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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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June 13, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into contracts with the Contractors listed below in an amount not to exceed $8,961,720 for the provision of Regional Public Health Network (RPHN) services, with the option to renew for up to four (4) additional years, upon Governor and Council approval, through June 30, 2024. 93% Federal Funds. 7% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Granite United Way	160015	Capital Region, Carroll County, South Central	$2,452,816
Greater Seacoast Community Health	154703	Strafford County	$864,998
Lamprey Health Care, Inc.	177677	Seacoast	$860,672
Mary Hitchcock Memorial Hospital	177160	Greater Sullivan and Upper Valley	$1,541,542
Mid-State Health Center	158055	Central NH	$817,436
North Country Health Consortium	158557	North Country	$768,078
Partnership for Public Health, Inc.	165635	Winnipesaukee	$829,674
The Cheshire Medical Center	155405	Greater Monadnock	$826,504
		Total:	**$8,961,720**
***The contracts for the City of Nashua and the Manchester Health Department are pending signature and will be submitted to Governor and Executive Council at a later date.**			

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

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to oversee Regional Public Health Network (RPHN) services by providing a broad range of public health services. Each RPHN site serves a defined Public Health Region with every municipality in the state assigned to a region, thereby ensuring statewide Public Health Network services. The RPHNs will serve as the lead public health entities on behalf of the Department in lieu of a county-based public health system.

The eight (8) Contractors oversee 11 Regional Public Health Networks involving broad public health interests, including local health departments and health officers, health care providers, social service agencies, schools, fire, police, emergency medical services, media and advocacy groups, behavioral health, and leaders in the business, government, and faith communities, working together to address complex public health issues. The Regional Public Health Networks set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and serve in an advisory role for all public health and substance use related activities occurring in their region.

The Contractors will support the following programs:

- Substance Misuse Prevention – Lead and coordinate impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services.
- Continuum of Care Facilitation - Lead and/or support activities to develop a robust and coordinated Continuum of Care for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care.
- Overdose Prevention Response – Oversee a three (3) year initiative to disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RHPN.
- Health Disparities Community Health Worker – Provide Community Health Worker (CHW) to support culturally and linguistically appropriate COVID-19 education and other services to improve wellness and access to health care.
- Public Health Advisory Council - Coordinate and facilitate the regional Public Health Advisory Council, including providing a Council leadership team and direction to public health activities within the assigned region.
- Public Health Emergency Preparedness - Lead coordinated efforts with regional public health, health care and emergency management partners to develop and exercise response plans to improve the region's ability to respond to public health emergencies. These regional activities are integral to the State's capacity to respond to public health emergencies.
- School Based Vaccination Clinics - Administer school-based clinics to provide vaccination against COVID-19 and influenza.

Through the work completed by the Contractors, all citizens of the State will be impacted by services during State Fiscal Years 2023 and 2024.

The Department will monitor services by:

- Ensuring the Contractors document organizational structures for the Public Health Advisory Council(s), including vision or mission statements, agreements, meeting minutes, Community Health Improvement Plan, and an annual report.
- Monitoring operational readiness, response rates during notification and assembly drills, and requests for deployment met during emergencies.

- Ensuring linkages and coordination with behavioral and medical health providers increase to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
- Monitoring annual increases in percentage of students receiving vaccination and percentage of schools providing vaccination clinics.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from April 25, 2022 through May 23, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, the State will have less coordinated and comprehensive public health and substance use-related services that can, over time, reduce costs, improve health outcomes, and reduce health disparities. The Department's ability to address health related impacts on high-risk and underserved populations will also be significantly limited, potentially increasing the health and economic burden on citizens statewide.

Area Served: Statewide.

Source of Federal Funds: Preventive Health and Health Services Block Grant, CDFA #93.991; FAIN #NB01OT009381; Public Health Emergency Preparedness, CDFA #93.069, FAIN #U90TP922018; Block Grants for Prevention and Treatment of Substance Abuse, CDFA #93.959, FAIN #TI084659 and FAIN #TI083955; Immunization Cooperative Agreements, CDFA #93.268, FAIN #NH23IP922595; National Bioterrorism Hospital Preparedness Program, CDFA #93.889, FAIN #U3REP190580; Opioid STR, CDFA #93.788, FAIN #TI83326A; Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, CDFA #93.391, FAIN # NH95OT000031.

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

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

05-95-90-901010-8011 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTHCARE ACCESS, EQUITY & POLICY, PREVENTIVE HEALTH BLOCK GRANT

100% Federal Funds **Award Date:** **8/16/2021**

CFDA #93.991 FAIN #NB01OT009381

The Cheshire Medical Center — Vendor # 155405-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000

Granite United Way - Capitol Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000

Lamprey Health Care, Inc. — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000

Partnership for Public Health, Inc. — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	$15,000
			Sub-Total	$30,000
			SUB TOTAL	**$330,000**

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

05-95-90-903510-1114 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, PH EMERGENCY PREPAREDNESS

63% Federal Funds & 37% General Funds **Award Date:** **TBD 7/1/2022**

CFDA #93.069 FAIN #U90TP922018

The Cheshire Medical Center — Vendor # 155405-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$33,290
2023	074-500589	Grants for Pub Asst and Relief	90077028	$51,875
			Sub Total 2023	$85,165
2024	102-500731	Contracts for Prog Svs	90077410	$33,290
2024	074-500589	Grants for Pub Asst and Relief	90077028	$51,875
			Sub Total 2024	$85,165
			Sub Total	$170,330

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$52,537
2023	074-500589	Grants for Pub Asst and Relief	90077028	$51,875
			Sub Total 2023	$104,412
2024	102-500731	Contracts for Prog Svs	90077410	$52,537
2024	074-500589	Grants for Pub Asst and Relief	90077028	$51,875
			Sub Total 2024	$104,412
			Sub Total	$208,824

Granite United Way - Capitol Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$47,743
2023	074-500589	Grants for Pub Asst and Relief	90077028	$51,875
			Sub Total 2023	$99,618
2024	102-500731	Contracts for Prog Svs	90077410	$47,743
2024	074-500589	Grants for Pub Asst and Relief	90077028	$51,875
			Sub Total 2024	$99,618
			Sub Total	$199,236

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$45,925
2024	102-500731	Contracts for Prog Svs	90077410	$45,925
			Sub Total	$91,850

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$44,729
2023	074-500589	Grants for Pub Asst and Relief	90077028	$51,875
			Sub Total 2023	$96,604
2024	102-500731	Contracts for Prog Svs	90077410	$44,729
2024	074-500589	Grants for Pub Asst and Relief	90077028	$51,875
			Sub Total 2024	$96,604
			Sub Total	$193,208

Lamprey Health Care, Inc. — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$50,374
2023	074-500589	Grants for Pub Asst and Relief	90077028	$51,875
			Sub Total 2023	$102,249
2024	102-500731	Contracts for Prog Svs	90077410	$50,374
2024	074-500589	Grants for Pub Asst and Relief	90077028	$51,875
			Sub Total 2024	$102,249
			Sub Total	$204,498

Partnership for Public Health, Inc. — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$86,750
2024	074-500589	Grants for Pub Asst and Relief	90077410	$86,750
			Sub Total	$173,500

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$67,310
2024	074-500589	Grants for Pub Asst and Relief	90077410	$67,310
			Sub Total	$134,620

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$54,787
2024	074-500589	Grants for Pub Asst and Relief	90077410	$54,787
			Sub Total	$109,574

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$80,631
2024	074-500589	Grants for Pub Asst and Relief	90077410	$80,631
			Sub Total	$161,262

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	$70,952
2024	074-500589	Grants for Pub Asst and Relief	90077410	$70,952
			Sub Total	$141,904
			SUB TOTAL	**$1,788,806**

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, PREVENTION SVS

97% Federal Funds & 3% General Funds — **Award Date:** **2/10/2022**

CFDA #93.959 — FAIN #TI084659

The Cheshire Medical Center — Vendor # 155405-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320

Granite United Way - Capitol Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Lamprey Health Care, Inc. — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320

Partnership for Public Health, Inc. — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2023	$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	$132,660
			Sub Total 2024	$147,660
			Sub-Total	$295,320
			SUB TOTAL	**$3,248,520**

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION PROGRAM

100% Federal Funds — **Award Date:** **TBD 7/1/2022**

CFDA #93.268 — FAIN #NH23IP922595

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
			Sub-Total	$30,000

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Granite United Way - Capitol Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
			Sub-Total	$30,000

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
			Sub-Total	$30,000

Partnership for Public Health, Inc. — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
			Sub-Total	$30,000

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
			Sub-Total	$30,000

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
			Sub-Total	$30,000

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	$15,000
			Sub-Total	$30,000
			SUB TOTAL	**$210,000**

05-95-90-902510-1956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION COVID-19

100% Federal Funds — **Award Date:** **3/29/2021**

CFDA #93.268 — FAIN #NH23IP922595

The Cheshire Medical Center — Vendor # 155405-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023210	$15,000
2024	102-500731	Contracts for Prog Services	90023210	$15,000
			Sub-Total	$30,000

Lamprey Health Care, Inc. — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023210	$15,000
2024	102-500731	Contracts for Prog Services	90023210	$15,000
			Sub-Total	$30,000

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023210	$15,000
2024	102-500731	Contracts for Prog Services	90023210	$15,000
			Sub-Total	$30,000
			SUB TOTAL	**$90,000**

05-95-90-903510-1113 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, HOSPITAL PREPAREDNESS

100% Federal Funds — **Award Date:** **TBD 7/1/2022**

CFDA #93.889 — FAIN #U3REP190580

The Cheshire Medical Center — Vendor # 155405-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000

Granite United Way - Capitol Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000

Lamprey Health Care, Inc. — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000

Partnership for Public Health, Inc. — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$10,000
			Sub-Total	$20,000
			SUB TOTAL	**$220,000**

05-95-90-902510-2495 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ARP-IMMUNIZATION

100% Federal Funds — **Award Date:** **3/31/2021**

CFDA #93.268 — FAIN #H23IP922595

The Cheshire Medical Center — Vendor # 155405-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000

Granite United Way - Capitol Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000

Lamprey Health Care, Inc. — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000

Partnership for Public Health, Inc. — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	$50,000
2024	102-500731	Contracts for Prog Services	90023800	$50,000
			Sub-Total	$100,000
			SUB TOTAL	$1,100,000

05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, SABG ADDITIONAL

100% Federal Funds — **Award Date:** **5/17/2021**

CFDA #93.959 — FAIN #TI083955

The Cheshire Medical Center — Vendor # 155405-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854

Granite United Way - Capitol Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854

Lamprey Health Care, Inc. — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854

Partnership for Public Health, Inc. — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	$70,427
			Sub-Total	$140,854
			SUB TOTAL	**$1,549,394**

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT

100% Federal Funds
CFDA #93.788 — FAIN #TI83326A — **Award Date:** **8/27/2020**

The Cheshire Medical Center — Vendor # 155405-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000

Granite United Way - Capitol Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000

Lamprey Health Care, Inc. — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000

Partnership for Public Health, Inc. — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	$25,000
2024	074-500589	Grants for Pub Asst and Relief		$0
			Sub-Total	$25,000
			SUB TOTAL	**$275,000**

05-95-90-901010-5771 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTHCARE ACCESS, EQUITY & POLICY, PH COVID-19 HEALTH DISPARITIES

100% Federal Funds
CFDA #93.391 — FAIN #NH95OT000031 — **Award Date: 5/27/2021**

The Cheshire Medical Center — Vendor # 155405-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	$15,000
2024	102-500731	Contracts for Prog Services	90577140	$0
			Sub-Total	$15,000

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	$15,000
2024	102-500731	Contracts for Prog Services	90577140	$0
			Sub-Total	$15,000

Granite United Way - Capitol Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	$15,000
2024	102-500731	Contracts for Prog Services	90577140	$0
			Sub-Total	$15,000

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	$15,000
2024	102-500731	Contracts for Prog Services	90577140	$0
			Sub-Total	$15,000

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	$15,000
2024	102-500731	Contracts for Prog Services	90577140	$0
			Sub-Total	$15,000

Lamprey Health Care, Inc. — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	$15,000
2024	102-500731	Contracts for Prog Services	90577140	$0
			Sub-Total	$15,000

Partnership for Public Health, Inc. — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	$15,000
2024	102-500731	Contracts for Prog Services	90577140	$0
			Sub-Total	$15,000

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	$15,000
2024	102-500731	Contracts for Prog Services	90577140	$0
			Sub-Total	$15,000

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	$15,000
2024	102-500731	Contracts for Prog Services	90577140	$0
			Sub-Total	$15,000

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	$15,000
2024	102-500731	Contracts for Prog Services	90577140	$0
			Sub-Total	$15,000
			SUB TOTAL	**$150,000**

TOTAL ALL	**$8,961,720**

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

Project ID # RFA-2023-DPHS-02-REGION

Project Title Regional Public Health Networks

	Maximum Points Available	City of Nashua	The Cheshire Medical Center	Mary Hitchcock Memorial	Granite United Way	Greater Seacoast Community Health	Manchester Health Department	Mid-State Health Center	North Country Health Consortium	Partnership for Public Health	Lamprey Health Care
Technical											
Experience Q1	30	30	28	25	25	30	20	20	18	30	30
Ability Q2	40	35	40	33	30	40	23	25	35	35	35
Capacity Q3	30	30	28	23	25	28	13	15	25	20	30
Knowledge Q4	50	50	50	50	45	45	25	40	43	50	43
TOTAL POINTS	150	145	146	131	125	143	81	100	121	135	138

FORM NUMBER P-37 (version 12/11/2019)

Subject: Regional Public Health Network Services (RFA-2023-DPHS-02-REGIO-02)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Granite United Way		1.4 Contractor Address 22 Concord Street, Manchester, NH 03101	
1.5 Contractor Phone Number (603) 625-6939	1.6 Account Number See Attached	1.7 Completion Date 6/30/2024	1.8 Price Limitation $2,452,816
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Patrick Tufts 475837A116D143F...	Date: 6/7/2022	1.12 Name and Title of Contractor Signatory Patrick Tufts President	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 696FB56F5BFD4C8...	Date: 6/7/2022	1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 78573484494...		On: 6/7/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS PT

Date 6/7/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Date 6/7/2022

Regional Public Health Network Account Numbers

05-95-90-901010-8011

05-95-90-903510-1114

05-95-92-920510-3380

05-95-90-902510-5178

05-95-90-902510-1956

05-95-90-903510-1113

05-95-90-902510-2495

05-95-92-920510-1981

05-95-92-920510-7040

05-95-90-901010-5771

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall serve as a lead organization to host Regional Public Health Network (RPHN) services to deliver a broad range of public health services within the Capital, Carroll County and South Central regions, for the following programs within the Department of Health and Human Services (Department), Division of Public Health Services:

1.1.1. Substance Misuse Prevention.

1.1.2. Continuum of Care Facilitation.

1.1.3. Overdose Prevention Response.

1.1.4. Health Disparities Community Health Worker.

1.1.5. Public Health Advisory Council.

1.1.6. Public Health Emergency Preparedness.

1.1.7. School Based Vaccination Clinics.

1.2. The Contractor shall ensure that NH communities within this public health region are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services which include, but are not limited to:

1.2.1. Sustaining a regional Public Health Advisory Council (PHAC).

1.2.2. Overseeing RPHN staff to ensure they meet the core competencies of Public Health professionals.

1.2.3. Facilitating the implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), ranging from population-level strategies to targeted interventions aimed at high-risk individuals.

1.2.4. Planning for, and responding to, public health incidents and emergencies.

1.2.5. Contract administration and leadership.

Public Health services include:

1.2.6. Substance Misuse Prevention

1.2.6.1. The Contractor shall provide leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services. The Contractor shall:

1.2.6.1.1. Implement the strategic prevention model, in accordance with the Substance Abuse and

Mental Health Services Administration (SAMHSA) Strategic Prevention Framework that includes assessment, capacity development, planning, implementation, and evaluation.

1.2.6.1.2. Utilize a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. Regional data driven primary prevention approaches must be consistent with the Center for Substance Abuse Prevention (CSAP) categories but do not need to include all CSAP categories.

1.2.6.1.3. Support and advance the implementation of evidenced-informed approaches, programs, policies, and services within the RPHN region through community engagement and mobilization.

1.2.6.1.4. Advance, promote, and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.

1.2.6.1.5. Comply with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

1.2.6.1.6. Ensure substance misuse prevention is represented at PHAC meetings, and with a bi-directional exchange of information, to advance efforts of substance misuse prevention initiatives.

1.2.6.1.7. Assist as directed by the Department's Bureau of Drug and Alcohol Services (BDAS), with the Federal Block Grant Comprehensive Synar activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.

1.2.6.1.8. Ensure Substance Misuse Prevention Coordination and CoC Facilitation will:

1.2.6.1.8.1. Guided by the SPF and Assets and Gaps Analysis, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year strategic plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.

1.2.6.1.8.2. Develop annual work plans for Department approval that guides actions and includes outcome-based performance measures and in alignment with the three (3) year strategic plan. Based on changing and emerging local conditions adapt work plans as necessary with approval by the Department.

1.2.6.1.8.3. Report progress with the work plan and three (3) year strategic plan including outcomes in a Department approved database.

1.2.6.1.8.4. Maintain a substance misuse leadership team consisting of regional representatives with a special expertise in substance misuse prevention, early

intervention, treatment and recovery who can help guide and assist with awareness and advance substance misuse efforts in the region.

1.2.6.1.8.5. Produce and disseminate an annual report that demonstrates successes, challenges, outcomes from the previous year and projected goals for the following year.

1.2.6.1.8.6. Participate in RPHN Substance Misuse meetings as directed by BDAS.

1.2.7. Continuum of Care (CoC) Facilitation

1.2.7.1. The Contractor shall provide leadership and/or support for activities that assist in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor shall:

1.2.7.1.1. Engage regional partners in conducting a regional asset and gap analysis; and ongoing update of regional assets and gaps. The Contractor shall ensure regional partners include, but are not limited to:

1.2.7.1.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.

1.2.7.1.1.2. Primary health care providers.

1.2.7.1.1.3. Behavioral health care providers.

1.2.7.1.1.4. Other interested and/or affected parties.

1.2.7.1.2. Facilitate and/or provide support for initiatives that result in:

1.2.7.1.2.1. Increased awareness of and access to services.

1.2.7.1.2.2. Increased communication and collaboration among providers.

1.2.7.1.2.3. Increased capacity and delivery of services.

1.2.7.1.2.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.

1.2.7.1.2.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorway.

1.2.7.1.2.6. Work with statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:

1.2.7.1.2.6.1. Health service providers.

1.2.7.1.2.6.2. Public and charter schools and institutes of higher education.

1.2.7.1.2.6.3. Police and fire stations.

1.2.7.1.2.6.4. Municipal government buildings.

1.2.7.1.2.6.5. Businesses in every community of the region.

1.2.7.1.3. Engage regional stakeholders to assist with information dissemination.

1.2.8. Overdose Prevention Response

1.2.8.1. The Contractor shall conduct a three (3) year initiative to

disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RHPN. The Department shall provide guidance

1.2.8.1.1. Conduct a needs assessment to inform response efforts that include, but is not limited to:

1.2.8.1.1.1. Gathering existing regional and local level data related to alcohol and other drug overdoses.

1.2.8.1.1.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.

1.2.8.1.1.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include, but are not limited to:

1.2.8.1.1.3.1. Doorways

1.2.8.1.1.3.2. Recovery care organizations

1.2.8.1.1.3.3. Treatment providers

1.2.8.1.1.3.4. Law enforcement

1.2.8.1.1.3.5. Hospitals

1.2.8.1.1.4. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care, and distribute and disseminate resources.

1.2.8.1.2. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination

of prevention overdose materials and products.

1.2.8.2. The Contractor shall participate in Department trainings and meetings, as requested.

1.2.9. Health Disparities Community Health Worker

1.2.9.1. The Contractor shall provide a health disparities Community Health Worker (CHW) to support culturally and linguistically appropriate COVID-19 and other Social Determinants of Health (SDOH) related services.

1.2.9.2. The Contractor shall submit CHW-related documentation to the Department within 30 days of Agreement effective date, which shall include, but is not limited to:

1.2.9.2.1. Staff recruitment plan.

1.2.9.2.2. Training procedures.

1.2.9.2.3. Onboarding plan.

1.2.9.3. The Contractor shall ensure the CHW provides COVID-19 support services, including, but not limited to:

1.2.9.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.

1.2.9.3.2. Assisting with contact tracing, when required.

1.2.9.3.3. Cultural mediation among individuals, communities, and health and social service systems.

1.2.9.3.4. Culturally appropriate health education and information.

1.2.9.3.5. Care coordination, case management, and system navigation.

1.2.9.3.6. Coaching and social support by advocating for individuals and communities.

1.2.9.3.7. Direct services to clients with COVID-19 and their family or household members affected by COVID-19, which include, but are not limited to facilitating:

1.2.9.3.7.1. Access to COVID-19 testing within five (5) days of encounter

between the CHW and the client.

1.2.9.3.7.2. Access to the influenza vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.7.3. Access to the COVID-19 vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.

1.2.9.3.9. Providing and distributing educational information about COVID-19 vaccinations and general Department guidance for individual mitigation.

1.2.9.4. The Contractor shall ensure the CHW provides SDOH related services, which include, but are not limited to:

1.2.9.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:

1.2.9.4.1.1. Providing appropriate care coordination, case management, and connections to patient and family identified community and social services and referrals.

1.2.9.4.1.2. Assisting with maintaining and/or applying for social services within their community.

1.2.9.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.

1.2.9.4.1.4. Assisting vulnerable populations with navigating the healthcare system.

1.2.9.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.

1.2.9.4.1.6. Providing culturally appropriate health education on topics related to COVID-19, chronic disease prevention, physical activity, and nutrition.

1.2.9.4.1.7. Providing informal counseling, health screenings, and referrals.

1.2.9.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that include, but are not limited to:

1.2.9.4.1.8.1. Food insecurity supports.

1.2.9.4.1.8.2. Mental health supports.

1.2.9.4.1.8.3. Health care referrals.

1.2.9.4.1.8.4. Substance use disorder supports.

1.2.9.4.1.8.5. Educational supports and services.

1.2.9.4.1.8.6. Financial literacy.

1.2.9.4.1.8.7. Budgeting supports.

1.2.9.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.

1.2.9.4.1.8.9. Social Isolation supports.

1.2.9.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing services that include, but are not limited to:

1.2.9.4.2.1. Educating healthcare providers and stakeholders about community health needs.

1.2.9.4.2.2. Managing care and care transitions for vulnerable populations.

1.2.9.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.

1.2.9.4.2.4. Collecting data and relaying information to stakeholders to inform programs and policies.

1.2.9.4.2.5. Building community capacity to address health issues.

1.2.9.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.

1.2.9.4.3. Completing data tracking system forms to document the care coordination and case management of the patient and family.

1.2.9.5. The Contractor shall ensure the CHW documents encounters within the Contractor's data tracking system, upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The CHW shall obtain the following data, which includes but is not limited to:

1.2.9.5.1. Race.

1.2.9.5.2. Ethnicity.

1.2.9.5.3. Language.

1.2.9.5.4. Household income.

1.2.9.5.5. Marital status.

1.2.9.5.6. Age of parents.

1.2.9.5.7. Sexual orientation and/or gender identity.

1.2.9.5.8. Street address.

1.2.9.5.9. Town.

1.2.9.5.10. County.

1.2.9.5.11. Zip Code.

1.2.9.5.12. State.

1.2.9.5.13. Number of incarcerated parents (if applicable).

1.2.9.5.14. Phone number and/or email address.

1.2.9.5.15. Status of receiving benefits, if applicable, including, but not limited to:

1.2.9.5.15.1. Supplemental Nutrition Assistance Program (SNAP).

1.2.9.5.15.2. Child Care.

1.2.9.5.15.3. Medicaid.

1.2.9.5.15.4. Social Security.

1.2.9.5.15.5. Temporary Assistance for Needy Families (TANF).

1.2.9.5.15.6. Women, Infants, and Children (WIC) program.

1.2.9.6. The Contractor shall ensure the CHW participates in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.

1.2.9.7. The Contractor shall ensure the CHW participates in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.

1.2.10. Public Health Advisory Council

1.2.10.1. The Contractor shall coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

1.2.10.1.1. Maintain a set of operating guidelines or by-laws for the PHAC;

1.2.10.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team, with the authority to:

1.2.10.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

1.2.10.1.2.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.

1.2.10.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

1.2.10.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

1.2.10.1.2.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.

1.2.10.1.2.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.

1.2.10.1.3. Conduct, at minimum, biannual meetings of the PHAC.

1.2.10.1.4. Ensure the PHAC leadership team meets at least quarterly in order to:

1.2.10.1.4.1. Ensure meeting minutes are available to the public upon request.

1.2.10.1.4.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

1.2.10.1.5. Develop annual action plans for the services in this RFA, as advised by the PHAC.

1.2.10.1.6. Coordinate with the Department to collect, analyze, and disseminate data relative to the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

1.2.10.1.7. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of Substance Misuse Primary prevention coordination (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complimentary and shared public health outcomes.

1.2.10.1.8. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

1.2.10.1.9. Publish an annual report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community

1.2.10.1.10. Maintain a website that provides information to the public and agency partners, which includes but is not limited to, information on the PHAC, CHIP, SMPC, CoC facilitation, and PHEP programs.

1.2.10.1.11. Advance the work of RPHNs by conducting a minimum of four (4) educational and training programs annually to RPHN partners and others.

1.2.10.1.12. Educate partners and stakeholder groups, including elected officials, on the PHAC

1.2.10.1.13. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.2.11. Public Health Emergency Preparedness

1.2.11.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity for partner organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. The Contractor shall:

1.2.11.1.1. Ensure all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions.

1.2.11.1.2. Coordinate and convene, at minimum, quarterly regional PHEP planning committee and/or workgroup to:

1.2.11.1.2.1. Improve regional emergency response plans.

1.2.11.1.2.2. Improve the capacity for partner entities to mitigate, prepare for, respond to and recover from public health emergencies.

1.2.11.1.2.3. Convene, at minimum, quarterly meetings of the regional PHEP committee and/or workgroup.

1.2.11.1.2.4. Ensure and document committee and/or workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA), annually.

1.2.11.1.3. Maintain a three (3) year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by the CDC.

1.2.11.1.4. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

1.2.11.1.5. Submit an annual work plan based on a template provided by the Department.

1.2.11.1.6. Sponsor, and organize the logistics for, a minimum of two (2) trainings annually for regional partners.

1.2.11.1.7. Collaborate with the Department's Division of Public Health Services (DPHS), the Community Health Institute, NH Fire Academy, Granite State Health Care Coalition, and other training providers to implement training programs.

1.2.11.1.8. Revise the RPHEA based on guidance from the Department. The Contractor shall:

1.2.11.1.8.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by the Department.

1.2.11.1.8.2. Develop new appendices based on priorities identified by the Department using templates provided by the Department.

1.2.11.1.8.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

1.2.11.1.8.4. Participate in workgroups to develop or revise components of the RPHEA convened by the Department or the agency contracted to provide training and technical assistance to RPHNs.

1.2.11.1.9. Understand the hazards and social conditions that increase vulnerability within the public

health region including, but not limited to, SDOH factors. The Contractor shall:

1.2.11.1.9.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

1.2.11.1.9.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

1.2.11.1.10. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning for and response to a public health incident or emergency.

1.2.11.1.11. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

1.2.11.1.12. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

1.2.11.1.13. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

1.2.11.1.14. Maintain the capacity to utilize Web Based Emergency Operations Center (WebEOC), the State's emergency management platform, during incidents or emergencies.

1.2.11.1.15. Provide training as needed to individuals to participate in emergency management using WebEOC.

1.2.11.1.16. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

1.2.11.1.17. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

1.2.11.1.18. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the Department's SNS Coordinator to identify appropriate actions and priorities that include, but are not limited to:

1.2.11.1.18.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans.

1.2.11.1.18.2. Annual submission of either ORR or self-assessment documentation.

1.2.11.1.18.3. ORR site visit as scheduled by the CDC and the Department.

1.2.11.1.18.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

1.2.11.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:

1.2.11.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.

1.2.11.1.19.2. Uploading, at least annually, a complete inventory to a health

Information Management System (HIMS) identified by the Department.

1.2.11.1.20. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector. The Contractor shall:

1.2.11.1.20.1. Maintain proficiency in the volunteer management system supported by the Department.

1.2.11.1.20.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.

1.2.11.1.20.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

1.2.11.1.20.4. Conduct quarterly notification drills of volunteers.

1.2.11.1.21. Participate, as requested by the Department, in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

1.2.11.1.22. Participate, as requested by the Department, in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

1.2.11.1.23. Plan and implement targeted vaccination clinics, as requested by the Department, ensuring clinics take place at locations where individuals at-risk for vaccine preventable

disease can be accessed, according to guidance issued by the Department.

1.2.12. Public Health Emergency Preparedness: COVID-19 Response

1.2.12.1. Emergency Operations

1.2.12.1.1. The Contractor shall enact emergency operations across the RPHN for COVID-19 efforts by:

1.2.12.1.1.1. Activating the region's Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.

1.2.12.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.

1.2.12.1.1.3. Assessing the region's public health and healthcare system training needs.

1.2.12.1.1.4. Providing training designed to improve the region's public health and healthcare system response.

1.2.12.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2.12.2. Responder Safety and Health

1.2.12.2.1. The Contractor shall ensure the health and safety of the public health response in the RPHN, including but not limited to:

1.2.12.2.1.1. Implementing staff resiliency programs, information, and referrals to responder mental health support.

1.2.12.2.1.2. Determining responder safety and health gaps and implementing corrective actions.

1.2.12.2.1.3. Documenting and tracking the RPHN's personal protective equipment inventory.

1.2.12.3. Identification of Vulnerable Populations

1.2.12.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.

1.2.12.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.

1.2.12.4. Information Sharing and Public Information

1.2.12.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public, including, but not limited to:

1.2.12.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.2.12.4.1.2. Monitoring local news stories and social media postings to determine if information is accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.2.12.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders, to harmonize response messaging.

1.2.12.5. Distribution and Use of Medical Materials

1.2.12.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.2.12.5.1.1. Maintaining ability for vaccine-specific Cold Chain management.

1.2.12.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.2.12.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.2.12.5.1.4. Planning and prioritizing limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.2.12.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.2.12.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.2.12.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with all policies and procedures put forth by the Department.

1.2.12.5.3. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the CDC's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIS) or another system as designated by the Department to input

vaccine data. The Contractor agrees to the following terms regarding the use of loaned assets:

1.2.12.5.3.1. As applicable and subject to the terms and conditions of this Agreement, the Department may provide the user with assets. This is a non-transferable right for the user to use the assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An asset inventory reflecting the deployed assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.

1.2.12.5.3.2. As applicable, the Contractor agrees to use and operate the assets only in conjunction with the appropriate business use, as determined by the Department, unless otherwise agreed upon by mutual written consent.

1.2.12.5.3.3. As applicable, the Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install, and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining

security standards including but not limited to antivirus software, patching and software updates.

1.2.12.5.3.4. As applicable, the Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support may be provided by the Department's Immunization Program.

1.2.12.5.3.5. As applicable, the Contractor understands and agrees that the Department retains ownership of the loaned assets, and further agrees to return the assets to the Department in good working condition when no longer needed for the identified business need or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.2.12.5.3.6. As applicable, prior to returning laptop, iPads, and/or other mobile or storage devices to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST

Special Publication 800-88 Rev.1, or later for guidelines at https://csrc.nist.gov/publications/sp800.

1.2.12.6. Surge Staffing

1.2.12.6.1. The Contractor shall activate mechanisms for surging public health responder staff.

1.2.12.6.2. The Contractor shall recruit, enroll, activate, train, and deploy volunteers, including but not limited to:

1.2.12.6.2.1. Medical Reserve Corps (MRC).

1.2.12.6.2.2. Citizens Emergency Response Teams (CERT).

1.2.12.6.2.3. Public Health Coordination with Healthcare Systems.

1.2.12.6.3. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.

1.2.12.6.4. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s) and/or at the Department's direction.

1.2.12.7. Biosurveillance

1.2.12.7.1. The Contractor shall conduct surveillance and case identification, as needed and as requested by the Department, including, but not limited to:

1.2.12.7.1.1. Public health epidemiological investigation activities such as contact follow-up.

1.2.12.7.1.2. Assessing risk of travelers and other persons with potential COVID-19 exposures.

1.2.12.7.1.3. Enhancing surveillance systems to provide case-based and aggregate epidemiological data.

1.2.12.7.1.4. Ensuring data management systems are in place and meet the needs of the jurisdiction.

1.2.12.7.1.5. Ensuring efficient and timely data collection.

1.2.12.7.1.6. Ensuring ability to rapidly exchange data with public health partners and other relevant partners.

1.2.12.8. Vaccine Preventable Disease Prevention

1.2.12.8.1. The Contractor shall coordinate with local community-based agencies for the administration of vaccines supplied by the New Hampshire Immunization Program (NHIP) to New Hampshire residents as directed by the Department. The Contractor shall:

1.2.12.8.1.1. Make copies of standing orders, emergency interventions/protocols and instructions on Vaccine Adverse Event Reporting System (VAERS) reporting available at all clinics.

1.2.12.8.1.2. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

1.2.12.8.1.3. Procure necessary supplies to conduct vaccine clinics, including, but not limited to, emergency management medications, equipment, and needles.

1.2.12.8.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:

1.2.12.8.2.1. Annually submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP to ensure that all listed requirements are met.

1.2.12.8.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.12.8.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator; and hourly when the vaccine is stored outside of the primary refrigerator unit.

1.2.12.8.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.12.8.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.12.8.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.

1.2.12.8.2.7. Track each vaccine dose provided by NHIP.

1.2.12.8.2.8. Perform the following actions if a temperature excursion or adverse event occurs:

1.2.12.8.2.8.1. Immediately quarantine

	the vaccine in a temperature appropriate setting, separating it from other vaccines and labeling it "DO NOT USE".
1.2.12.8.2.8.2.	Immediately contact the manufacturer to explain the event duration and temperature information to determine if the vaccine is still viable.
1.2.12.8.2.8.3.	Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion by contacting the NHIP and faxing incident forms.
1.2.12.8.2.8.4.	Submit a Cold Chain Incident Report along with a Data Logger report

to NHIP within 24 hours of temperature excursion occurrence.

1.2.12.8.3. Within 24 hours of the completion of every clinic:

1.2.12.8.3.1. Update the State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.12.8.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

1.2.12.8.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.12.8.3.4. Submit the following totals to NHIP outside of the vaccine ordering system:

1.2.12.8.3.4.1. Total number of individuals vaccinated by age ranges, vaccine formulation and other demographic indicators as determined by the Department.

1.2.12.8.3.4.2. Total number of vaccines wasted.

1.2.12.8.3.5. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:

1.2.12.8.3.5.1. Strategies that worked well in the areas of communicati on, logistics, or planning.

1.2.12.8.3.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvement s.

1.2.12.8.3.5.3. Future strategies and plans for increasing the number of vaccinated individuals.

1.2.12.8.3.5.4. Suggestions on how state level resources may aid increasing the number

of vaccinated individuals

1.2.12.8.3.6. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional vaccine promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.

1.2.12.9. COVID-19 Vaccinations

1.2.12.9.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or "target populations"), including, but not limited to:

1.2.12.9.1.1. Racial minority populations.

1.2.12.9.1.2. Ethnic minority populations.

1.2.12.9.1.3. Individuals experiencing homelessness.

1.2.12.9.1.4. Individuals experiencing housing instability.

1.2.12.9.1.5. Rural communities.

1.2.12.9.2. The Contractor may assist the Department and/or partners in planning and conducting mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with policies.

1.2.12.9.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach, and partnerships in the target populations. The Contractor shall:

1.2.12.9.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19

vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:

1.2.12.9.3.2. Federally Qualified Health Centers.

1.2.12.9.3.3. Community Mental Health Centers.

1.2.12.9.3.4. Community-based Organizations.

1.2.12.9.3.5. City Health Departments.

1.2.12.9.3.6. Faith-based Organizations.

1.2.12.9.3.7. Local barbers and hairdressers.

1.2.12.9.3.8. Community Colleges.

1.2.12.9.3.9. Schools.

1.2.12.9.4. Conduct outreach to populations including, but not limited to, those who:

1.2.12.9.4.1. Experience disproportionately high rates of COVID-19 and related deaths.

1.2.12.9.4.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the CDC.

1.2.12.9.4.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.

1.2.12.9.4.4. Are likely to have low acceptance of, or confidence in, COVID-19 vaccines.

1.2.12.9.4.5. Have a history of mistrust in health authorities or the medical establishment.

1.2.12.9.4.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

1.2.12.9.5. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

1.2.12.9.6. Conduct outreach to assess individuals' readiness to receive a vaccination.

1.2.12.9.7. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.

1.2.12.9.8. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.

1.2.12.9.9. Participate in meetings with the Department, as requested by the Department.

1.2.12.9.10. Attend NHIP trainings.

1.2.12.9.11. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.

1.2.12.9.12. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.

1.2.12.10. The Contractor shall procure resources, equipment, and/or supplies as needed to establish and operate vaccine clinics, which shall include, but not be limited to:

1.2.12.10.1. Coordinating, operating, and managing clinics.

1.2.12.10.2. Procuring communication devices and services, which may include, but are not limited to:

1.2.12.10.2.1. Two-way radios.

1.2.12.10.2.2. Cell phones.

1.2.12.10.2.3. Wi-Fi.

1.2.12.10.2.4. Computers.

1.2.12.10.3. Procuring disposable supplies, which may include, but are not limited to:

1.2.12.10.3.1. Generator fuel.

1.2.12.10.3.2. Propane.

1.2.12.10.3.3. Oil.

1.2.12.10.3.4. Batteries.

1.2.12.10.4. Procuring clinical supplies, which may include, but are not limited to:

1.2.12.10.4.1. Syringes.

1.2.12.10.4.2. Needles

1.2.12.10.4.3. Alcohol wipes.

1.2.12.10.4.4. Band aids.

1.2.12.10.4.5. Stickers.

1.2.12.10.5. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.

1.2.12.10.6. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.

1.2.12.10.7. Recruiting, training, and scheduling vaccine clinic staff to provide services which include, but are not limited to:

1.2.12.10.7.1. Administering vaccines.

1.2.12.10.7.2. Participating in training, as requested.

1.2.12.10.7.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.

1.2.12.10.8. Reimbursing mileage costs for vaccine clinic staff, Contractor's staff, and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

1.2.13. School-Based Vaccination Clinics

1.2.13.1. The Contractor may provide organizational structure to administer school-based clinics (SBC) to provide vaccination against SARS-CoV-2 and Influenza. The Contractor shall:

1.2.13.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

1.2.13.1.2. Ensure that SBC services are offered with priority to schools identified by the NHIP as having the highest percentage of students eligible for free/reduced school lunch program.

1.2.13.1.3. Distribute state-supplied promotional vaccination materials.

1.2.13.1.4. Distribute, obtain, verify, and store written consent forms from legal guardians prior to administration of vaccines, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other state and federal regulations.

1.2.13.1.5. Document, verify, and store written or electronic record of vaccine administration in compliance with HIPAA and other state and federal regulations.

1.2.13.1.6. Provide written communication of vaccination status, indicating either completed or not completed, to the parent and/or legal guardian upon the day of vaccination.

1.2.13.1.7. Provide vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the parent and/or legal guardian requests that the information not be

shared, in which case the information may be given to the parent and/or guardian to distribute to the primary care providers. The Contractor shall ensure information includes:

1.2.13.1.7.1. Patient full name and one other unique patient identifier;

1.2.13.1.7.2. Vaccine name;

1.2.13.1.7.3. Vaccine manufacturer;

1.2.13.1.7.4. Lot number;

1.2.13.1.7.5. Date of vaccine expiration;

1.2.13.1.7.6. Date of vaccine administration;

1.2.13.1.7.7. Date Vaccine Information Sheet (VIS) was given;

1.2.13.1.7.8. Edition date of the VIS given;

1.2.13.1.7.9. Name and address of entity that administered the vaccine (Contractor's name); and

1.2.13.1.7.10. Full name and title of the individual who administered the vaccine.

1.2.13.1.8. Adhere to current federal guidelines for vaccine administration, including but not limited to disseminating a VIS, in order that the legal authority, legal guardian, and/or parent is provided access to the information on the day of vaccination.

1.2.13.1.9. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers, and patients.

1.2.13.1.10. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and

total number of students absent with influenza-like illness for in-session school days.

1.2.13.1.11. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

1.2.13.2. The Contractor shall safely administer vaccine supplied by NHIP. The Contractor shall:

1.2.13.2.1. Ensure copies of standing orders, emergency interventions, and/or protocols are available at all clinics.

1.2.13.2.2. Recruit, train, and retain qualified medical and non-medical volunteers to assist with operating the clinics.

1.2.13.2.3. Procure necessary supplies to conduct school vaccine clinics, including but not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, and non-latex bandages.

1.2.13.3. The Contractor shall ensure proper vaccine storage, handling and management, and shall:

1.2.13.3.1. Submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering vaccination (other than COVID-19), immunoglobulin or other pharmaceuticals supplied by the NHIP.

1.2.13.3.2. Submit a signed COVID-19 Vaccination Provider Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering COVID-19 vaccination.

1.2.13.3.3. Ensure the SBC coordinator completes the NHIP vaccination training annually.

1.2.13.3.4. Retain a copy of SBC coordinator training certificates on file.

1.2.13.3.5. Utilize NHIP training materials or other educational materials, as approved by the Department prior to use, for annual training of SBC staff on vaccine administration, ordering, storage and handling.

1.2.13.3.6. Retain a copy of all training materials on site for reference during SBCs.

1.2.13.3.7. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.13.3.8. Record temperatures twice daily, AM and PM, during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.

1.2.13.3.9. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.13.3.10. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.13.3.11. Account for every dose of vaccine.

1.2.13.3.12. Submit a monthly temperature log for the vaccine storage refrigerator.

1.2.13.3.13. Notify NHIP and fax or secure email incident forms of any adverse event within 24 hours of event occurring.

1.2.13.3.14. In the event of a vaccine temperature excursion where the stored vaccine experiences temperatures outside of the manufacturer's recommended temperatures, the Contractor shall immediately quarantine the vaccine in an appropriate temperature setting, separating it from other vaccine, and label it "DO NOT USE."

1.2.13.3.15. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

1.2.13.3.16. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

1.2.13.3.17. Submit a Cold Chain Incident Report with a Data Logger Report to NHIP within 24 hours of the temperature excursion occurrence.

1.2.13.4. The Contractor shall perform tasks within 24 hours of the completion of every clinic which include, but are not limited to:

1.2.13.4.1. Updating State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.13.4.2. Ensuring doses administered and entered in the inventory system match the clinical documentation of doses administered.

1.2.13.4.3. Submitting the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.13.4.4. Submitting totals to the NHIP outside of the vaccine ordering system that include the total number of:

1.2.13.4.4.1. Individuals vaccinated by age group and vaccine formulation/lot number

1.2.13.4.4.2. Vaccines wasted by vaccine formulation/lot number.

1.2.13.4.5. Completing an annual year-end self-evaluation and improvement plan for areas which include, but are not limited to:

1.2.13.4.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.13.4.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.13.4.5.3. Discussions relative to strategies that worked well for increasing both the number of clinics conducted at schools and the number of students vaccinated.

1.2.13.4.5.4. Discussions relative to future strategies and plans for increasing individuals vaccinated, including suggestions on how state-level resources may aid in the effort.

1.2.14. Training and Technical Assistance Requirements

1.2.14.1. The Contractor shall participate in training and technical assistance as follows:

1.2.14.1.1. Public Health Advisory Council

1.2.14.1.1.1. Attend semi-annual meetings of PHAC leadership convened by Department's DPHS and/or BDAS.

1.2.14.1.1.2. Complete a technical assistance needs assessment.

1.2.14.1.2. Public Health Emergency Preparedness

1.2.14.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM

ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).

1.2.14.1.2.2. Complete a technical assistance needs assessment.

1.2.14.1.2.3. Attend a minimum of two (2) trainings per year offered by Department's DPHS and/or EPRR or the agency contracted by the Department's DPHS to provide training programs.

1.2.14.1.3. Substance Misuse Prevention Coordination and Continuum of Care Facilitation

1.2.14.1.3.1. Attend community of practice meetings and/or activities.

1.2.14.1.3.2. Work with designated BDAS technical assistance and data and/or evaluation vendors to develop metrics and measures to evaluate outcomes and use the appropriate measures and tools to demonstrate outcomes.

1.2.14.1.3.3. Attend all regularly scheduled RPHN substance misuse meetings.

1.2.14.1.3.4. Attend additional meetings, conference calls and webinars as

required by the Department.

1.2.14.1.3.5. SMPC lead staff shall be credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board.

1.2.14.1.3.6. SMPC lead staff must attend required training, Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.

1.2.14.1.3.7. CoC facilitation lead staff must be familiar with the SPF and RROSC systems development within NH.

1.2.14.1.4. <u>School-Based Clinics</u>

1.2.14.1.4.1. Staffing of clinics requires an on-site clinical oversight and direction is provided at each vaccination clinic by a currently licensed clinical staff person with a Basic Life Support (BSL) certification. This requirement does not replace other requirements for Medical Direction that can be provided remotely.

1.2.14.1.4.2. Clinical license, or copy from the NH online license verification showing the license type, expiration and status, and current BLS certificate shall be retained in the training file.

1.3. Reporting

1.3.1. The Contractor shall participate in site visits, which includes but is not limited to:

1.3.1.1. Participating in an annual site visit conducted by the Department's DPHS and/or BDAS that includes all funded staff, the contract administrator and financial manager.

1.3.1.2. Participating in site visits and technical assistance specific to a single scope of work.

1.3.1.3. Submitting other information that may be required by federal and state funders during the contract period.

1.3.2. The Contractor shall provide reports for the PHAC that include, but are not limited to, submitting quarterly PHAC progress reports using an online system administered by the Department's DPHS.

1.3.3. The Contractor shall provide reports for SMP that include, but are not limited to:

1.3.3.1. Submitting quarterly SMP Leadership Team meeting agendas and minutes.

1.3.3.2. Ensuring three (3) year plans are current and posted to RPHN website, and that any revisions to plans are approved by the Department's BDAS.

1.3.3.3. Submitting annual work plans and annual logic models with short-, intermediate-, and long-term measures.

1.3.3.4. Inputting data on a monthly basis by the 20th business day of the month to an online database per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures Federal Block Grant. The Contractor shall ensure data includes but is not limited to:

1.3.3.4.1. Number of individuals served or reached.

1.3.3.4.2. Demographics.

1.3.3.4.3. Strategies and activities per IOM by the six (6) activity types.

1.3.3.4.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.

1.3.3.4.5. Percentage of evidence-based strategies.

1.3.3.5. Submitting annual reports.

1.3.3.6. Providing additional reports or data as required by the Department.

1.3.3.7. Participating and administering the Regional SMP Stakeholder Survey in alternate years.

1.3.4. The Contractor shall provide Reports for Continuum of Care that include, but are not limited to:

1.3.4.1. Submitting updates on regional assets and gaps assessments, as required.

1.3.4.2. Submitting updates on regional CoC development plans, as indicated.

1.3.4.3. Submitting quarterly reports, as indicated.

1.3.4.4. Submitting year-end reports, as indicated.

1.3.5. The Contractor shall complete a monthly report supplied by the Department that includes, but is not limited to:

1.3.5.1. Type and number of activities conducted.

1.3.5.2. Type and number of Naloxone and Naloxone kits distributed including where, and to whom.

1.3.5.3. Demographics of individuals served including:

1.3.5.3.1. Age

1.3.5.3.2. Gender

1.3.5.3.3. Race

1.3.5.3.4. Ethnicity

1.3.5.3.5. Housing status

1.3.5.4. Inventory of Naloxone and Naloxone kits.

1.3.5.5. Communities (towns and cities) served within the region.

1.3.5.6. Barriers to Distribution and Dissemination Plan.

1.3.6. The Contractor shall provide reports for School-Based Vaccination Clinics that include but are not limited to:

1.3.6.1. Attending annual debriefing and planning meetings with NHIP staff.

1.3.6.2. Completing a year-end summary of:

1.3.6.2.1. The total numbers of children vaccinated; and

1.3.6.2.2. Accomplishments and improvements to future school-based clinics.

1.3.6.3. Providing aggregated non-personally identifiable data, by school for each school, to the NHIP no later than three (3) months after SBCs are concluded, that include:

1.3.6.3.1. Number of students by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) at that school;

1.3.6.3.2. Number of students vaccinated against SARS-Co-V-2 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school;

1.3.6.3.3. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school; and

1.3.6.3.4. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.3.5. Number of students vaccinated against COVID-19 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.4. Providing other reports and updates as requested by NHIP.

1.3.7. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department:

1.3.7.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by DPHS.

1.3.7.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.

1.3.7.3. Final After-Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.

1.3.7.4. Other information that may be required by federal and state funders during the contract period.

1.3.8. The Contractor shall submit quarterly reports, which shall include, but are not limited:

1.3.8.1. Description of activities performed, resulting impacts, individuals and families served, and other outcomes.

1.3.8.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.

1.3.8.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

1.3.8.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

1.3.8.5. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

1.3.8.6. Efforts, successes, and challenges experienced in providing community engagement.

1.3.8.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.

1.3.8.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received

results disaggregated by the following age ranges:

1.3.8.8.1. 5-11 years old.

1.3.8.8.2. 12-17 years old.

1.3.8.8.3. 18 years and older.

1.3.8.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:

1.3.8.9.1. 5-11 years old.

1.3.8.9.2. 12-17 years old.

1.3.8.9.3. 18 years and older.

1.3.8.9.4. Any other age group eligible for COVID-19 vaccination.

1.3.8.10. Number of collaborating agencies/services identified as part of CHW-led intervention.

1.3.8.11. Number and percentage of clients with one or more identified co-morbidities through the EMR.

1.3.8.12. Number and percentage of resources provided in a primary language other than English.

1.3.8.13. Number and percentage of in-community visits with CHW clients at locations other than the Contractor's.

1.3.8.14. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.

1.3.8.15. Percentage of clients who identify one or more unmet need.

1.3.8.16. Number and percentage of identified unmet needs that are met with assistance of the CHWs.

1.3.8.17. Number and percentage of clients who have completed CHW encounter form and patient questionnaire.

1.3.8.18. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:

1.3.8.18.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.

1.3.8.18.2. Number of other navigation and support services to address COVID-19 risk factors.

1.3.8.18.3. Number of referrals completed through closed loop referral system.

1.3.8.18.4. Number of referrals for COVID-19 vaccination/vaccine support by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.

1.3.8.19. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.

1.3.8.20. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).

1.3.8.21. Number and percentage of CHW clients able to access COVID-19 vaccine within fourteen (14) days of first CHW encounter.

1.3.8.22. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.

1.3.8.23. Number and type of trainings provided to CHWs supported by COVID Health Disparities funding.

1.4. Performance Measures

1.4.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.1. <u>Public Health Advisory Council</u>

1.4.1.1.1. Documented organizational structure for the PHAC, including but not limited to:

1.4.1.1.1.1. Vision or mission statements.

1.4.1.1.1.2. Organizational charts.

1.4.1.1.1.3. Agreements.

1.4.1.1.1.4. Meeting minutes.

1.4.1.1.1.5. Documentation that the PHAC membership represents public health stakeholders and the covered populations.

1.4.1.1.1.6. CHIP evaluation plan that demonstrates positive outcomes each year.

1.4.1.1.1.7. Publication of an annual report to the community.

1.4.1.2. Public Health Emergency Preparedness

1.4.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review, based on prioritized recommendations from the Department.

1.4.1.2.2. Response rate and percentage of staff responding during staff notification, acknowledgement and assembly drills.

1.4.1.2.3. Percentage of requests for activation met by the Multi-Agency Coordinating Entity.

1.4.1.2.4. Percentage of requests for deployment during emergencies met by partnering agencies and volunteers.

1.4.1.3. Substance Misuse Primary Prevention Coordination and Continuum of Care Facilitation:

1.4.1.3.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.3.1.1. Increased leadership within the RPHN to plan, implement, monitor and evaluate progress in meeting goals in the three year strategic plan.

1.4.1.3.1.2.	Increased section engagement in understanding local conditions related to substance misuse, planning and carrying out the activities and strategies in the three year strategic plan.
1.4.1.3.1.3.	Increase linkages and coordination with behavioral and medical health providers to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
1.4.1.3.1.4.	Increase in resource allocation within the region to address substance misuse issues.
1.4.1.3.1.5.	Decrease in the use of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.6.	Decrease in the consequences of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.7.	As measured by a RPHN Community Mobilization Survey Tool designed by the Department and the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health

(NSDUH), and other identified data sources.

1.4.1.4. School-Based Vaccination Clinics

1.4.1.4.1. Annual increase in the percentage of students receiving COVID-19 vaccination and seasonal influenza vaccination in school-based clinics.

1.4.1.4.2. Annual increase in the percentage of schools providing School Based vaccination clinics who are identified by NHIP as participating in the Free/Reduced School Lunch Program, or completion of at least 50% of schools listed by the Department.

1.4.1.4.3. Maintain influenza vaccine wastage below 5%.

1.4.2. 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.

1.4.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.

1.4.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

4. Records

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

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. 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.

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department 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
Regional Public Health Network Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 95% Federal funds from:
      1.1.1. Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
      1.1.2. Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
      1.1.3. Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
      1.1.4. Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
      1.1.5. National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
      1.1.6. Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
      1.1.7. Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, as awarded on August 27, 2020, by the Centers for Disease Control and Prevention, CFDA 93.391, FAIN NH95OT000031.
   1.2. 5% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY 23 Budget through Exhibit C-6 SFY 24 Budget.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
   8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. 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.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Contractor Name: *Granite United Way-Capital Area*
Budget Request for: *Regional Public Health Services*
Budget Period *SFY23 (July 1, 2022 - June 30, 2023)*
Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	$19,880	$18,509	$66,130	$3,365	$125,095	$14,732	$4,685	$8,953
2. Fringe Benefits	$5,567	$5,183	$18,516	$942	$35,027	$4,125	$1,312	$2,507
3. Consultants	$6,240	$685	$100	$4,160	$1,000	$500	$3,845	$100
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$2,000	$100	$771	$0	$2,000	$0	$500	$100
5.(a) Supplies - Educational	$500	$250	$100	$100	$2,000	$0	$250	$250
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$2,769	$0	$500	$0	$0	$0	$1,000	$100
5.(e) Supplies Office	$1,000	$250	$500	$100	$2,500	$0	$500	$250
6. Travel	$2,000	$500	$1,000	$200	$6,000	$500	$750	$572
7. Software	$200	$200	$200	$0	$1,200	$0	$0	$100
8. (a) Other - Marketing/Communications	$500	$250	$250	$100	$974	$500	$100	$100
8. (b) Other - Education and Training	$500	$250	$250	$123	$3,500	$1,000	$100	$250
8. (c) Other - Other (specify below)								
Other (Expenses)	$1,230	$1,005	$2,285	$0	$4,420	$0	$540	$265
Other (Occupacy)	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$3,269	$100	$100	$0	$1,000	$1,370	$100	$100
Total Direct Costs	$45,655	$27,282	$90,703	$9,091	$184,716	$22,727	$13,682	$13,646
Total Indirect Costs	$4,345	$2,718	$8,915	$909	$18,372	$2,273	$1,318	$1,354
Subtotals	$50,000	$30,000	$99,618	$10,000	$203,087	$25,000	$15,000	$15,000
							TOTAL	$447,705

DS
PT
Contractor Initials
6/7/2022
Date

New Hampshire Department of Health and Human Services

Contractor Name: *Granite United Way-Capital Area*

Budget Request for: *Regional Public Health Services*

Budget Period *SFY24 (July 1, 2023 - June 30, 2024)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics
1. Salary & Wages	$19,880	$18,509	$66,130	$3,365	$125,095	$4,685
2. Fringe Benefits	$5,587	$5,183	$18,516	$942	$35,027	$1,312
3. Consultants	$6,240	$685	$100	$4,160	$1,000	$3,845
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$2,000	$100	$771	$0	$2,000	$500
5.(a) Supplies - Educational	$500	$250	$100	$100	$2,000	$250
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$2,769	$0	$500	$0	$0	$1,000
5.(e) Supplies Office	$1,000	$250	$500	$100	$2,500	$500
6. Travel	$2,000	$500	$1,000	$200	$6,000	$750
7. Software	$200	$200	$200	$0	$1,200	$0
8. (a) Other - Marketing/Communications	$500	$250	$250	$100	$974	$100
8. (b) Other - Education and Training	$500	$250	$250	$123	$3,500	$100
8. (c) Other - Other (specify below)						
Other (Expenses)	$1,230	$1,005	$2,285	$0	$4,420	$540
Other (Occupacy)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$3,269	$100	$100	$0	$1,000	$100
Total Direct Costs	$45,655	$27,282	$90,703	$9,091	$184,716	$13,682
Total Indirect Costs	$4,345	$2,718	$8,915	$909	$18,372	$1,318
Subtotals	$50,000	$30,000	$99,618	$10,000	$203,087	$15,000
TOTAL						$407,705

DS PT

Contractor Initials

6/7/2022

Date

New Hampshire Department of Health and Human Services
Contractor Name: *Granite United Way - Carroll County*
Budget Request for: *Regional Public Health Services*
Budget Period *SFY23 (July 1, 2022 - June 30, 2023)*
Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	$27,179	$17,904	$27,179	$5,700	$117,046	$14,732	$7,452	$9,001
2. Fringe Benefits	$7,610	$5,013	$7,610	$1,596	$32,773	$4,699	$2,086	$2,423
3. Consultants	$4,980	$301	$100	$100	$1,838	$500	$100	$100
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$100	$100	$100	$0	$3,000	$0	$100	$100
5.(a) Supplies - Educational	$500	$150	$100	$250	$2,000	$560	$250	$120
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$500	$0	$500	$0	$0	$0	$1,000	$120
5.(e) Supplies Office	$500	$150	$500	$276	$2,500	$560	$500	$120
6. Travel	$799	$500	$1,290	$358	$6,000	$750	$750	$368
7. Software	$200	$200	$200	$0	$1,200	$0	$0	$100
8. (a) Other - Marketing/Communications	$150	$150	$250	$100	$1,974	$250	$100	$100
8. (b) Other - Education and Training	$150	$150	$250	$123	$3,500	$250	$100	$100
8. (c) Other - Other (specify below)								
Other (Expenses)	$1,553	$1,738	$2,285	$313	$6,484	$0	$736	$835
Other (Occupacy)	$1,142	$826	$1,295	$275	$5,610	$0	$408	$408
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$100	$100	$100	$0		$427	$100	$100
Total Direct Costs	$45,463	$27,282	$41,760	$9,091	$184,925	$22,728	$13,682	$13,995
Total Indirect Costs	$4,536	$2,718	$4,165	$909	$18,162	$2,273	$1,318	$1,005
Subtotals	$50,000	$30,000	$45,925	$10,000	$203,087	$25,000	$15,000	$15,000
							TOTAL	$394,012

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PT
Contractor Initials
6/7/2022
Date

New Hampshire Department of Health and Human Services

Contractor Name: *Granite United Way - Carroll County*

Budget Request for: *Regional Public Health Services*

Budget Period *SFY24 (July 1, 2023 - June 30, 2024)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics
1. Salary & Wages	$27,179	$17,904	$27,179	$5,700	$117,046	$7,452
2. Fringe Benefits	$7,610	$5,013	$7,610	$1,596	$32,773	$2,086
3. Consultants	$4,980	$301	$100	$100	$1,838	$100
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$100	$100	$100	$0	$3,000	$100
5.(a) Supplies - Educational	$500	$150	$100	$250	$2,000	$250
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$500	$0	$500	$0	$0	$1,000
5.(e) Supplies Office	$500	$150	$500	$276	$2,500	$500
6. Travel	$799	$500	$1,290	$358	$6,000	$750
7. Software	$200	$200	$200	$0	$1,200	$0
8. (a) Other - Marketing/Communications	$150	$150	$250	$100	$1,974	$100
8. (b) Other - Education and Training	$150	$150	$250	$123	$3,500	$100
8. (c) Other - Other (specify below)						
Other (Expenses)	$1,553	$1,738	$2,285	$313	$6,484	$736
Other (Occupacy)	$1,142	$826	$1,295	$275	$5,610	$408
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$100	$100	$100	$0	$1,000	$100
Total Direct Costs	$45,463	$27,282	$41,760	$9,091	$184,925	$13,682
Total Indirect Costs	$4,536	$2,718	$4,165	$909	$18,162	$1,318
Subtotals	**$50,000**	**$30,000**	**$45,925**	**$10,000**	**$203,087**	**$15,000**
TOTAL						**$354,012**

Contractor Initials PT DS

Date 6/7/2022

New Hampshire Department of Health and Human Services
Contractor Name: *Granite United Way - South Central*
Budget Request for: *Regional Public Health Services*
Budget Period *SFY23 (July 1, 2022 - June 30, 2023)*
Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	$1,760	$0	$3,521	$587	$8,215	$587	$587	$8,988
2. Fringe Benefits	$704	$0	$1,194	$92	$1,915	$164	$142	$2,517
3. Consultants	$15,600	$0	$100	$100	$1,000	$500	$3,845	$100
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$2,000	$0	$100	$0	$2,000	$0	$500	$100
5.(a) Supplies - Educational	$500	$0	$0	$100	$240	$560	$250	$100
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$2,769	$0	$0	$0	$0	$0	$1,000	$100
5.(e) Supplies Office	$1,000	$0	$240	$100	$240	$560	$500	$100
6. Travel	$2,000	$0	$250	$200	$140	$750	$750	$633
7. Software	$200	$0	$200	$0	$200	$0	$0	$100
8. (a) Other - Marketing/Communications	$500	$0	$250	$100	$250	$500	$100	$100
8. (b) Other - Education and Training	$500	$0	$250	$123	$250	$500	$100	$100
8. (c) Other - Other (specify below)								
Other (Expenses)	$1,230	$0	$2,285	$110	$2,385	$280	$540	$617
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$16,891	$0	$79,442	$7,579	$167,988	$18,326	$5,368	$100
Total Direct Costs	$45,655	$30,000	$87,832	$9,091	$184,824	$22,727	$13,682	$13,655
Total Indirect Costs	$4,345	$0	$8,772	$909	$18,262	$2,273	$1,318	$1,345
Subtotals	$50,000	$30,000	$96,604	$10,000	$203,087	$25,000	$15,000	$15,000
							TOTAL	$444,691

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Contractor Initials

6/7/2022

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Granite United Way - South Central*

Budget Request for: *Regional Public Health Services*

Budget Period *SFY24 (July 1, 2023 - June 30, 2024)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics
1. Salary & Wages	$1,760	$0	$3,521	$587	$8,215	$587
2. Fringe Benefits	$704	$0	$1,194	$92	$1,915	$142
3. Consultants	$15,600	$0	$100	$100	$1,000	$3,845
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$2,000	$0	$100	$0	$2,000	$500
5.(a) Supplies - Educational	$500	$0	$0	$100	$240	$250
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$2,769	$0	$0	$0	$0	$1,000
5.(e) Supplies Office	$1,000	$0	$240	$100	$240	$500
6. Travel	$2,000	$0	$250	$200	$140	$750
7. Software	$200	$0	$200	$0	$200	$0
8. (a) Other - Marketing/Communications	$500	$0	$250	$100	$250	$100
8. (b) Other - Education and Training	$500	$0	$250	$123	$250	$100
8. (c) Other - Other (specify below)						
Other (Expenses)	$1,230	$0	$2,285	$110	$2,385	$540
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$16,891	$0	$79,442	$7,579	$167,988	$5,368
Total Direct Costs	$45,655	$30,000	$87,832	$9,091	$184,824	$13,682
Total Indirect Costs	$4,345	$0	$8,772	$909	$18,262	$1,318
Subtotals	**$50,000**	**$30,000**	**$96,604**	**$10,000**	**$203,087**	**$15,000**
TOTAL						**$404,691**

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Contractor Initials

Date 6/7/2022

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

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Vendor Initials _____
Date 6/7/2022

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: Granite United Way

DocuSigned by:
Patrick Tufts
[illegible]

6/7/2022
Date

Name: Patrick Tufts
Title: President

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Vendor Name: Granite United Way

6/7/2022
Date

DocuSigned by:
Patrick Tufts
47583720160144F...
Name: Patrick Tufts
Title: President

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Vendor Initials
6/7/2022
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS PT

6/7/2022
Date

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Granite United Way

6/7/2022
Date

DocuSigned by:
Patrick Tufts
475837AU8D145E...
Name: Patrick Tufts
Title: President

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.

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

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

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

Contractor Name: Granite United Way

6/7/2022
Date

DocuSigned by:
Patrick Tufts
4758378A116D143F...
Name: Patrick Tufts
Title: President

DS
PT
Contractor Initials

6/7/2022
Date

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Granite United Way

6/7/2022
Date

DocuSigned by:
Patrick Tufts
Name: Patrick Tufts
Title: President

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

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

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

Department of Health and Human Services	Granite United Way
The State	Name of the Contractor
Signed by: Patricia M. Tilley 045FB38F5DFD4C8...	Patrick Tufts 4F3637A116D143F...
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Patrick Tufts
Name of Authorized Representative	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
6/7/2022	6/7/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (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: Granite United Way

6/7/2022
Date

DocuSigned by:
Patrick Tufts
Name: Patrick Tufts
Title: President

DS
PT
Contractor Initials
6/7/2022
Date

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: 156484990

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DS PT

Contractor Initials _____

6/7/2022

Date _____

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DS PT

Contractor Initials _____

6/7/2022

Date _____

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

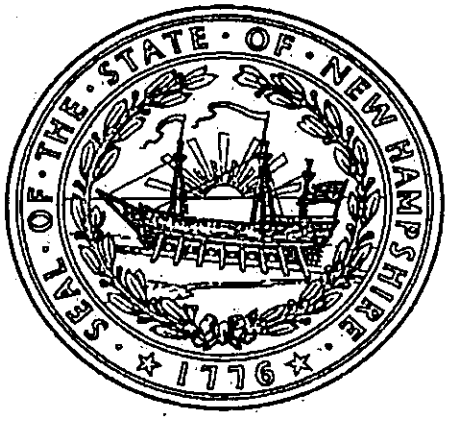
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE UNITED WAY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1927. 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: **65650**

Certificate Number: **0005745302**



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 April A.D. 2022.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

I, Kathy Bizarro-Thunberg, hereby certify that:

1. I am a duly elected Secretary of the Board of Granite United Way.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on September 24, 2020, at which a quorum of the Directors were present and voting.

VOTED: That Patrick Tufts, President & CEO, is duly authorized on behalf of Granite United Way 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 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: 5/25/22

Kathleen A. Bizarro-Thunberg
Signature of Elected Officer
Name: Kathy Bizarro-Thunberg
Title: Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2022

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

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

PRODUCER	CONTACT NAME: Elizabeth Prindiville
THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012 E-MAIL ADDRESS: eprindiville@rowleyagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Granite United Way 22 Concord Street Floor 2 Manchester NH 03101	INSURER A: Hanover Ins - Bedford	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZHV900337108	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			ZHV900337108	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHV9003210-09	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3A States: NH, VT WHV8996802-09	1/1/2022	1/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER

DHHS
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

E Prindiville/ESP Elizabeth Prindiville

Granite United Way

LIVE UNITED

MISSION STATEMENT

Granite United Way's mission is to improve the quality of people's lives by bringing together the caring power of communities.

GRANITE UNITED WAY

FINANCIAL REPORT

JUNE 30, 2021

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NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

Report on the Financial Statements

We have audited the accompanying financial statements of Granite United Way, which comprise the statement of financial position as of June 30, 2021, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America 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 financial statements are free from material misstatement.

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

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

70 Commercial Street, 4th Floor
Concord, NH 03301
v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431
v: 603-357-7665
f: 603-224-3792

44 School Street
Lebanon, NH 03766
v: 603-448-2650
f: 603-448-2476

Opinion

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

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 18, 2021 on our consideration of Granite United Way'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. The purpose of that report is 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 Granite United Way's 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 Granite United Way's internal control over financial reporting and compliance.

Other Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules of community impact awards to qualified partner agencies and emerging opportunity grants are presented for purposes of additional analysis and are not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 financial statements as a whole.

Nathan Vechalu & Company

Concord, New Hampshire
November 18, 2021

GRANITE UNITED WAY

STATEMENT OF FINANCIAL POSITION
June 30, 2021

ASSETS

	Without Donor / Time Restrictions	With Donor / Time Restrictions	Total
CURRENT ASSETS			
Cash	$ 247,084	$ 674,019	$ 921,103
Prepaid and reimbursable expenses	31,049	-	31,049
Investments	444,066	-	444,066
Accounts and rent receivable	76,730	-	76,730
Contributions and grants receivable, net of allowance for uncollectible contributions of $400,365	-	2,902,143	2,902,143
Total current assets	798,929	3,576,162	4,375,091
OTHER ASSETS			
Property and equipment, net	1,152,668	-	1,152,668
Investments - endowment	13,026	247,705	260,731
Beneficial interest in assets held by others	-	2,171,078	2,171,078
Total other assets	1,165,694	2,418,783	3,584,477
Total assets	$ 1,964,623	$ 5,994,945	$ 7,959,568

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES			
Current maturities of long-term notes payable	$ 14,311	$ -	$ 14,311
Donor-designations payable	322,278	261,946	584,224
Accounts payable	687,182	-	687,182
Accrued expenses	186,263	-	186,263
Funds held for others	9,669	-	9,669
Total current liabilities	1,219,703	261,946	1,481,649
LONG-TERM LIABILITIES			
Notes payable, less current maturities	172,347	-	172,347
Total liabilities	1,392,050	261,946	1,653,996
COMMITMENTS *(See Notes)*			
NET ASSETS:			
Without donor/ time restrictions	572,573	-	572,573
With donor/ time restrictions (Note 9)	-	5,732,999	5,732,999
Total net assets	572,573	5,732,999	6,305,572
Total liabilities and net assets	$ 1,964,623	$ 5,994,945	$ 7,959,568

See Notes to Financial Statements.

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2021

	Without Donor / Time Restrictions	With Donor / Time Restrictions	Total
Support and revenues:			
Campaign revenue:			
Traditional contributions pledged	$ -	$ 5,627,124	$ 5,627,124
Restricted contributions pledged	-	1,593,987	1,593,987
Less donor designations	-	(1,258,841)	(1,258,841)
Less provision for uncollectible pledges	-	(232,967)	(232,967)
Add prior years' excess provision for uncollectible pledges taken into income in current year	114,020	-	114,020
Net campaign revenue	114,020	5,729,303	5,843,323
Support:			
Grant revenue	-	4,741,440	4,741,440
Sponsors and program revenue	-	249,950	249,950
In-kind contributions	35,356	-	35,356
Total support	149,376	10,720,693	10,870,069
Other revenue:			
Rental income	96,913	-	96,913
Administrative fees	47,863	-	47,863
Miscellaneous income	15,092	-	15,092
Total support and revenues	309,244	10,720,693	11,029,937
Net assets released from restrictions:			
For satisfaction of time restrictions	4,205,818	(4,205,818)	-
For satisfaction of program restrictions	6,290,454	(6,290,454)	-
	10,805,516	224,421	11,029,937
Expenses:			
Program services	10,269,155	-	10,269,155
Support services:			
Fundraising	588,728	-	588,728
Management and general	461,753	-	461,753
Total expenses	11,319,636	-	11,319,636
Increase (decrease) in net assets before non-operating activities	(514,120)	224,421	(289,699)
Non-operating activities:			
Change in value of beneficial interest in trusts, net of fees of $12,131	-	489,357	489,357
Realized and unrealized gains (losses) on investments	(12,468)	23,367	10,899
Paycheck Protection Program loan forgiveness	772,500	-	772,500
Investment income, net	129,416	4,784	134,200
Total non-operating activities	889,448	517,508	1,406,956
Net increase in net assets	375,328	741,929	1,117,257
Net assets, beginning of year	197,245	4,991,070	5,188,315
Net assets, end of year	$ 572,573	$ 5,732,999	$ 6,305,572

See Notes to Financial Statements.

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2021

	Grants and awards	Salaries, employee benefits and taxes	Occupancy	Technology and telephone expenses	United Way Worldwide dues and other dues and subscriptions	Campaign, communications and printing	Professional services and subcontractors	Conferences, travel and staff development	Supplies, office expenses, insurance, and other	Depreciation and amortization	Total
Program services:											
211 New Hampshire	$ -	$ 633,032	$ -	$ 1,281,288	$ 7,560	$ 140	$ 1,500	$ 873	$ 151,093	$ -	$ 2,075,486
Community impact grants	1,395,459	-	-	-	-	-	-	-	-	-	1,395,459
Public Health Network	-	438,606	14,171	568	-	1,861	479,944	10,282	145,702	-	1,091,134
CARES ACT - Basic Needs	758,910	-	-	-	-	-	-	-	-	-	758,910
CARES ACT - Recovery Friendly Workplace	659,091	-	-	-	-	-	-	-	-	-	659,091
Whole Village Family Resource Center	-	111,261	79,413	12,906	-	-	40,620	124	69,588	31,897	345,809
Department of Justice	-	79,071	-	-	-	-	128,716	-	1,442	-	209,229
CARES ACT - Empower Youth	158,500	-	-	-	-	-	-	23,313	7,525	-	189,338
Fuel Our Families	155,422	-	-	-	-	-	-	-	-	-	155,422
Recovery Friendly Workplace	-	138,135	-	-	-	2,467	-	4,123	7,525	-	152,250
Work United Program	-	98,246	-	-	-	-	-	51,688	-	-	149,934
Leader in Me	144,067	-	-	-	-	-	-	-	-	-	144,067
Volunteer Income Tax Assistance	-	106,686	-	-	-	-	10,209	-	21,148	-	138,043
COVID-19 Relief Fund	135,418	-	-	-	-	-	-	-	-	-	135,418
Literacy	20,000	-	-	-	-	-	-	-	78,790	-	98,790
Other program services	33,509	1,804,200	123,141	116,028	112,016	34,446	118,298	6,930	194,902	27,305	2,570,775
Total program services	3,460,376	3,409,237	216,725	1,410,790	119,576	38,914	779,287	97,333	677,715	59,202	10,269,155
Supporting Services:											
Fundraising	-	432,331	29,508	20,861	26,842	51,669	2,298	1,490	17,186	6,543	588,728
Management and general	-	327,710	22,367	15,812	20,346	-	46,742	1,129	22,687	4,960	461,753
Total supporting services	-	760,041	51,875	36,673	47,188	51,669	49,040	2,619	39,873	11,503	1,050,481
Total functional expenses	$ 3,460,376	$ 4,169,278	$ 268,600	$ 1,447,463	$ 166,764	$ 90,583	$ 828,327	$ 99,952	$ 717,588	$ 70,705	$ 11,319,636

See Notes to Financial Statements.

GRANITE UNITED WAY

STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from donors	$	7,633,270
Cash received from grantors		4,019,420
Administrative fees		47,863
Other cash received		64,007
Cash received from trusts		92,470
Designations paid		(1,551,848)
Net cash received for funds held for others		2,464
Cash paid to agencies and grantees		(3,394,198)
Cash paid to suppliers, employees, and others		(7,150,154)
Net cash used in operating activities		(236,706)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment		(41,305)
Proceeds from sale of investments		7,228
Net cash used in investing activities		(34,077)
CASH FLOWS USED IN FINANCING ACTIVITIES		
Repayments of long-term debt		(13,417)
Net decrease in cash		(284,200)
Cash, beginning of year		1,205,303
Cash, end of year	$	921,103
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for:		
Interest expense	$	9,599

See Notes to Financial Statements.

Note 1. Nature of Activities

Granite United Way is the result of six United Ways merging together to create a single, efficient organization that covers more than 80% of New Hampshire and Windsor County, Vermont. Granite United Way improves lives by mobilizing the caring power of their communities. More than fundraisers, Granite United Way is a partner in change, working with a broad range of people and organizations to identify and resolve pressing community issues. Granite United Way works closely with volunteer leadership to invest donor dollars to help the community learn, earn and be healthy. By focusing on these investment initiatives, Granite United Way is helping people in new and strategic ways.

Granite United Way conducts annual campaigns in the fall of each year to support hundreds of local programs, primarily in the subsequent year, while the State Employee Charitable Campaign, managed by Granite United Way, is conducted in May and June. Campaign contributions are used to support local health and human services programs, collaborations and to pay Granite United Way's operating expenses. Donors may designate their pledges to support a region of Granite United Way, a Community Impact area, other United Ways or to any health and human service organization having 501(c)(3) tax-exempt status. Amounts pledged to other United Ways or agencies are included in the total contributions pledged revenue and as designations expense. The related amounts receivable and payable are reported as an asset and liability in the statement of financial position. The net campaign results are reflected as with donor restrictions in the accompanying statement of activities and changes in net assets, as the amounts are to be collected in the following year. Prior year campaign results are reflected as net assets released from restrictions in the current year statement of activities and changes in net assets.

Granite United Way invests in the community through three different vehicles:

June 30,		2021
Community Impact Awards to partner agencies	$	1,395,459
Donor designated gifts to Health and Human Service agencies		1,258,841
Granite United Way Program services		8,873,696
Total	$	11,527,996

The Board of Directors approved Community Impact Grant Awards amounting to $1,100,000 for the year ended June 30, 2022.

Note 2. Summary of Significant Accounting Policies

Basis of accounting: The financial statements of Granite United Way (the "United Way") have been prepared on the accrual basis. Under the accrual basis, revenues and gains are recognized when earned and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Estimates and assumptions: The United Way prepares its financial statements in accordance with generally accepted accounting principles. Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents: For purposes of reporting cash flows, the United Way considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The United Way had no cash equivalents at June 30, 2021.

Net assets: The United Way reports information regarding its financial position and activities according to two categories of net assets: net assets with donor restrictions and net assets without donor restrictions. Descriptions of these net asset categories are as follows:

Net assets without donor/ time restrictions: Net assets without donor restrictions are available for use at the discretion of the Board of Directors and/or management for general operating purposes. From time to time the Board of Directors designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion. For example, the Board has designated a portion of net assets without donor restrictions as a quasi-endowment (an amount to be treated by management as if it were part of the donor restricted endowment) for the purpose of securing the United Way's long-term financial viability.

The United Way has board designated net assets of $13,026 for endowment at June 30, 2021.

Net assets with donor/ time restrictions: Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions.

The United Way reports gifts of cash and other assets as revenue 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, the net assets are reclassified as net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

Some net assets with donor restrictions include a situation that assets provided be maintained permanently (perpetual in nature) while permitting the United Way to expend the income generated by the assets in accordance with the provisions of additional donor imposed stipulations or a Board approved spending policy.

Contributions receivable: Campaign pledge contributions are generally paid within one year. The United Way provides an allowance for uncollectible pledges at the time campaign results are recorded. Provisions for uncollectible pledges have been recorded in the amount of $232,967 for the campaign period ended June 30, 2021. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for the year June 30, 2021.

Investments: The United Way's investments in marketable equity securities and all debt securities are reported at their fair value based upon quoted market prices in the accompanying statement of financial position. Unrealized gains and losses are included in the changes in net assets in the accompanying statement of activities. The United Way's investments do not have a significant concentration of credit risk within any industry, geographic location, or specific location.

Revenue recognition - Contributions: The United Way recognizes contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as either revenues without donor restrictions or revenues with donor restrictions. Contributions with donor restrictions that are used for the purposes specified by the donor in the same year as the contribution is received are recognized as revenues with donor restrictions and are reclassified as net assets released from restrictions in the same year. Promises to contribute that stipulate conditions to be met before the contribution is made are not recorded until the conditions are met. There were no conditional promises to give as of June 30, 2021.

Donated goods and services: Contributed services are recognized when the services received would typically need to be purchased if they had not been provided by donation or require specialized skills and are provided by individuals possessing those skills. Various types of in-kind support, including services, call center space, gift certificates, materials and other items, amounting to $35,356 have been reflected at fair value in the financial statements for year ended June 30, 2021.

A substantial number of volunteers have donated significant amounts of their time in United Way's program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Functional allocation of expenses: The statement of functional expenses present expenses by function and natural classification. Expenses directly attributable to a specific functional area of the United Way are reported as expenses of those functional areas. A portion of general and administrative costs that benefit multiple functional areas (indirect costs) have been allocated across programs and other supporting services based on estimates of time and effort.

Property and equipment: Property and equipment are carried at cost if purchased and fair value if contributed. Maintenance, repairs, and minor renewals are expensed as incurred, and major renewals and betterments are capitalized. The United Way capitalizes additions of property and equipment in excess of $2,500.

Depreciation of property and equipment is computed using the straight-line method over the following useful lives:

	Years
Building and building improvements	5-31½
Leasehold improvements	15
Furniture and equipment	3-10

Operating measure: The United Way has presented the statement of activities and changes in net assets based on an intermediate measure of operations. The measure of operations includes all revenues and expenses that are an integral part of the United Way's programs and supporting activities and net assets released from restrictions to support operating activities. Non-operating activities are limited to resources outside of those program and services and are comprised of investment return, the changes in fair value of the beneficial interest in trusts, and gains and losses on sales and dispositions of assets.

Concentrations of credit risk: Financial instruments which potentially subject the United Way to concentrations of credit risk, consist primarily of contributions receivable, substantially all of which are from individuals, businesses, or not-for-profit organizations. Concentrations of credit risk are limited due to the large number of donors comprising the United Way's donor base. As a result, at June 30, 2021, the United Way does not consider itself to have any significant concentrations of credit risk with respect to contributions receivable.

In addition, the United Way maintains cash accounts with several financial institutions insured by the Federal Deposit Insurance Corporation up to $250,000. At June 30, 2021, there was approximately $676,000 included in cash in excess of federally insured limits.

Income taxes: The United Way is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The United Way is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The United Way has adopted the provisions of FASB ASC 740 Accounting for Uncertainty in Income Taxes. Accordingly, management has evaluated the United Way's tax positions and concluded the United Way had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements.

With few exceptions, the United Way is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for tax years before 2018.

Change in accounting principle: The United Way has adopted *Revenue from Contracts with Customers* (Accounting Standard Update 2014-09). Analysis of various provisions of this standard resulted in no significant changes in the way the United Way recognizes revenue, and therefore no changes to the previously issued audited financial statements were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the standard.

The United Way has adopted *Fair Value Measurement (Topic 820) Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (Accounting Standards Update 2018-13). The disclosures have been updated in accordance with the standard.

Recent accounting pronouncements: In February 2016, the FASB issued, *Leases, Topic 842* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset.

Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. This standard will be effective for the United Way for the year ended June 30, 2023, with early adoption permitted. Management is currently evaluating the impact this will have on its financial statements.

Note 3. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are as follows:

- Level 1 – inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at Level 1 fair value generally are securities listed in active markets. The United Way has valued their investments listed on national exchanges at the last sales price as of the day of valuation.

- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

- Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2021:

	Level 1	Level 2	Level 3
Money market funds	$ 113,295	$ 33,689	$ -
Mutual funds:			
Domestic equity	100,093	-	-
Fixed income	274,798	-	-
Fixed income funds	150,923	8,476	-
Corporate bonds	-	45,882	-
Beneficial interest in assets held by others	-	-	2,171,078
Total	$ 639,109	$ 88,047	$ 2,171,078

All assets have been valued using a market approach, except for the beneficial interest in assets held by others, and have been consistently applied. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets. Prices may be indicated by pricing guides, sales transactions, market trades, or other sources.

The beneficial interest in assets held by others is valued using the income approach. The value is determined by calculating the present value of future distributions expected to be received, which approximates the value of the trust's assets at June 30, 2021.

GAAP requires disclosure of an estimate of fair value for certain financial instruments. The United Way's significant financial instruments include cash and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Note 4. Property and Equipment

Property and equipment, at cost, at June 30,		2021
Land, buildings and building improvements	$	1,440,636
Leasehold improvements		5,060
Furniture and equipment		370,804
Total property and equipment		1,816,500
Less accumulated depreciation		(663,832)
Total property and equipment, net	$	1,152,668

Note 5. Endowment Funds Held by Others

Agency endowed funds: The United Way is a beneficiary of various agency endowment funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as separate funds designated for the benefit of the United Way.

In accordance with its spending policy, the Foundation may make distributions from the funds to the United Way. The New Hampshire Charitable Foundation's charitable distribution rate is currently 5% of the fund's average market value of the trailing 20 calendar quarters.

The estimated value of the future distributions from the funds is included in these financial statements as required by FASB ASC 958-605, however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way.

The United Way received $86,884 from the agency endowed funds during the year ended June 30, 2021.

Designated funds: The United Way is also a beneficiary of two designated funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of the United Way. In accordance with its spending policy, the Foundation makes distributions from the funds to the United Way. The New Hampshire Charitable Foundation's charitable distribution rate is currently 5% of the fund's average market value of the trailing 20 calendar quarters.

These funds are not included in these financial statements, since although all property in these funds was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way, The New Hampshire Charitable Foundation may redirect funds to another organization.

The United Way received $5,586 from the designated funds during the year ended June 30, 2021. The market value of these fund's assets amounted to approximately $139,000 at June 30, 2021.

Note 6. Long-term Debt

Long-term debt at June 30,		2021
Mortgage financed with a local bank. Interest rate at the 5-year Federal Home Loan Classic Advance Rate plus 2.5% (4.82% at June 30, 2021). Due in monthly installments of principal and interest of $1,908 through December, 2031. Collateralized by the United Way's building located in Plymouth, NH.	$	186,658
Less portion payable within one year		**14,311**
Total long-term debt	$	**172,347**

The scheduled maturities of long-term debt at June 30, 2021 were as follows:

Year Ending June 30,		
2022	$	14,311
2023		15,016
2024		15,756
2025		16,532
2026		17,347
Thereafter		107,696
Total	$	186,658

The mortgage note contains a financial covenant for debt service coverage, which is tested annually based on the year-end financial statements.

The United Way has a revolving line-of-credit with Citizen's Bank with a maximum borrowing limit of $250,000. The line-of-credit is subject to annual review and renewal. The line-of-credit agreement bears interest equal to the Wall Street Journal prime rate plus 0.25% (3.5% as of June 30, 2021) and is secured by all assets of the United Way. At June 30, 2021, there were no amounts outstanding on this line-of-credit agreement. See Note 15 for details about the Payroll Protection loan.

Note 7. Funds Held for Others

The United Way held funds for others for the following projects:

June 30,		2021
Work United Loan Default Program	$	4,555
Concord Multicultural Festival		3,729
Get Moving Manchester		1,140
Better Together Lakes Region		245
Total	$	9,669

Note 8. Endowment Funds

The United Way's endowment consists of four individual funds established for youth programs, Whole Village Resource Center, and general operating support. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law: The United Way is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the Board of Directors appropriates such amounts for expenditures. Most of those net assets are also subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The Board of Directors of the United Way has interpreted UPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund unless a donor stipulates the contrary.

As a result of this interpretation, when reviewing its donor-restricted endowment funds, the United Way considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument.

The United Way has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with UPMIFA, the United Way considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the fund, (2) the purposes of the organization and the donor-restricted endowment fund, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the organization, and (7) the investment policies of the United Way.

Underwater Endowment Funds: From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the United Way to retain as a fund of perpetual duration. The United Way did not have any funds with deficiencies of this nature as of June 30, 2021.

Investment Return Objectives, Risk Parameters and Strategies: The United Way has adopted investment policies, approved by the Board of Directors, for endowment assets for the long-term. The United Way seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable level of risk. Investment risk is measured in terms of the total endowment fund; investment assets and allocations between asset classes and strategies are managed to not expose the fund to unacceptable level of risk.

Spending Policy: The United Way does not currently have a spending policy for distributions each year as they strive to operate within a budget of their current Campaign's income. To date there have been no distributions from the endowment fund.

Endowment net asset composition by type of fund as of June 30, 2021 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment	$ 13,026	$ -	$ 13,026
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	142,652	142,652
Accumulated investment gains	-	105,053	105,053
Total funds	$ 13,026	$ 247,705	$ 260,731

Changes in the endowment net assets as of June 30, 2021 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2020	$ 11,545	$ 219,554	$ 231,099
Investment return, net	1,481	28,151	29,632
Endowment net assets, June 30, 2021	$ 13,026	$ 247,705	$ 260,731

Note 9. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods:

June 30,	2021
Subject to expenditure for specified time period:	
Contributions receivable related to campaigns	$ 2,055,226
Designations payable to other agencies and United Ways	(261,946)
	1,793,280
Subject to expenditure for specified purpose:	
Public Health Network services	574,736
Manchester Proud	505,095
Leader in Me	150,092
Youth Enrichment Partnership	112,750
Literacy Program	97,198
Work United	74,255
Other programs	6,810
	1,520,936
Endowments subject to the United Way's spending policy and appropriation:	
Investments in perpetuity (original amounts of $142,652), which once appropriated, is expendable to support:	
Whole Village Resource Center	119,978
General Operations	97,874
Youth Programs	29,853
	247,705
Beneficial interest in assets held by others:	
Agency endowed funds at the New Hampshire Charitable Foundation	2,171,078
Total net assets with donor restrictions	$ 5,732,999

Note 10. Liquidity and Availability of Resources

The United Way's financial assets available within one year of the statement of financial position date for general expenditure are as follows:

June 30,	2021
Cash	$ 921,103
Investments	704,797
Contributions receivable, net	2,902,143
Beneficial interest in trust	2,171,078
Accounts and rent receivable	76,730
Total financial assets	6,775,851
Less amounts unavailable for general expenditures within one year, due to:	
Restricted by donors with time or purpose restrictions	(396,233)
Subject to appropriation and satisfaction or donor restrictions	(247,705)
Agency endowed funds at the New Hampshire Charitable Foundation	(2,171,078)
Total amounts unavailable for general expenditure within one year	(2,815,016)
Amounts unavailable to management without Board's approval:	
Board designated endowment	(13,026)
Total financial assets available to management for general expenditure within one year	$ 3,947,809

Liquidity Management

The United Way maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To help manage unanticipated liquidity needs the United Way has committed a line of credit of $250,000, which it could draw upon. Additionally, the United Way has board designated net assets without donor restrictions that, while the United Way does not intend to spend these for purposes other than those identified, the amounts could be made available for current operations, if necessary.

Note 11. Pension Fund

The United Way sponsors a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code, whereby electing employees contribute a portion of their salaries to the plan. For the year ended June 30, 2021 the United Way contributed $109,028 to employees participating in the plan.

Note 12. Lease Commitments

During a prior year, the United Way entered into an operating lease agreement for a four year term commencing September 1, 2017 through August 31, 2021 for an office space in Concord, New Hampshire. The lease required monthly payments of $3,337 through August 31, 2018.

During a prior year, the United Way entered into an operating lease agreement for a five year term commencing July 15, 2016 through June 30, 2021 for an office space in Manchester, New Hampshire. The lease required monthly payments of $6,082 through June 30, 2021.

During a prior year, the United Way entered into an operating lease agreement for a five year term commencing on September 1, 2018 through August 31, 2023 for an office space in Lebanon, New Hampshire. The lease requires monthly payments of $1,760 through August 31, 2020. After August 31, 2020, the rent will increase each year depending on the consumer price index. The lease requires payments for common costs.

During a prior year, the United Way entered into an operating lease agreement for a two year term commencing on January 1, 2019 through December 31, 2020 for an office space in Berlin, New Hampshire. The lease requires monthly payments of $187 through December 31, 2020. The lease continues on a month to month basis after December 31, 2020.

Total rent expense for these leases amounted to approximately $160,500 for the year ended June 30, 2021.

The United Way leases multiple copier machines under the terms of operating lease agreements. The monthly lease payments amount to approximately $2,500. The lease expense amounted to approximately $24,000 for these leases for the year ended June 30, 2021.

The United Way's future minimum lease commitments are as follows:

Year ending June, 30	
2022	$ 46,654
2023	38,176
2024	8,759
2025	5,482
2026	4,112
Total	$ 103,183

Note 13. Commitments

In Plymouth, the United Way rents space in a building which they own and occupy to twelve non-affiliated, non-profit organizations. The monthly lease payments range from $125 to $1,995 per month. For the year ended June 30, 2021, the rental income amounted to $96,913.

Note 14. Payment to Affiliated Organizations and Related Party

The United Way pays dues to United Way Worldwide. The United Way's dues paid to this affiliated organization aggregated $154,044 for the year ended June 30, 2021.

Note 15. COVID - 19 and the Paycheck Protection Program Loan

The COVID-19 pandemic has impacted and could further impact the United Way's operations. The extent of the impact of COVID-19 on the United Way will depend on future developments, including the duration and spread of the outbreak and the impact on the United Way's donors and the community.

In April 2020, the United Way received $772,500 in funds from the federal Paycheck Protection Program (PPP). The PPP is a loan designed to provide a direct incentive for small businesses to keep their workers on the payroll. SBA will forgive loans if all employees are kept on the payroll for the specified period of time and the money is used for payroll, rent, mortgage interest, or utilities.

During the year ended June 30, 2021, the United Way received forgiveness for the PPP loan. The forgiveness is recognized in the statement of activities and changes in net assets as nonoperating income.

Note 16. Subsequent Events

The United Way has evaluated subsequent events through November 18, 2021, the date which the financial statements were available to be issued and have not evaluated subsequent events after that date. Subsequent to year end, the United Way is in the final stages of an alignment with the United Way of Greater Seacoast.

There were no other subsequent events that would require disclosure in financial statements for the year ended June 30, 2021.

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
MERRIMACK COUNTY REGION
Year Ended June 30, 2021

	Community Impact Awards
Blueberry Express Day Care Center	$ 25,000
Concord Coalition to End Homelessness	20,000
Concord Family YMCA	12,500
Easter Seals New Hampshire, Inc.	22,500
Girls Inc. of New Hampshire	3,850
Merrimack Valley Day Care	37,500
New Hampshire Harm Reduction	10,000
Second Start	10,150
The Friends Program:	
Foster Grandparents	16,000
Emergency Housing	25,000
The Pittsfield Youth Workshop	25,000
Tiny Twisters Child Care Center	7,500
Waypoint	5,000
	$ 220,000

	Emerging Opportunity Grants
Concord Police Department	$ 1,782
City of Concord	5,527
	$ 7,309

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES
NORTH COUNTRY REGION
Year Ended June 30, 2021

	Community Impact Awards
Believe in Books	$ 1,998
Boys and Girls Club of the North Country	10,000
Copper Cannon Camp	6,000
Disability Rights Center	2,500
Epilepsy Foundation	500
Grafton County Senior Citizens:	
ServiceLink	4,750
RSVP	5,090
Senior Nutrition and Transportation	5,625
Greenpath Financial Wellness	500
NH Legal Assistance	5,000
Northern Human Services	2,250
The Family Resource Center	4,263
Tri-County Community Action Program:	
Support Center at Burch House	4,262
Tyler Blain House	5,262
Waypoint Parenting Transitional Living Program	5,000
	$ 63,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES
UPPER VALLEY REGION
Year Ended June 30, 2021

	Community Impact Awards
Child Care Center in Norwich	$ 10,000
Copper Cannon Camp	1,000
Creative Lives	7,000
Cover Home Repair	10,000
Dismas of Vermont	2,500
Disability Rights Center - NH	2,500
Girls Inc. of New Hampshire	3,750
Global Campuses Foundation	4,500
Good Neighbor Health Care	2,650
Grafton County Senior Citizens Council	3,750
Headrest	3,500
HIV/HCV Resource Center	10,000
Mascoma Community Healthcare	20,000
Mt. Ascutney Hospital and Health Center	1,500
Safeline	3,000
Second Wind Foundation	5,500
Southeastern Vermont Community Action	14,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES
UPPER VALLEY REGION (CONTINUED)
Year Ended June 30, 2021

	Community Impact Awards (Continued)
Springfield Family Center	$ 2,500
Springfield Supported Housing Program	5,000
The Family Place	20,000
The Mayhew Program	2,500
The Special Needs Support Center	4,000
TLC Family Resource Center	5,500
Tri-Valley Transit	500
Twin Pines Housing Trust	2,850
Upper Valley Habitat for Humanity:	3,750
Food Services	12,500
Shelter Services	6,750
Upper Valley Trails Alliance	1,000
Visions for Creative Housing Solutions	7,500
Visiting Nurse and Hospice for Vermont and NH	15,000
Waypoint	7,500
West Central Behavioral Health	7,500
Willing Hands Enterprises	5,000
Windham & Windsor Housing Trust	4,500
Immigration Legal Services Program	4,000
Emergency Shelter and Housing Program	2,000
	$ 225,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES
SOUTHERN REGION
Year Ended June 30, 2021

	Community Impact Awards
Boys & Girls Club of Greater Salem, Inc.	$ 14,280
City Year New Hampshire	10,000
Community Caregivers of Greater Derry	6,246
Copper Cannon Camp	5,000
Disability Rights Center - NH	6,000
Easter Seals New Hampshire, Inc.	12,750
Epilepsy Foundation New England	5,524
Girls Inc. of New Hampshire	10,200
Granite State Children's Alliance	5,000
International Institute of New England	7,650
Manchester Community Resource Center, Inc.	10,000
Mayhew Program	5,000
NeighborWorks Southern New Hampshire	5,000
New Hampshire Legal Assistance	13,320
NHBA Pro Bono Referral Program	9,180
Plaistow YMCA	12,750
Rockingham Nutrition and Meals on Wheels Program	11,250
Salem Haven, Inc.	6,000
St. Joseph Community Services, Inc.	16,250
The Granite YMCA	10,000
The Mental Health Center of Greater Manchester	10,200
The Upper Room:	
Adolescent Wellness Program	15,300
Greater Derry Juvenile Diversion Program	12,750
Waypoint	7,500
YWCA	17,850
	$ 245,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES - YOUTH ENRICHMENT PARTNERSHIP SOUTHERN REGION (Continued)
Year Ended June 30, 2021

	Youth Enrichment Partnership
Amoskeag Health	$ 55,000
Boys and Girls Club of Manchester	60,000
Southern New Hampshire University, Center for New Americans	20,000
City Year New Hampshire	10,000
Daniel Webster Council, Boy Scouts of America	10,000
Girls Incorporated of New Hampshire	20,000
Manchester Community Music School	15,000
Manchester Police Athletic League	30,000
Media Power Youth	43,150
Mental Health Center of Greater Manchester	30,000
New Hampshire Legal Assistance	10,000
The Granite YMCA	150,000
University of New Hampshire, STEM Discovery Lab	20,000
UpReach Therapeutic Equestrian Center	15,000
	$ 488,150

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES
NORTHERN REGION
Year Ended June 30, 2021

	Community Impact Awards
Believe in Books	$ 2,000
Coos County Family Health Services, Inc.	1,500
Copper Cannon Camp	3,000
Disability Rights Center	1,250
Epilepsy Foundation New England	501
Green Path Financial Wellness	850
Harvest Christian Fellowship:	
Community Café	4,000
Feeding Hope Food Pantry	4,500
Helping Hands North, Inc.	4,000
North Conway Community Center	2,000
Northern Human Services	2,250
The Family Resource Center at Gorham	4,000
Tri-County Community Action Program:	
Tyler Blain House	1,149
ServiceLink	1,000
	$ 32,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES
CENTRAL REGION
Year Ended June 30, 2021

	Community Impact Awards
Big Brothers Big Sisters of New Hampshire	$ 7,500
Boys and Girls Clubs of Central New Hampshire	15,000
Circle Program	5,000
Grafton County Senior Citizens Council, Inc.	2,625
Granite State Children's Alliance	5,000
Health First Family Care Center	10,000
Kingswood Youth Center	7,500
Lakes Region Community Developers	12,500
Lakes Region Community Services	12,500
Lakes Region Mental Health Center	10,000
Mayhew Program	2,500
New Beginnings Without Violence and Abuse	10,000
New Hampshire Legal Assistance	2,625
Pemi Youth Center	3,750
Plymouth Area Recovery Connection	8,500
	$ 115,000

GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2021

Federal Grantor Pass-through Grantor Program Title	Assistance Listing Number	Federal Expenditures	Expenditures to Subrecipients
Regional Public Health Network Services Cluster			
U.S. Department of Health and Human Services			
State of N.H. Department of Health and Human Services - South Central Public Health Network			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	$ 127,494	$ 118,886
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	111,917	104,713
Public Health Crisis Response	93.354	4,723	-
Preventive Health and Health Services Block Grant	93.758	30,130	30,130
Disaster Grant Public Assistance	97.036	32,934	-
Environmental Public Health and Emergency Response	93.070	13,708	12,511
Young Adult Substance Misuse Prevention Strategies	93.243	72,972	69,252
Total State of N.H. Department of Health and Human Services - South Central Public Health Network		393,878	335,492
State of N.H. Department of Health and Human Services - Capital Area Public Health Network			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	145,382	-
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	78,652	-
Public Health Crisis Response	93.354	32,602	-
Preventive Health and Health Services Block Grant	93.758	22,650	-
Immunization Cooperative Agreements	93.268	12,546	-
Disaster Grant Public Assistance	97.036	28,824	-
Environmental Public Health and Emergency Response	93.070	11,953	-
Young Adult Substance Misuse Prevention Strategies	93.243	76,848	55,410
Total State of N.H. Department of Health and Human Services - Capital Area Public Health Network		409,457	55,410
State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	111,441	-
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	55,204	-
Public Health Crisis Response	93.354	31,631	-
Preventive Health and Health Services Block Grant	93.758	29,024	-
Immunization Cooperative Agreements	93.268	11,133	-
Disaster Grant Public Assistance	97.036	2,450	-
Environmental Public Health and Emergency Response	93.070	8,185	-
Young Adult Substance Misuse Prevention Strategies	93.243	61,630	900
Total State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health		310,698	900
Total Regional Public Health Network Services Cluster		1,114,033	391,802

GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (continued)
For the Year Ended June 30, 2021

Federal Grantor Pass-through Grantor Program Title	Assistance Listing Number	Federal Expenditures	Expenditures to Subrecipients
U.S. Internal Revenue Services			
Department of the Treasury			
Volunteer Income Tax Assistance (VITA) Matching Grant Program	21.009	$ 58,144	$ -
Coronavirus Aid Relief and Economic Security (CARES)			
Governor's Office for Emergency and Relief Recovery			
Basic Needs	21.019	741,523	702,183
NH Empowering Youth Program	21.019	200,000	158,500
Recovery Friendly Workplace	21.019	725,000	659,091
Total CARES		1,666,523	1,519,774
U.S. Department of Justice			
State of N.H. Department of Justice			
Comprehensive Opioid Abuse Program (COAP)-Recovery	16.838	192,929	112,060
Crime Victim Assistance-ACERT	16.575	28,222	16,656
Total State of NH Department of Justice		221,151	128,716
Federal Emergency Management Agency (FEMA)			
State of N.H. Department of Safety, Homeland Security and Emergency Management			
Emergency Support Function (ESF 14)	97.042	55,778	-
U.S. Department of Health and Human Services			
State of N.H. Division for Behavioral Health, Bureau of Drug and Alcohol Services			
State Opioid Response Grant	93.788	451,198	-
Total Expenditures of Federal Awards		$ 3,566,827	$ 2,040,292

The accompanying notes are an integral part of this schedule.

GRANITE UNITED WAY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Note 1. Basis of Presentation

The Schedule of Expenditures of Federal Awards ("the Schedule") includes the federal grant activity of Granite United Way ("the United Way"), under programs of the federal government for the year ended June 30, 2021. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) *Uniform Guidance*. Because the schedule presents only a selected portion of the operations of the United Way, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the United Way.

Note 2. Basis of Accounting

This schedule is prepared on the same basis of accounting as the United Way's financial statements. The United Way uses the accrual basis of accounting. Expenditures represent only the federally funded portions of the program. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Note 3. Program Costs

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs could be more than shown. Such expenditures are recognized following, as applicable, either the cost principles in the OMB Circular A-122, Cost Principles for Non-Profit Organizations, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 4. Major Programs

In accordance with OMB Uniform Guidance, major programs are determined using a risk-based approach. Programs in the accompanying Schedule are determined by the independent auditor to be major programs.

Note 5. Indirect Cost Rate

The amount expended includes $250,219 claimed as an indirect cost recovery. The United Way elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

REPORT 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*

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

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 financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Granite United Way as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise Granite United Way's basic financial statements, and have issued our report thereon dated November 18, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Granite United Way'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 opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Granite United Way's internal control. Accordingly, we do not express an opinion on the effectiveness of Granite United Way'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.

70 Commercial Street, 4th Floor
Concord, NH 03301
v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431
v: 603-357-7665
f: 603-224-3792

44 School Street
Lebanon, NH 03766
v: 603-448-2650
f: 603-448-2476

Our consideration of internal control over financial reporting 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 financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting 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 Granite United Way'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.

Nathan Nechols & Company

Concord, New Hampshire
November 18, 2021

NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

Report on Compliance for Each Major Federal Program

We have audited Granite United Way's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Granite United Way's major federal programs for year ended June 30, 2021. Granite United Way'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.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Granite United Way'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 (CFR) 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 Granite United Way'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 Granite United Way's compliance.

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44 School Street
Lebanon, NH 03766
v: 603-448-2650
f: 603-448-2476

Opinion on Each Major Federal Program

In our opinion, Granite United Way 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, 2021.

Report on Internal Control over Compliance

Management of Granite United Way is 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 Granite United Way'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 Granite United Way'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.

Nathan Nechols & Company

Concord, New Hampshire
November 18, 2021

GRANITE UNITED WAY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
(UNIFORM GUIDANCE)
YEAR ENDED JUNE 30, 2021

Section I: Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: *unmodified*

Internal control over financial reporting:

Are any material weaknesses identified?	____ Yes	_X_ No
Are any significant deficiencies identified?	____ Yes	_X_ None Reported
Is any noncompliance material to financial statement noted?	____ Yes	_X_ No

Federal Awards

Internal control over major federal programs:

Are any material weaknesses identified?	____ Yes	_X_ No
Are any significant deficiencies identified?	____ Yes	_X_ None Reported
Type of auditor's report issued on compliance for major federal programs:	*unmodified*	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ Yes	_X_ No

Identification of major federal programs:

Assistance Listing Numbers	Name of federal program or cluster
21.019 – Basic Needs	CARES - Governor's Office for Emergency and Relief Recovery
21.019 – NH Empowering Youth Program	CARES - Governor's Office for Emergency and Relief Recovery
21.019 – Recovery Friendly Workplace	CARES - Governor's Office for Emergency and Relief Recovery
93.788 – State Opioid Response Grant	DHHS – State of N.H. Division for Behavioral Health, Bureau of Drug and Alcohol Services

Dollar threshold used to distinguish between type A and type B programs:	$750,000	
Auditee qualified as a low-risk auditee?	_X_ Yes	____ No

GRANITE UNITED WAY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
(UNIFORM GUIDANCE)
YEAR ENDED JUNE 30, 2021

Section II – Financial Statement Findings

No financial statement findings noted.

Section III – Federal Awards Findings

No federal awards findings noted.

Prefix	First Name	Informal	Last Name	Region
Ms./Dr.	Larissa	Larissa	Baia	*Central*
Mr.	Joseph	Joe	Bator	*Southern*
Ms.	Kathleen	Kathy	Bizarro-Thunberg	*Merrimack County*
Mr.	Joseph	Joe	Carelli	*Southern*
Mr.	Michael	Mike	Delahanty	*Southern*
Mr.	Douglas	Doug	DeLara, Jr.	*Southern*
Ms.	Patricia	Pat	Donahue	*Southern*
Mr.	Christopher	Chris	Emond	*Merrimack County*
Ms.	Marlene	Marlene	Hammond	*Merrimack County*
Mr	John	John	Hughes	*Corp. Counsel*
Ms.	Diana		Johnson	*Merrimack County*
Mr.	Joseph	Joe	Kenney	*Merrimack County*
Ms.	Sally	Sally	Kraft	*Upper Valley*
Ms.	Christina	Christina	Lachance	*Southern*
Mr./Dr.	Charles	Chuck	Lloyd	*Northern*
Mr.	Lawrence	Larry	Major, Jr	*Centeral*
Ms.	Carolyn	Carolyn	Maloney	*Upper Valley*
Mr.	Sean		Owen	*Southern*
Ms.	Elizabeth	Beth	Rattigan	*Upper Valley*
Mr.	Peter	Peter	Rayno	*Southern*
Ms.	Betsey	Betsey	Rhynhart	*Merrimack County*
Mr.	William	Bill	Sherry	
Mr.	Justin		Slattery	*Centeral*
Mr.	Timothy	Tim	Soucy	*Southern*
Ms.	Charla	Charla	Stevens	*Southern*
Mr.	Russell	Rusty	Talbot	*North Country*
Mr.	Robert	Robert	Tourigny	*Southern*
Mr.	Patrick	Patrick	Tufts	
Mr.	Mitchel	Mitch	Davis	*Upper Valley*
Ms.	Catherine	Cass	Walker	*Central*

BOD Position
DE&I Chair
Secretary & Audit Chair
Treasurer
Merrimack County CI Chair
Granite CIC Chair
Northern NH CI Chair
Interim Chair
Upper Valley CI Chair
Chief Operating Officer
Vice Chair /Gov. Chair
NC CIC Chair
President & CEO
Central Region CIC Chair

Company	Coorprate Address
Lakes Region Community College	379 Belmont Road Laconia, NH 03246
Primary Bank	207 Route 101 Bedford, NH 03110
NH Hosptial Association	125 Airport Road Concord, NH 03301
Citizen's Bank	900 Elm Street NE 1540 Manchester, NH 03101
Retireed	38 Geremonty Drive, Salam, NH 03079
Baker| Newman| Noyes	650 Elm Street, Suite 302, Manchester, NH 03101
New Hampshire Hosuing Finance Authority	32 Constitution Drive, Bedford, NH 03110
Boys & Girls Club of Central New Hampsire	876 No. Main Street, Laconia, NH 03246
Lincoln Financial Group	One Granite Place, P.O. Box 515, Concord, NH 03301
McLane, Middleton Law Firm	900 Elm Street, Floor 10, Manchester, NH 03101
Merrimack County Savings Bank	PO Box 2826 Concord NH 03032
The Provident Bank	115 So. River Road, Bedford, NH 03110
Dartmouth Hitchcock Medical Center	46 Centerra Parkway, Lebanon, NH 03766
University of New Hampshire	55 College Rd, Pettee Hall, Durham, NH 03824
White Moutains Community	2020 Riverside Drive, Berlin, NH 03570
Pike Industries, Inc.	3 Eastgate Park Road , Belmont, NH 03307
Hypertherm	P.O. Box 5010, Hanover, NH 03755
Wedu	Manchester, NH
Downs Rachlin Martin	67 Etna Road, Lebanon, NH 03766
Enterprise Bank	130 Main Street, Salem, NH 03079
Concord Hospital	250 Pleasant Street, Concord, NH 03301
Granite United Way	22 Concord Street, Manchester, NH 03101
Belknap EDC	383 S. Main St., Laconia, NH 03246
Catholic Medical Center	100 McGregor Street, Manchester,NH 03102
McLane, Middleton Law Firm	900 Elm Street, Floor 10, Manchester, NH 03101
North Country Climbing	
NeighborWorks Southern NH	801 Elm Street, 2nd Floor Manchester, NH 03101
Granite United Way	22 Concord St, Floor 2 Manchester, NH 03101
Dartmouth College	7 Lebanon Street, Suite 302 Hanover, NH 03755
LRG Healthcare	80 Highland Street, Laconia, NH 03246

[redacted]

SHANNON SWETT BRESAW, MSW

EDUCATION

Master of Social Work
2002 – 2004 University of New Hampshire Durham, NH

Bachelor of Arts - Clinical Counseling Psychology
1999 – 2002 Keene State College Keene, NH

EXPERIENCE

2007 - Present Granite United Way Concord, NH
Vice President of Public Health

Accomplishments:

- Provides Program Director support for the NH Governor's Recovery Friendly Workplace initiative through program development, staff oversight, resource development, marketing/communications, and evaluation
- Works to align and leverage Granite United Way investments and strategies with other statewide efforts to address public health, addiction, and social determinants of health
- Provides content expertise and consultation in the areas of substance use disorders, public health, community development, contract management, grant writing, reporting, and evaluation
- Develops and maintains strategic partnerships and relationships with key stakeholders across NH
- Provides contract management and oversight to 3 out of the 13 Regional Public Health Networks in NH, including the Capital Area Public Health Network, the Carroll County Coalition for Public Health and the South Central Public Health Network
- Provides direction and leadership towards achievement of each Network's philosophy, mission, strategic plans and goals, through: administration and support, program and service delivery, financial management, and community/public relations
- Coordinates all aspects of federal, state, and local grants and contracts, including resource development/grant-writing, financial oversight and reporting
- Develops community health improvement plans, evaluation plans, and other data-driven, research-informed strategic plans for the Networks
- Works with community impact committees and volunteers through Granite [redacted]

[redacted]

2005 – 2007 Community Response (CoRe) Coalition Belknap County, NH
Outreach Coordinator, Project Director

Accomplishments:

- Provided leadership for a county-wide, regional alcohol, tobacco, and other drug abuse prevention coalition
- Strengthened capacity of coalition through outreach and collaboration, including partnerships with 10 community sectors, including government, schools, businesses, healthcare, and safety
- Coordinated all aspects of federal, state, and local grants, including financial oversight, progress reports, communications, and work plan goals, objectives, and activities
- Developed, coordinated, promoted, and implemented events, programs, and trainings for youth and adults
- Strengthened youth leadership and involvement in substance abuse prevention activities
- Supervised part-time staff, youth leaders, and volunteers

2004 – 2005 Caring Community Network of the Twin Rivers (CCNTR) Franklin, NH
Community Program Specialist

Accomplishments:

- Assisted in development of programming related to strengthening the public health infrastructure
- Recruited new participants to agency committees and projects
- Facilitated organizational collaboration, compiled research, and developed proposals to funding sources to address community needs
- Facilitated several ongoing committees
- Developed and maintained productive relationships with community and state leaders and agencies
- Participated in several trainings/seminars related to issues including substance abuse prevention, emergency preparedness, leadership, and public health infrastructure development
- Wrote numerous articles and press releases concerning community and public health

PROFESSIONAL ASSOCIATIONS

- American Public Health Association: NH Affiliate Representative to the Governing Council 2018-Current
- NH Public Health Association: Board Member 2018-Current
- Prevention Task Force of the Governor's Commission (Co-Chair): 2017-Current
- NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery (Prevention Representative): 2016-2018
- NH Drug Overdose Fatality Review Committee (Prevention Representative): 2016-2018
- NH Alcohol and Other Drug Service Providers Association: Treasurer 2007-2011, 2014-2015
- NH Prevention Certification Board's Peer Review Committee: 2009-2011

PAMELA BAILEY

[redacted]

Profile

Friendly and engaging team player; an energetic professional with experience in customer service, non-profit leadership, learning & development; accounting, office management and financial coaching.

Experience

Contracts Specialist and Workplace Wellness Director | Granite United Way 2021 - Current

Contracts Specialist: Responsible for oversight, monitoring, budgeting, and invoicing for government contracts and grants as well as analyzing, developing, and managing the solicitation, administration, and compliance of subrecipient awards, contracts, and agreements. Workplace Wellness Director: Work in coordination with the VP of Public Health/Services Group in the development of the Workplace Wellness Strategy that combines our existing workplace initiatives to further support both employers and employees in our region. Lead internal Workplace Wellness Team.

Patient Customer Care Coordinator| Integrated Oral Health 2020 - 2021

Provide excellent customer experience by scheduling appointments, answering calls, providing insurance information, fielding all account and billing questions, patient intake including COVID safety protocols, and documentation of appointment outcomes and follow up needed. Also provide web maintenance and marketing support to the office.

Community Impact Program Director | Green Mountain United Way 2012 - 2019

Implemented and managed programs including youth programming, substance abuse/recovery, workforce development, and financial coaching. Master Coach and trainer for the Intro to Financial Coaching class. Assisted multiple businesses with their corporate campaigns, including kickoff events, staff orientation, and payroll deduction. Worked on collaboration events with multiple area non-profit agencies towards a shared mission. Assisted in grant writing and data collection. Performed H/R duties and budgeting for our agency as lead of the Finance Committee. Prepared all reporting needed by United Way Worldwide.

Banker II | Citizens Bank 2007 - 2012

Made 20 – 30 weekly outbound business development calls to both customers and non-customers. Teller functions including ATM and vault manager. Opened accounts for both personal and business accounts and offered additional products/services to strengthen the relationship with the customers. Prepared loan applications; made referrals to investment banker as well as commercial lines. Provided exceptional customer service and financial coaching.

Education

Master - Education | Cambridge College
Focus on adult learning.

BS – Business Management | Norwich University
Minor in Marketing and Economics.

Skills & Abilities

- Professionalism and customer service
- Retail and office management
- Written and verbal communication
- Microsoft Office programs
- Team building
- Multi-tasking and organization

Activities and Other Experience

Volunteer activities: Day of Caring 2016-2019, Volunteer Firefighter II 2008-2013, Northfield playground committee 2016-2018. Other Experience: Retail store Associate, Office Manager, Corporate Trainer – customer service, learning & development, and public speaking.

Mary Reed [redacted]

Professional Profile

- Coalition Building
- Plan Development
- Resource Coordination
- Logistics
- Time management
- Budgeting
- Volunteer Management
- Grant/Proposal Writing
- Organization
- Leadership

Professional Accomplishments

Public Health

- Provide direction and leadership towards achievement of the Public Health Regions' goals, mission, and philosophy Develop and implement strategic plans and goals, through: administration and support, program and service delivery, fiscal management, human resource management, and community and public relations.

Regional Resource Coordination

- Collected and disseminated data on available resources critical for response to public health emergency.
- Developed working relationship with stakeholders in Public Health Region.

Public Health Coalition

- Regional Public Health Emergency Response Annex development
- Resource Coordination and Development
- Healthcare Coalition Building
- Regional Partner Development
- Clinic Operation Development
- Citizen Corps Volunteer Management and Training
- Policy Development
- Team Building

Captain of Operations

- Developed staff and operational procedures
- Oversee Training Program
- Facilitate QA/QI
- Facilitated and maintained data entry system and procedures for all of Fire Department operations and patient tracking
- Secured grant funding
- Volunteer Management

Work History

Assistant Vice President of Public Health	Granite United Way	2018- present
Senior Director of Public Health	Granite United Way	2016 -2018
Public Health Region Emergency Preparedness Director	Capital Area Public Health Network / GUW Concord NH	2013 - 2016
Executive Director	Carroll County Coalition for Public Health, Ossipee NH	2011 - 2013
Preparedness Planner	Capital Area Public Health Network/Concord Hospital, Concord NH	2009 - 2011
Regional Resource Coordinator	New England Center for Emergency Preparedness/ Dartmouth College, Lebanon NH	2009
Captain of Operations	Barnstead Fire Rescue, Barnstead NH	2001-2010

Certifications

- Institute for Local Public Health Practices
- Local Government Leadership Institute
- Antioch New England Institute
- DHHS Inventory Management System Training
- FEMA 29, 100, 120.a, 130, 200, 235.b, 244, 250, 300, 368, 520, 546.12, 547a, 700, 701, 702a, 704, 800.B, 806, 808
- Department of Homeland Security Exercise and Evaluation Program (HSEEP)
- CDC SNS/ Mass Dispensing Course, Atlanta GA
- ICS, WebEOC, SNS 101
- HAZMAT Awareness and Operations
- CPR, Blood borne Pathogens
- EMS Field Training Officer
- Fire Fighter C2F2
- Amateur Radio Operator – General Class
- STEP program instructor
- Are You Ready instructor

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Shannon Swett	Vice President of Public Health	$0
Mary Reed	Assistant Vice President of Public Health	$87,360
Pamela Bailey	Contracts Specialist	$0

FORM NUMBER P-37 (version 12/11/2019)

Subject: Regional Public Health Network Services (RFA-2023-DPHS-02-REGIO-03)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Seacoast Community Health		1.4 Contractor Address 311 Route 108, Somersworth, NH 03878	
1.5 Contractor Phone Number (603) 749-2346	1.6 Account Number See Attached	1.7 Completion Date 6/30/2024	1.8 Price Limitation $864,998
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Janet Laatsch 48F1768DD2E743E0... Date: 6/7/2022		1.12 Name and Title of Contractor Signatory Janet Laatsch CEO	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 84EF928F5BFD4C8... Date: 6/7/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 7487348449441468... On: 6/7/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS
Date 6/7/2022

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.

DS

Contractor Initials

Date 6/7/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Date 6/7/2022

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Date 6/7/2022

Regional Public Health Network Account Numbers

05-95-90-901010-8011

05-95-90-903510-1114

05-95-92-920510-3380

05-95-90-902510-5178

05-95-90-902510-1956

05-95-90-903510-1113

05-95-90-902510-2495

05-95-92-920510-1981

05-95-92-920510-7040

05-95-90-901010-5771

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall serve as a lead organization to host Regional Public Health Network (RPHN) services to deliver a broad range of public health services within the Strafford County region, for the following programs within the Department of Health and Human Services (Department), Division of Public Health Services:

1.1.1. Substance Misuse Prevention.

1.1.2. Continuum of Care Facilitation.

1.1.3. Overdose Prevention Response.

1.1.4. Health Disparities Community Health Worker.

1.1.5. Public Health Advisory Council.

1.1.6. Public Health Emergency Preparedness.

1.1.7. School Based Vaccination Clinics.

1.2. The Contractor shall ensure that NH communities within this public health region are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services which include, but are not limited to:

1.2.1. Sustaining a regional Public Health Advisory Council (PHAC).

1.2.2. Overseeing RPHN staff to ensure they meet the core competencies of Public Health professionals.

1.2.3. Facilitating the implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), ranging from population-level strategies to targeted interventions aimed at high-risk individuals.

1.2.4. Planning for, and responding to, public health incidents and emergencies.

1.2.5. Contract administration and leadership.

Public Health services include:

1.2.6. Substance Misuse Prevention

1.2.6.1. The Contractor shall provide leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services. The Contractor shall:

1.2.6.1.1. Implement the strategic prevention model, in accordance with the Substance Abuse and

Mental Health Services Administration (SAMHSA) Strategic Prevention Framework that includes assessment, capacity development, planning, implementation, and evaluation.

1.2.6.1.2. Utilize a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. Regional data driven primary prevention approaches must be consistent with the Center for Substance Abuse Prevention (CSAP) categories but do not need to include all CSAP categories.

1.2.6.1.3. Support and advance the implementation of evidenced-informed approaches, programs, policies, and services within the RPHN region through community engagement and mobilization.

1.2.6.1.4. Advance, promote, and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.

1.2.6.1.5. Comply with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

1.2.6.1.6. Ensure substance misuse prevention is represented at PHAC meetings, and with a bi-directional exchange of information, to advance efforts of substance misuse prevention initiatives.

1.2.6.1.7. Assist as directed by the Department's Bureau of Drug and Alcohol Services (BDAS), with the Federal Block Grant Comprehensive Synar activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.

1.2.6.1.8. Ensure Substance Misuse Prevention Coordination and CoC Facilitation will:

1.2.6.1.8.1. Guided by the SPF and Assets and Gaps Analysis, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year strategic plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.

1.2.6.1.8.2. Develop annual work plans for Department approval that guides actions and includes outcome-based performance measures and in alignment with the three (3) year strategic plan. Based on changing and emerging local conditions adapt work plans as necessary with approval by the Department.

1.2.6.1.8.3. Report progress with the work plan and three (3) year strategic plan including outcomes in a Department approved database.

1.2.6.1.8.4. Maintain a substance misuse leadership team consisting of regional representatives with a special expertise in substance misuse prevention, early

intervention, treatment and recovery who can help guide and assist with awareness and advance substance misuse efforts in the region.

1.2.6.1.8.5. Produce and disseminate an annual report that demonstrates successes, challenges, outcomes from the previous year and projected goals for the following year.

1.2.6.1.8.6. Participate in RPHN Substance Misuse meetings as directed by BDAS.

1.2.7. Continuum of Care (CoC) Facilitation

1.2.7.1. The Contractor shall provide leadership and/or support for activities that assist in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor shall:

1.2.7.1.1. Engage regional partners in conducting a regional asset and gap analysis; and ongoing update of regional assets and gaps. The Contractor shall ensure regional partners include, but are not limited to:

1.2.7.1.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.

1.2.7.1.1.2. Primary health care providers.

1.2.7.1.1.3. Behavioral health care providers.

1.2.7.1.1.4. Other interested and/or affected parties.

1.2.7.1.2. Facilitate and/or provide support for initiatives that result in:

1.2.7.1.2.1. Increased awareness of and access to services.

1.2.7.1.2.2. Increased communication and collaboration among providers.

1.2.7.1.2.3. Increased capacity and delivery of services.

1.2.7.1.2.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.

1.2.7.1.2.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorway.

1.2.7.1.2.6. Work with statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:

1.2.7.1.2.6.1. Health service providers.

1.2.7.1.2.6.2. Public and charter schools and institutes of higher education.

1.2.7.1.2.6.3. Police and fire stations.

1.2.7.1.2.6.4. Municipal government buildings.

1.2.7.1.2.6.5. Businesses in every community of the region.

1.2.7.1.3. Engage regional stakeholders to assist with information dissemination.

1.2.8. Overdose Prevention Response

1.2.8.1. The Contractor shall conduct a three (3) year initiative to

disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RHPN. The Department shall provide guidance

1.2.8.1.1. Conduct a needs assessment to inform response efforts that include, but is not limited to:

1.2.8.1.1.1. Gathering existing regional and local level data related to alcohol and other drug overdoses.

1.2.8.1.1.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.

1.2.8.1.1.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include, but are not limited to:

1.2.8.1.1.3.1. Doorways

1.2.8.1.1.3.2. Recovery care organizations

1.2.8.1.1.3.3. Treatment providers

1.2.8.1.1.3.4. Law enforcement

1.2.8.1.1.3.5. Hospitals

1.2.8.1.1.4. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care, and distribute and disseminate resources.

1.2.8.1.2. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination

of prevention overdose materials and products.

1.2.8.2. The Contractor shall participate in Department trainings and meetings, as requested.

1.2.9. Health Disparities Community Health Worker

1.2.9.1. The Contractor shall provide a health disparities Community Health Worker (CHW) to support culturally and linguistically appropriate COVID-19 and other Social Determinants of Health (SDOH) related services.

1.2.9.2. The Contractor shall submit CHW-related documentation to the Department within 30 days of Agreement effective date, which shall include, but is not limited to:

1.2.9.2.1. Staff recruitment plan.

1.2.9.2.2. Training procedures.

1.2.9.2.3. Onboarding plan.

1.2.9.3. The Contractor shall ensure the CHW provides COVID-19 support services, including, but not limited to:

1.2.9.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.

1.2.9.3.2. Assisting with contact tracing, when required.

1.2.9.3.3. Cultural mediation among individuals, communities, and health and social service systems.

1.2.9.3.4. Culturally appropriate health education and information.

1.2.9.3.5. Care coordination, case management, and system navigation.

1.2.9.3.6. Coaching and social support by advocating for individuals and communities.

1.2.9.3.7. Direct services to clients with COVID-19 and their family or household members affected by COVID-19, which include, but are not limited to facilitating:

1.2.9.3.7.1. Access to COVID-19 testing within five (5) days of encounter

between the CHW and the client.

1.2.9.3.7.2. Access to the influenza vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.7.3. Access to the COVID-19 vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.

1.2.9.3.9. Providing and distributing educational information about COVID-19 vaccinations and general Department guidance for individual mitigation.

1.2.9.4. The Contractor shall ensure the CHW provides SDOH related services, which include, but are not limited to:

1.2.9.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:

1.2.9.4.1.1. Providing appropriate care coordination, case management, and connections to patient and family identified community and social services and referrals.

1.2.9.4.1.2. Assisting with maintaining and/or applying for social services within their community.

1.2.9.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.

1.2.9.4.1.4. Assisting vulnerable populations with navigating the healthcare system.

1.2.9.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.

1.2.9.4.1.6. Providing culturally appropriate health education on topics related to COVID-19, chronic disease prevention, physical activity, and nutrition.

1.2.9.4.1.7. Providing informal counseling, health screenings, and referrals.

1.2.9.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that include, but are not limited to:

1.2.9.4.1.8.1. Food insecurity supports.

1.2.9.4.1.8.2. Mental health supports.

1.2.9.4.1.8.3. Health care referrals.

1.2.9.4.1.8.4. Substance use disorder supports.

1.2.9.4.1.8.5. Educational supports and services.

1.2.9.4.1.8.6. Financial literacy.

1.2.9.4.1.8.7. Budgeting supports.

1.2.9.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.

1.2.9.4.1.8.9. Social Isolation supports.

1.2.9.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing services that include, but are not limited to:

1.2.9.4.2.1. Educating healthcare providers and stakeholders about community health needs.

1.2.9.4.2.2. Managing care and care transitions for vulnerable populations.

1.2.9.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.

1.2.9.4.2.4. Collecting data and relaying information to stakeholders to inform programs and policies.

1.2.9.4.2.5. Building community capacity to address health issues.

1.2.9.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.

1.2.9.4.3. Completing data tracking system forms to document the care coordination and case management of the patient and family.

1.2.9.5. The Contractor shall ensure the CHW documents encounters within the Contractor's data tracking system, upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The CHW shall obtain the following data, which includes but is not limited to:

1.2.9.5.1. Race.

1.2.9.5.2. Ethnicity.

1.2.9.5.3. Language.

1.2.9.5.4. Household income.

1.2.9.5.5. Marital status.

1.2.9.5.6. Age of parents.

1.2.9.5.7. Sexual orientation and/or gender identity.

1.2.9.5.8. Street address.

1.2.9.5.9. Town.

1.2.9.5.10. County.

1.2.9.5.11. Zip Code.

1.2.9.5.12. State.

1.2.9.5.13. Number of incarcerated parents (if applicable).

1.2.9.5.14. Phone number and/or email address.

1.2.9.5.15. Status of receiving benefits, if applicable, including, but not limited to:

1.2.9.5.15.1. Supplemental Nutrition Assistance Program (SNAP).

1.2.9.5.15.2. Child Care.

1.2.9.5.15.3. Medicaid.

1.2.9.5.15.4. Social Security.

1.2.9.5.15.5. Temporary Assistance for Needy Families (TANF).

1.2.9.5.15.6. Women, Infants, and Children (WIC) program.

1.2.9.6. The Contractor shall ensure the CHW participates in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.

1.2.9.7. The Contractor shall ensure the CHW participates in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.

1.2.10. Public Health Advisory Council

1.2.10.1. The Contractor shall coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

1.2.10.1.1. Maintain a set of operating guidelines or by-laws for the PHAC;

1.2.10.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team, with the authority to:

1.2.10.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

1.2.10.1.2.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.

1.2.10.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

1.2.10.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

1.2.10.1.2.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.

1.2.10.1.2.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.

1.2.10.1.3. Conduct, at minimum, biannual meetings of the PHAC.

1.2.10.1.4. Ensure the PHAC leadership team meets at least quarterly in order to:

1.2.10.1.4.1. Ensure meeting minutes are available to the public upon request.

1.2.10.1.4.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

1.2.10.1.5. Develop annual action plans for the services in this RFA, as advised by the PHAC.

1.2.10.1.6. Coordinate with the Department to collect, analyze, and disseminate data relative to the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

1.2.10.1.7. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of Substance Misuse Primary prevention coordination (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complimentary and shared public health outcomes.

1.2.10.1.8. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

1.2.10.1.9. Publish an annual report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community

1.2.10.1.10. Maintain a website that provides information to the public and agency partners, which includes but is not limited to, information on the PHAC, CHIP, SMPC, CoC facilitation, and PHEP programs.

1.2.10.1.11. Advance the work of RPHNs by conducting a minimum of four (4) educational and training programs annually to RPHN partners and others.

1.2.10.1.12. Educate partners and stakeholder groups, including elected officials, on the PHAC

1.2.10.1.13. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.2.11. Public Health Emergency Preparedness

1.2.11.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity for partner organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. The Contractor shall:

1.2.11.1.1. Ensure all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions.

1.2.11.1.2. Coordinate and convene, at minimum, quarterly regional PHEP planning committee and/or workgroup to:

1.2.11.1.2.1. Improve regional emergency response plans.

1.2.11.1.2.2. Improve the capacity for partner entities to mitigate, prepare for, respond to and recover from public health emergencies.

1.2.11.1.2.3. Convene, at minimum, quarterly meetings of the regional PHEP committee and/or workgroup.

1.2.11.1.2.4. Ensure and document committee and/or workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA), annually.

1.2.11.1.3. Maintain a three (3) year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by the CDC.

1.2.11.1.4. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

1.2.11.1.5. Submit an annual work plan based on a template provided by the Department.

1.2.11.1.6. Sponsor, and organize the logistics for, a minimum of two (2) trainings annually for regional partners.

1.2.11.1.7. Collaborate with the Department's Division of Public Health Services (DPHS), the Community Health Institute, NH Fire Academy, Granite State Health Care Coalition, and other training providers to implement training programs.

1.2.11.1.8. Revise the RPHEA based on guidance from the Department. The Contractor shall:

1.2.11.1.8.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by the Department.

1.2.11.1.8.2. Develop new appendices based on priorities identified by the Department using templates provided by the Department.

1.2.11.1.8.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

1.2.11.1.8.4. Participate in workgroups to develop or revise components of the RPHEA convened by the Department or the agency contracted to provide training and technical assistance to RPHNs.

1.2.11.1.9. Understand the hazards and social conditions that increase vulnerability within the public

health region including, but not limited to, SDOH factors. The Contractor shall:

1.2.11.1.9.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

1.2.11.1.9.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

1.2.11.1.10. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning for and response to a public health incident or emergency.

1.2.11.1.11. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

1.2.11.1.12. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

1.2.11.1.13. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

1.2.11.1.14. Maintain the capacity to utilize Web Based Emergency Operations Center (WebEOC), the State's emergency management platform, during incidents or emergencies.

1.2.11.1.15. Provide training as needed to individuals to participate in emergency management using WebEOC.

1.2.11.1.16. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

1.2.11.1.17. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

1.2.11.1.18. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the Department's SNS Coordinator to identify appropriate actions and priorities that include, but are not limited to:

1.2.11.1.18.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans.

1.2.11.1.18.2. Annual submission of either ORR or self-assessment documentation.

1.2.11.1.18.3. ORR site visit as scheduled by the CDC and the Department.

1.2.11.1.18.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

1.2.11.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:

1.2.11.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.

1.2.11.1.19.2. Uploading, at least annually, a complete inventory to a Health

Information Management System (HIMS) identified by the Department.

1.2.11.1.20. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector. The Contractor shall:

1.2.11.1.20.1. Maintain proficiency in the volunteer management system supported by the Department.

1.2.11.1.20.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.

1.2.11.1.20.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

1.2.11.1.20.4. Conduct quarterly notification drills of volunteers.

1.2.11.1.21. Participate, as requested by the Department, in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

1.2.11.1.22. Participate, as requested by the Department, in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

1.2.11.1.23. Plan and implement targeted vaccination clinics, as requested by the Department, ensuring clinics take place at locations where individuals at-risk for vaccine preventable

disease can be accessed, according to guidance issued by the Department.

1.2.12. Public Health Emergency Preparedness: COVID-19 Response

1.2.12.1. Emergency Operations

1.2.12.1.1. The Contractor shall enact emergency operations across the RPHN for COVID-19 efforts by:

1.2.12.1.1.1. Activating the region's Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.

1.2.12.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.

1.2.12.1.1.3. Assessing the region's public health and healthcare system training needs.

1.2.12.1.1.4. Providing training designed to improve the region's public health and healthcare system response.

1.2.12.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2.12.2. Responder Safety and Health

1.2.12.2.1. The Contractor shall ensure the health and safety of the public health response in the RPHN, including but not limited to:

1.2.12.2.1.1. Implementing staff resiliency programs, information, and referrals to responder mental health support.

1.2.12.2.1.2. Determining responder safety and health gaps and implementing corrective actions.

1.2.12.2.1.3. Documenting and tracking the RPHN's personal protective equipment inventory.

1.2.12.3. Identification of Vulnerable Populations

1.2.12.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.

1.2.12.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.

1.2.12.4. Information Sharing and Public Information

1.2.12.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public, including, but not limited to:

1.2.12.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.2.12.4.1.2. Monitoring local news stories and social media postings to determine if information is accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.2.12.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders, to harmonize response messaging.

1.2.12.5. Distribution and Use of Medical Materials

1.2.12.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.2.12.5.1.1. Maintaining ability for vaccine-specific Cold Chain management.

1.2.12.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.2.12.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.2.12.5.1.4. Planning and prioritizing limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.2.12.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.2.12.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.2.12.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with all policies and procedures put forth by the Department.

1.2.12.5.3. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the CDC's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIS) or another system as designated by the Department to input

vaccine data. The Contractor agrees to the following terms regarding the use of loaned assets:

1.2.12.5.3.1. As applicable and subject to the terms and conditions of this Agreement, the Department may provide the user with assets. This is a non-transferable right for the user to use the assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An asset inventory reflecting the deployed assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.

1.2.12.5.3.2. As applicable, the Contractor agrees to use and operate the assets only in conjunction with the appropriate business use, as determined by the Department, unless otherwise agreed upon by mutual written consent.

1.2.12.5.3.3. As applicable, the Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install, and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining

security standards including but not limited to antivirus software, patching and software updates.

1.2.12.5.3.4. As applicable, the Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support may be provided by the Department's Immunization Program.

1.2.12.5.3.5. As applicable, the Contractor understands and agrees that the Department retains ownership of the loaned assets, and further agrees to return the assets to the Department in good working condition when no longer needed for the identified business need or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.2.12.5.3.6. As applicable, prior to returning laptop, iPads, and/or other mobile or storage devices to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST

Special Publication 800-88 Rev.1, or later for guidelines at https://csrc.nist.gov/publications/sp800.

1.2.12.6. Surge Staffing

1.2.12.6.1. The Contractor shall activate mechanisms for surging public health responder staff.

1.2.12.6.2. The Contractor shall recruit, enroll, activate, train, and deploy volunteers, including but not limited to:

1.2.12.6.2.1. Medical Reserve Corps (MRC).

1.2.12.6.2.2. Citizens Emergency Response Teams (CERT).

1.2.12.6.2.3. Public Health Coordination with Healthcare Systems.

1.2.12.6.3. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.

1.2.12.6.4. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s) and/or at the Department's direction.

1.2.12.7. Biosurveillance

1.2.12.7.1. The Contractor shall conduct surveillance and case identification, as needed and as requested by the Department, including, but not limited to:

1.2.12.7.1.1. Public health epidemiological investigation activities such as contact follow-up.

1.2.12.7.1.2. Assessing risk of travelers and other persons with potential COVID-19 exposures.

1.2.12.7.1.3. Enhancing surveillance systems to provide case-based and aggregate epidemiological data.

1.2.12.7.1.4. Ensuring data management systems are in place and meet the needs of the jurisdiction.

1.2.12.7.1.5. Ensuring efficient and timely data collection.

1.2.12.7.1.6. Ensuring ability to rapidly exchange data with public health partners and other relevant partners.

1.2.12.8. Vaccine Preventable Disease Prevention

1.2.12.8.1. The Contractor shall coordinate with local community-based agencies for the administration of vaccines supplied by the New Hampshire Immunization Program (NHIP) to New Hampshire residents as directed by the Department. The Contractor shall:

1.2.12.8.1.1. Make copies of standing orders, emergency interventions/protocols and instructions on Vaccine Adverse Event Reporting System (VAERS) reporting available at all clinics.

1.2.12.8.1.2. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

1.2.12.8.1.3. Procure necessary supplies to conduct vaccine clinics, including, but not limited to, emergency management medications, equipment, and needles.

1.2.12.8.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:

1.2.12.8.2.1. Annually submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP to ensure that all listed requirements are met.

1.2.12.8.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.12.8.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator; and hourly when the vaccine is stored outside of the primary refrigerator unit.

1.2.12.8.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.12.8.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.12.8.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.

1.2.12.8.2.7. Track each vaccine dose provided by NHIP.

1.2.12.8.2.8. Perform the following actions if a temperature excursion or adverse event occurs:

1.2.12.8.2.8.1. Immediately quarantine

	the vaccine in a temperature appropriate setting, separating it from other vaccines and labeling it "DO NOT USE".
1.2.12.8.2.8.2.	Immediately contact the manufacturer to explain the event duration and temperature information to determine if the vaccine is still viable.
1.2.12.8.2.8.3.	Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion by contacting the NHIP and faxing incident forms.
1.2.12.8.2.8.4.	Submit a Cold Chain Incident Report along with a Data Logger report

to NHIP within 24 hours of temperature excursion occurrence.

1.2.12.8.3. Within 24 hours of the completion of every clinic:

1.2.12.8.3.1. Update the State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.12.8.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

1.2.12.8.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.12.8.3.4. Submit the following totals to NHIP outside of the vaccine ordering system:

1.2.12.8.3.4.1. Total number of individuals vaccinated by age ranges, vaccine formulation and other demographic indicators as determined by the Department.

1.2.12.8.3.4.2. Total number of vaccines wasted.

1.2.12.8.3.5. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:

1.2.12.8.3.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.12.8.3.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.12.8.3.5.3. Future strategies and plans for increasing the number of vaccinated individuals.

1.2.12.8.3.5.4. Suggestions on how state level resources may aid increasing the number

of vaccinated individuals

1.2.12.8.3.6. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional vaccine promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.

1.2.12.9. COVID-19 Vaccinations

1.2.12.9.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or "target populations"), including, but not limited to:

1.2.12.9.1.1. Racial minority populations.

1.2.12.9.1.2. Ethnic minority populations.

1.2.12.9.1.3. Individuals experiencing homelessness.

1.2.12.9.1.4. Individuals experiencing housing instability.

1.2.12.9.1.5. Rural communities.

1.2.12.9.2. The Contractor may assist the Department and/or partners in planning and conducting mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with policies.

1.2.12.9.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach, and partnerships in the target populations. The Contractor shall:

1.2.12.9.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19

vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:

1.2.12.9.3.2. Federally Qualified Health Centers.

1.2.12.9.3.3. Community Mental Health Centers.

1.2.12.9.3.4. Community-based Organizations.

1.2.12.9.3.5. City Health Departments.

1.2.12.9.3.6. Faith-based Organizations.

1.2.12.9.3.7. Local barbers and hairdressers.

1.2.12.9.3.8. Community Colleges.

1.2.12.9.3.9. Schools.

1.2.12.9.4. Conduct outreach to populations including, but not limited to, those who:

1.2.12.9.4.1. Experience disproportionately high rates of COVID-19 and related deaths.

1.2.12.9.4.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the CDC.

1.2.12.9.4.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.

1.2.12.9.4.4. Are likely to have low acceptance of, or confidence in, COVID-19 vaccines.

1.2.12.9.4.5. Have a history of mistrust in health authorities or the medical establishment.

1.2.12.9.4.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

1.2.12.9.5. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

1.2.12.9.6. Conduct outreach to assess individuals' readiness to receive a vaccination.

1.2.12.9.7. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.

1.2.12.9.8. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.

1.2.12.9.9. Participate in meetings with the Department, as requested by the Department.

1.2.12.9.10. Attend NHIP trainings.

1.2.12.9.11. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.

1.2.12.9.12. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.

1.2.12.10. The Contractor shall procure resources, equipment, and/or supplies as needed to establish and operate vaccine clinics, which shall include, but not be limited to:

1.2.12.10.1. Coordinating, operating, and managing clinics.

1.2.12.10.2. Procuring communication devices and services, which may include, but are not limited to:

1.2.12.10.2.1. Two-way radios.

1.2.12.10.2.2. Cell phones.

1.2.12.10.2.3. Wi-Fi.

1.2.12.10.2.4. Computers.

1.2.12.10.3. Procuring disposable supplies, which may include, but are not limited to:

1.2.12.10.3.1. Generator fuel.

1.2.12.10.3.2. Propane.

1.2.12.10.3.3. Oil.

1.2.12.10.3.4. Batteries.

1.2.12.10.4. Procuring clinical supplies, which may include, but are not limited to:

1.2.12.10.4.1. Syringes.

1.2.12.10.4.2. Needles

1.2.12.10.4.3. Alcohol wipes.

1.2.12.10.4.4. Band aids.

1.2.12.10.4.5. Stickers.

1.2.12.10.5. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.

1.2.12.10.6. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.

1.2.12.10.7. Recruiting, training, and scheduling vaccine clinic staff to provide services which include, but are not limited to:

1.2.12.10.7.1. Administering vaccines.

1.2.12.10.7.2. Participating in training, as requested.

1.2.12.10.7.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.

1.2.12.10.8. Reimbursing mileage costs for vaccine clinic staff, Contractor's staff, and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

1.2.13. School-Based Vaccination Clinics

1.2.13.1. The Contractor may provide organizational structure to administer school-based clinics (SBC) to provide vaccination against SARS-CoV-2 and Influenza. The Contractor shall:

1.2.13.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

1.2.13.1.2. Ensure that SBC services are offered with priority to schools identified by the NHIP as having the highest percentage of students eligible for free/reduced school lunch program.

1.2.13.1.3. Distribute state-supplied promotional vaccination materials.

1.2.13.1.4. Distribute, obtain, verify, and store written consent forms from legal guardians prior to administration of vaccines, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other state and federal regulations.

1.2.13.1.5. Document, verify, and store written or electronic record of vaccine administration in compliance with HIPAA and other state and federal regulations.

1.2.13.1.6. Provide written communication of vaccination status, indicating either completed or not completed, to the parent and/or legal guardian upon the day of vaccination.

1.2.13.1.7. Provide vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the parent and/or legal guardian requests that the information not be

shared, in which case the information may be given to the parent and/or guardian to distribute to the primary care providers. The Contractor shall ensure information includes:

1.2.13.1.7.1. Patient full name and one other unique patient identifier;

1.2.13.1.7.2. Vaccine name;

1.2.13.1.7.3. Vaccine manufacturer;

1.2.13.1.7.4. Lot number;

1.2.13.1.7.5. Date of vaccine expiration;

1.2.13.1.7.6. Date of vaccine administration;

1.2.13.1.7.7. Date Vaccine Information Sheet (VIS) was given;

1.2.13.1.7.8. Edition date of the VIS given;

1.2.13.1.7.9. Name and address of entity that administered the vaccine (Contractor's name); and

1.2.13.1.7.10. Full name and title of the individual who administered the vaccine.

1.2.13.1.8. Adhere to current federal guidelines for vaccine administration, including but not limited to disseminating a VIS, in order that the legal authority, legal guardian, and/or parent is provided access to the information on the day of vaccination.

1.2.13.1.9. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers, and patients.

1.2.13.1.10. Encourage schools participating in the SBC program to submit a daily report of the total number of students absents and

total number of students absent with influenza-like illness for in-session school days.

1.2.13.1.11. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

1.2.13.2. The Contractor shall safely administer vaccine supplied by NHIP. The Contractor shall:

1.2.13.2.1. Ensure copies of standing orders, emergency interventions, and/or protocols are available at all clinics.

1.2.13.2.2. Recruit, train, and retain qualified medical and non-medical volunteers to assist with operating the clinics.

1.2.13.2.3. Procure necessary supplies to conduct school vaccine clinics, including but not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, and non-latex bandages.

1.2.13.3. The Contractor shall ensure proper vaccine storage, handling and management, and shall:

1.2.13.3.1. Submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering vaccination (other than COVID-19), immunoglobulin or other pharmaceuticals supplied by the NHIP.

1.2.13.3.2. Submit a signed COVID-19 Vaccination Provider Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering COVID-19 vaccination.

1.2.13.3.3. Ensure the SBC coordinator completes the NHIP vaccination training annually.

1.2.13.3.4. Retain a copy of SBC coordinator training certificates on file.

1.2.13.3.5.	Utilize NHIP training materials or other educational materials, as approved by the Department prior to use, for annual training of SBC staff on vaccine administration, ordering, storage and handling.
1.2.13.3.6.	Retain a copy of all training materials on site for reference during SBCs.
1.2.13.3.7.	Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.
1.2.13.3.8.	Record temperatures twice daily, AM and PM, during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.
1.2.13.3.9.	Ensure that an emergency backup plan is in place in case of primary refrigerator failure.
1.2.13.3.10.	Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.
1.2.13.3.11.	Account for every dose of vaccine.
1.2.13.3.12.	Submit a monthly temperature log for the vaccine storage refrigerator.
1.2.13.3.13.	Notify NHIP and fax or secure email incident forms of any adverse event within 24 hours of event occurring.
1.2.13.3.14.	In the event of a vaccine temperature excursion where the stored vaccine experiences temperatures outside of the manufacturer's recommended temperatures, the Contractor shall immediately quarantine the vaccine in an appropriate temperature setting, separating it from other vaccine, and label it "DO NOT USE."

1.2.13.3.15. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

1.2.13.3.16. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

1.2.13.3.17. Submit a Cold Chain Incident Report with a Data Logger Report to NHIP within 24 hours of the temperature excursion occurrence.

1.2.13.4. The Contractor shall perform tasks within 24 hours of the completion of every clinic which include, but are not limited to:

1.2.13.4.1. Updating State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.13.4.2. Ensuring doses administered and entered in the inventory system match the clinical documentation of doses administered.

1.2.13.4.3. Submitting the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.13.4.4. Submitting totals to the NHIP outside of the vaccine ordering system that include the total number of:

1.2.13.4.4.1. Individuals vaccinated by age group and vaccine formulation/lot number

1.2.13.4.4.2. Vaccines wasted by vaccine formulation/lot number.

1.2.13.4.5. Completing an annual year-end self-evaluation and improvement plan for areas which include, but are not limited to:

1.2.13.4.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.13.4.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.13.4.5.3. Discussions relative to strategies that worked well for increasing both the number of clinics conducted at schools and the number of students vaccinated.

1.2.13.4.5.4. Discussions relative to future strategies and plans for increasing individuals vaccinated, including suggestions on how state-level resources may aid in the effort.

1.2.14. Training and Technical Assistance Requirements

1.2.14.1. The Contractor shall participate in training and technical assistance as follows:

1.2.14.1.1. Public Health Advisory Council

1.2.14.1.1.1. Attend semi-annual meetings of PHAC leadership convened by Department's DPHS and/or BDAS.

1.2.14.1.1.2. Complete a technical assistance needs assessment.

1.2.14.1.2. Public Health Emergency Preparedness

1.2.14.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM

		ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).
	1.2.14.1.2.2.	Complete a technical assistance needs assessment.
	1.2.14.1.2.3.	Attend a minimum of two (2) trainings per year offered by Department's DPHS and/or EPRR or the agency contracted by the Department's DPHS to provide training programs.
1.2.14.1.3.	Substance Misuse Prevention Coordination and Continuum of Care Facilitation	
	1.2.14.1.3.1.	Attend community of practice meetings and/or activities.
	1.2.14.1.3.2.	Work with designated BDAS technical assistance and data and/or evaluation vendors to develop metrics and measures to evaluate outcomes and use the appropriate measures and tools to demonstrate outcomes.
	1.2.14.1.3.3.	Attend all regularly scheduled RPHN substance misuse meetings.
	1.2.14.1.3.4.	Attend additional meetings, conference calls and webinars as

required by the Department.

1.2.14.1.3.5. SMPC lead staff shall be credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board.

1.2.14.1.3.6. SMPC lead staff must attend required training, Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.

1.2.14.1.3.7. CoC facilitation lead staff must be familiar with the SPF and RROSC systems development within NH.

1.2.14.1.4. <u>School-Based Clinics</u>

1.2.14.1.4.1. Staffing of clinics requires an on-site clinical oversight and direction is provided at each vaccination clinic by a currently licensed clinical staff person with a Basic Life Support (BSL) certification. This requirement does not replace other requirements for Medical Direction that can be provided remotely.

1.2.14.1.4.2. Clinical license, or copy from the NH online license verification showing the license type, expiration and status, and current BLS certificate shall be retained in the training file.

1.3. Reporting

1.3.1. The Contractor shall participate in site visits, which includes but is not limited to:

1.3.1.1. Participating in an annual site visit conducted by the Department's DPHS and/or BDAS that includes all funded staff, the contract administrator and financial manager.

1.3.1.2. Participating in site visits and technical assistance specific to a single scope of work.

1.3.1.3. Submitting other information that may be required by federal and state funders during the contract period.

1.3.2. The Contractor shall provide reports for the PHAC that include, but are not limited to, submitting quarterly PHAC progress reports using an online system administered by the Department's DPHS.

1.3.3. The Contractor shall provide reports for SMP that include, but are not limited to:

1.3.3.1. Submitting quarterly SMP Leadership Team meeting agendas and minutes.

1.3.3.2. Ensuring three (3) year plans are current and posted to RPHN website, and that any revisions to plans are approved by the Department's BDAS.

1.3.3.3. Submitting annual work plans and annual logic models with short-, intermediate-, and long-term measures.

1.3.3.4. Inputting data on a monthly basis by the 20th business day of the month to an online database per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures Federal Block Grant. The Contractor shall ensure data includes but is not limited to:

1.3.3.4.1. Number of individuals served or reached.

1.3.3.4.2. Demographics.

1.3.3.4.3. Strategies and activities per IOM by the six (6) activity types.

1.3.3.4.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.

1.3.3.4.5. Percentage of evidence-based strategies.

1.3.3.5. Submitting annual reports.

1.3.3.6. Providing additional reports or data as required by the Department.

1.3.3.7. Participating and administering the Regional SMP Stakeholder Survey in alternate years.

1.3.4. The Contractor shall provide Reports for Continuum of Care that include, but are not limited to:

1.3.4.1. Submitting updates on regional assets and gaps assessments, as required.

1.3.4.2. Submitting updates on regional CoC development plans, as indicated.

1.3.4.3. Submitting quarterly reports, as indicated.

1.3.4.4. Submitting year-end reports, as indicated.

1.3.5. The Contractor shall complete a monthly report supplied by the Department that includes, but is not limited to:

1.3.5.1. Type and number of activities conducted.

1.3.5.2. Type and number of Naloxone and Naloxone kits distributed including where, and to whom.

1.3.5.3. Demographics of individuals served including:

1.3.5.3.1. Age

1.3.5.3.2. Gender

1.3.5.3.3. Race

1.3.5.3.4. Ethnicity

1.3.5.3.5. Housing status

1.3.5.4. Inventory of Naloxone and Naloxone kits.

1.3.5.5. Communities (towns and cities) served within the region.

1.3.5.6. Barriers to Distribution and Dissemination Plan.

1.3.6. The Contractor shall provide reports for School-Based Vaccination Clinics that include but are not limited to:

1.3.6.1. Attending annual debriefing and planning meetings with NHIP staff.

1.3.6.2. Completing a year-end summary of:

1.3.6.2.1. The total numbers of children vaccinated; and

1.3.6.2.2. Accomplishments and improvements to future school-based clinics.

1.3.6.3. Providing aggregated non-personally identifiable data, by school for each school, to the NHIP no later than three (3) months after SBCs are concluded, that include:

1.3.6.3.1. Number of students by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) at that school;

1.3.6.3.2. Number of students vaccinated against SARS-Co-V-2 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school;

1.3.6.3.3. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school; and

1.3.6.3.4. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.3.5. Number of students vaccinated against COVID-19 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.4. Providing other reports and updates as requested by NHIP.

1.3.7. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department:

1.3.7.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by DPHS.

1.3.7.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.

1.3.7.3. Final After-Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.

1.3.7.4. Other information that may be required by federal and state funders during the contract period.

1.3.8. The Contractor shall submit quarterly reports, which shall include, but are not limited:

1.3.8.1. Description of activities performed, resulting impacts, individuals and families served, and other outcomes.

1.3.8.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.

1.3.8.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

1.3.8.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

1.3.8.5. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

1.3.8.6. Efforts, successes, and challenges experienced in providing community engagement.

1.3.8.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.

1.3.8.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received

results disaggregated by the following age ranges:

1.3.8.8.1. 5-11 years old.

1.3.8.8.2. 12-17 years old.

1.3.8.8.3. 18 years and older.

1.3.8.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:

1.3.8.9.1. 5-11 years old.

1.3.8.9.2. 12-17 years old.

1.3.8.9.3. 18 years and older.

1.3.8.9.4. Any other age group eligible for COVID-19 vaccination.

1.3.8.10. Number of collaborating agencies/services identified as part of CHW-led intervention.

1.3.8.11. Number and percentage of clients with one or more identified co-morbidities through the EMR.

1.3.8.12. Number and percentage of resources provided in a primary language other than English.

1.3.8.13. Number and percentage of in-community visits with CHW clients at locations other than the Contractor's.

1.3.8.14. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.

1.3.8.15. Percentage of clients who identify one or more unmet need.

1.3.8.16. Number and percentage of identified unmet needs that are met with assistance of the CHWs.

1.3.8.17. Number and percentage of clients who have completed CHW encounter form and patient questionnaire.

1.3.8.18. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:

1.3.8.18.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.

1.3.8.18.2. Number of other navigation and support services to address COVID-19 risk factors.

1.3.8.18.3. Number of referrals completed through closed loop referral system.

1.3.8.18.4. Number of referrals for COVID-19 vaccination/vaccine support by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.

1.3.8.19. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.

1.3.8.20. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).

1.3.8.21. Number and percentage of CHW clients able to access COVID-19 vaccine within fourteen (14) days of first CHW encounter.

1.3.8.22. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.

1.3.8.23. Number and type of trainings provided to CHWs supported by COVID Health Disparities funding.

1.4. Performance Measures

1.4.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.1. Public Health Advisory Council

1.4.1.1.1. Documented organizational structure for the PHAC, including but not limited to:

1.4.1.1.1.1. Vision or mission statements.

1.4.1.1.1.2. Organizational charts.

1.4.1.1.1.3. Agreements.

1.4.1.1.1.4. Meeting minutes.

1.4.1.1.1.5. Documentation that the PHAC membership represents public health stakeholders and the covered populations.

1.4.1.1.1.6. CHIP evaluation plan that demonstrates positive outcomes each year.

1.4.1.1.1.7. Publication of an annual report to the community.

1.4.1.2. Public Health Emergency Preparedness

1.4.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review, based on prioritized recommendations from the Department.

1.4.1.2.2. Response rate and percentage of staff responding during staff notification, acknowledgement and assembly drills.

1.4.1.2.3. Percentage of requests for activation met by the Multi-Agency Coordinating Entity.

1.4.1.2.4. Percentage of requests for deployment during emergencies met by partnering agencies and volunteers.

1.4.1.3. Substance Misuse Primary Prevention Coordination and Continuum of Care Facilitation:

1.4.1.3.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.3.1.1. Increased leadership within the RPHN to plan, implement, monitor and evaluate progress in meeting goals in the three year strategic plan.

1.4.1.3.1.2.	Increased section engagement in understanding local conditions related to substance misuse, planning and carrying out the activities and strategies in the three year strategic plan.
1.4.1.3.1.3.	Increase linkages and coordination with behavioral and medical health providers to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
1.4.1.3.1.4.	Increase in resource allocation within the region to address substance misuse issues.
1.4.1.3.1.5.	Decrease in the use of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.6.	Decrease in the consequences of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.7.	As measured by a RPHN Community Mobilization Survey Tool designed by the Department and the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health

(NSDUH), and other identified data sources.

1.4.1.4. School-Based Vaccination Clinics

1.4.1.4.1. Annual increase in the percentage of students receiving COVID-19 vaccination and seasonal influenza vaccination in school-based clinics.

1.4.1.4.2. Annual increase in the percentage of schools providing School Based vaccination clinics who are identified by NHIP as participating in the Free/Reduced School Lunch Program, or completion of at least 50% of schools listed by the Department.

1.4.1.4.3. Maintain influenza vaccine wastage below 5%.

1.4.2. 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.

1.4.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.

1.4.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

4. Records

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

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. 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.

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department 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
Regional Public Health Network Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 94% Federal funds from:
      1.1.1. Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
      1.1.2. Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
      1.1.3. Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
      1.1.4. Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
      1.1.5. National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
      1.1.6. Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
      1.1.7. Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, as awarded on August 27, 2020, by the Centers for Disease Control and Prevention, CFDA 93.391, FAIN NH95OT000031.
   1.2. 6% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY 23 Budget through Exhibit C-2 SFY 24 Budget.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   4.3. Identifies and requests payment for allowable costs incurred in the previous month.

   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

   8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. 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.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Greater Seacoast Community Health*

Budget Request for: *RPHS-Strafford County*

Budget Period *July 1, 2022-June 30, 2023*

Indirect Cost Rate (if applicable) 0.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	$0	$18,720	$21,241		$114,240	$0	$7,730	$12,300
2. Fringe Benefits	$0	$4,118	$4,673		$28,560	$0	$1,701	$2,700
3. Consultants	$0	$1,000	$0		$7,500	$5,000	$0	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0	$5,000		$0	$0	$0	
5.(a) Supplies - Educational	$0	$0			$2,000	$1,000	$0	
5.(b) Supplies - Lab	$0	$0			$0	$0	$0	
5.(c) Supplies - Pharmacy	$0	$0			$0	$0	$0	
5.(d) Supplies - Medical	$0	$0	$1,071		$0	$5,000	$1,868	
5.(e) Supplies Office	$0	$512	$250		$3,287	$1,500	$1,000	
6. Travel	$0	$150			$5,000		$351	
7. Software	$0	$250			$500	$0	$0	
8. (a) Other - Marketing/Communications	$0	$1,500			$10,000	$10,000	$500	
8. (b) Other - Education and Training	$0	$1,000	$500		$10,000	$2,500	$100	
8. (c) Other - Other (specify below)								
Other (Occupacy)	$0	$2,750			$12,000	$0	$0	
Other (Food for Meeting and Trainings)	$0	$0			$10,000	$0	$0	
Other (please specify)	$0	$0	$0		$0	$0	$0	
Other (please specify)	$0	$0	$0		$0	$0	$0	
9. Subrecipient Contracts	$50,000	$0	$71,677	$10,000	$0	$0	$1,750	
Total Direct Costs	$50,000	$30,000	$104,412	$10,000	$203,087	$25,000	$15,000	$15,000
Total Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0
Subtotals	$50,000	$30,000	$104,412	$10,000	$203,087	$25,000	$15,000	$15,000
							TOTAL	$452,499

DS

Contractor Initials JL

6/7/2022

Date

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Greater Seacoast Community Health*

Budget Request for: *RPHS-Strafford County*

Budget Period: *July 1, 2023-June 30, 2024*

Indirect Cost Rate (if applicable) 0.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BOAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics
1. Salary & Wages	$0	$18,720	$21,241		$114,240	$7,730
2. Fringe Benefits	$0	$4,118	$4,673		$28,560	$1,701
3. Consultants	$0	$1,000	$0		$7,500	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0	$5,000		$0	$0
5.(a) Supplies - Educational	$0	$0			$2,000	$0
5.(b) Supplies - Lab	$0	$0			$0	$0
5.(c) Supplies - Pharmacy	$0	$0			$0	$0
5.(d) Supplies - Medical	$0	$0	$1,071		$0	$1,868
5.(e) Supplies Office	$0	$512	$250		$3,287	$1,000
6. Travel	$0	$150			$5,000	$351
7. Software	$0	$250			$500	$0
8. (a) Other - Marketing/Communications	$0	$1,500			$10,000	$500
8. (b) Other - Education and Training	$0	$1,000	$500		$10,000	$100
8. (c) Other - Other (specify below)						
Other (Occupacy)	$0	$2,750			$12,000	$0
Other (Food for Meeting and Trainings)	$0	$0			$10,000	$0
Other (please specify)	$0	$0	$0		$0	$0
Other (please specify)	$0	$0	$0		$0	$0
9. Subrecipient Contracts	$50,000	$0	$71,677	$10,000	$0	$1,750
Total Direct Costs	$50,000	$30,000	$104,412	$10,000	$203,087	$15,000
Total Indirect Costs	$0	$0	$0	$0	$0	$0
Subtotals	**$50,000**	**$30,000**	**$104,412**	**$10,000**	**$203,087**	**$15,000**
					TOTAL	**$412,499**

DS

Contractor Initials

6/7/2022

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Greater Seacoast Community Health

6/7/2022
Date

DocuSigned by:
Janet Laatsch
487F17CBDCE74E0...
Name: Janet Laatsch
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Vendor Name: Greater Seacoast Community Health

6/7/2022
Date

DocuSigned by:
Janet Laatsch
487E176DD2E74E0...
Name: Janet Laatsch
Title: CEO

DS
JL
Vendor Initials
6/7/2022
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS

Date 6/7/2022

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Greater Seacoast Community Health

6/7/2022
Date

DocuSigned by:
Janet Laatsch
48751760D2E74E0...
Name: Janet Laatsch
Title: CEO

Contractor Initials: DS
Date: 6/7/2022

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Greater Seacoast Community Health

DocuSigned by:
Janet Laatsch
437F176DD2E74E0...

6/7/2022
Date

Name: Janet Laatsch
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Greater Seacoast Community Health

6/7/2022
Date

DocuSigned by:
Janet Laatsch
Name: Janet Laatsch
Title: CEO

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

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

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

Department of Health and Human Services	Greater Seacoast Community Health
The State	Name of the Contractor
DocuSigned by: Patricia M. Tilley 846FB30F50FB4G8...	DocuSigned by: Janet Laatsch 487F176DD2E74E0...
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Janet Laatsch
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
6/7/2022	6/7/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (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: Greater Seacoast Community Health

6/7/2022
Date

DocuSigned by:
Janet Laatsch
Name: Janet Laatsch
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: 020304203

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. 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: **65587**

Certificate Number: **0005744263**

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 April A.D. 2022.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

I, Dennis Veilleux, Vice Chair of Greater Seacoast Community Health hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Greater Seacoast Community Health.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 28th, 2022 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Janet Laatsch

is duly authorized on behalf of Greater Seacoast Community Health 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: 05/31/2022

Signature of Elected Officer
Name: Dennis Veilleux
Title: Vice Chair

GOODCOM-01 PCANTLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/11/2022

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: info@clarkinsurance.com
INSURED Greater Seacoast Community Health dba Goodwin Community Health, Families First SOS Community Organization, Lilac City Pediatrics 311 Route 108 Somersworth, NH 03878	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Co of South Carolina — 19259 INSURER B : Technology Insurance Company — 42376 INSURER C : AIX Specialty Insurance Co — 12833 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			S 2439491	12/1/2021	12/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ Included $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S 2439491	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			S 2439491	12/1/2021	12/1/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4055247	1/1/2022	1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			L3V-A671986-07	1/1/2022	1/1/2023	Each Incident	1,000,000
C	Professional Liabili			L3V-A671986-07	1/1/2022	1/1/2023	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability excludes coverage for claims that are covered under the FTCA

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Margie Ruth

Greater Seacoast Community Health

Mission

"To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay."

Board Approved on 6-25-2018

GREATER SEACOAST COMMUNITY HEALTH

Goodwin Community Health | Families First | Lilac City Pediatrics

FINANCIAL STATEMENTS

December 31, 2020 and 2019

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Greater Seacoast Community Health

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Seacoast Community Health as of December 31, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
July 15, 2021

GREATER SEACOAST COMMUNITY HEALTH

Balance Sheets

December 31, 2020 and 2019

ASSETS

	2020	2019
Current assets		
Cash and cash equivalents	$ 8,238,071	$ 4,895,949
Patient accounts receivable	898,514	1,095,255
Grant and other receivables	1,149,771	763,483
Pledges receivable	289,104	33,625
Inventory	134,597	100,428
Other current assets	156,514	53,142
Total current assets	10,866,571	6,941,882
Investments	1,997,275	1,373,984
Pledges receivable	135,333	-
Assets limited as to use	1,361,054	1,621,866
Property and equipment, net	5,938,040	5,784,530
Total assets	$ 20,298,273	$ 15,722,262

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 283,102	$ 200,449
Accrued payroll and related expenses	955,457	1,199,712
Patient deposits	152,926	137,239
Deferred revenue	116,450	46,628
Provider Relief Funds refundable advance	221,102	-
Paycheck Protection Program refundable advance	1,479,000	-
Current maturities of long-term debt	27,304	-
Total current liabilities	3,235,341	1,584,028
Long-term debt, less current maturities	261,836	-
Total liabilities	3,497,177	1,584,028
Net assets		
Without donor restrictions	13,990,441	12,379,359
With donor restrictions	2,810,655	1,758,875
Total net assets	16,801,096	14,138,234
Total liabilities and net assets	$ 20,298,273	$ 15,722,262

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Operations

Years Ended December 31, 2020 and 2019

	2020	2019
Operating revenue and support		
Net patient service revenue	**$11,793,485**	$11,318,482
Grants, contracts, and contributions	**9,317,881**	7,943,253
Other operating revenue	**448,537**	259,394
Net assets released from restriction for operations	**171,899**	448,507
Total operating revenue and support	**21,731,802**	19,969,636
Operating expenses		
Salaries and wages	**12,571,717**	12,295,009
Employee benefits	**2,255,496**	2,156,634
Contracted services	**985,228**	1,080,950
Program supplies	**1,519,931**	1,324,866
Information technology	**755,828**	503,376
Occupancy	**786,296**	787,474
Other	**1,276,901**	1,125,378
Depreciation	**286,651**	326,934
Interest expense	**3,111**	-
Total operating expenses	**20,441,159**	19,600,621
Operating income	**1,290,643**	369,015
Other revenue and (losses)		
Investment income	**50,806**	48,963
Loss on disposal of assets	**-**	(20,936)
Change in fair value of investments	**166,963**	157,822
Total other revenue and (losses)	**217,769**	185,849
Excess of revenue over expenses	**1,508,412**	554,864
Grants received for capital acquisition	**69,701**	-
Net assets released from restriction for capital acquisition	**32,969**	-
Increase in net assets without donor restrictions	**$ 1,611,082**	$ 554,864

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Changes in Net Assets

Years Ended December 31, 2020 and 2019

	2020	2019
Net assets without donor restrictions		
Excess of revenue over expenses	$ 1,508,412	$ 554,864
Grants received for capital acquisition	69,701	-
Net assets released from restriction for capital acquisition	32,969	-
Increase in net assets without donor restrictions	1,611,082	554,864
Net assets with donor restrictions		
Contributions	1,098,894	169,687
Investment income	28,158	47,540
Change in fair value of investments	129,596	216,414
Net assets released from restriction for operations	(171,899)	(448,507)
Net assets released from restriction for capital acquisition	(32,969)	-
Increase (decrease) in net assets with donor restrictions	1,051,780	(14,866)
Change in net assets	2,662,862	539,998
Net assets, beginning of year	14,138,234	13,598,236
Net assets, end of year	$16,801,096	$14,138,234

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Cash Flows

Years Ended December 31, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 2,662,862	$ 539,998
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	286,651	326,934
Equity in loss of limited liability company	-	13,754
Change in fair value of investments	(296,559)	(374,236)
Loss on disposal of assets	-	20,936
Grants and contributions for long-term purposes	(1,144,139)	-
Decrease (Increase) in		
Patient accounts receivable	196,741	397,009
Grant and other receivables	(386,288)	(245,960)
Pledges receivable	(390,812)	229,932
Inventory	(34,169)	42,822
Other current assets	(103,372)	4,845
Increase (decrease) in		
Accounts payable and accrued expenses	82,653	27,597
Accrued salaries and related amounts	(244,255)	124,249
Patient deposits	15,687	(35,866)
Deferred revenue	69,822	39,359
Provider Relief Funds refundable advance	221,102	-
Paycheck Protection Program refundable advance	1,479,000	-
Net cash provided by operating activities	2,414,924	1,111,373
Cash flows from investing activities		
Capital acquisitions	(440,161)	(25,181)
Proceeds from sale of investments	683,784	244,247
Purchase of investments	(749,704)	(331,303)
Net cash used by investing activities	(506,081)	(112,237)
Cash flows from financing activities		
Grants and contributions for long-term purposes	1,144,139	-
Proceeds from long-term debt	300,000	-
Payments on long-term debt	(10,860)	-
Net cash provided by financing activities	1,433,279	-
Net increase in cash and cash equivalents	3,342,122	999,136
Cash and cash equivalents, beginning of year	4,895,949	3,896,813
Cash and cash equivalents, end of year	$ 8,238,071	$ 4,895,949
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 3,111	$ -

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

Organization

Greater Seacoast Community Health (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC), providing fully integrated medical, behavioral, oral health, recovery services and social support for underserved populations. The Organization is a network of community health centers, which includes Families First Health & Support Center, Goodwin Community Health, and Lilac City Pediatrics, providing healthcare services to individuals living within the greater Seacoast service area.

1. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the financial statements according to the following net asset classifications:

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

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

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

COVID-19

In March 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. In adhering to guidelines issued by the State of New Hampshire and the Center for Disease Control, the Organization took steps to create safe distances between both staff and patients. Dental operations were curtailed, open only for emergency care, until services resumed in June 2020. Medical and behavioral health patient visits were done through telehealth when appropriate.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement (PPPHCE) Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services (HHS). The Organization received PRF in the amount of $221,102 during the year ended December 31, 2020. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19 through June 30, 2021. The PRF are considered contributions and are recognized as income when qualifying expenditures or lost revenues have been incurred. The Organization has not incurred qualifying expenses or lost revenue necessary to recognize these contributions during the year ended December 31, 2020, and as a result the funds are reported as a refundable advance on the balance sheet. Management expects to fully expend the funds prior to June 30, 2021.

On May 21, 2020, the Organization qualified for and received a loan in the amount of $1,479,000 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration under the CARES Act and the PPPHCE Act. The principal amount of the PPP is subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Organization during a specific covered period. The PPP was fully utilized to pay for qualifying expenditures during the year ended December 31, 2020. The Organization has not yet applied for forgiveness, but is able to do so at any point until the loan matures in May 2022. The Organization expects the full amount of the PPP to be eligible for forgiveness. The PPP is reported as a refundable advance on the balance sheet until forgiveness is received.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

Revenue Recognition and Patient Accounts Receivable

Patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payers (including commercial insurers and governmental programs).

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligation for medical, behavioral health, dental and ancillary services from the commencement of a face-to-face encounter with a patient to the completion of the encounter. Ancillary services provided the same day as the face-to-face encounter are considered to be part of the performance obligation and are not deemed to be separate performance obligations. The Organization measures the performance obligation for in-house and contract pharmacy services based on when the prescription is dispensed to the patient. The Organization's performance obligations are satisfied at a point in time.

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

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

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payer. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payer or group of payers will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. Payer concentrations are disclosed in Note 9.

The Organization bills the patients and third-party payers several days after the services are performed. A summary of payment arrangements follows:

Medicare

The Organization is primarily reimbursed for medical and ancillary services based on the lesser of actual charges or prospectively set rates for all FQHC services furnished to a Medicare beneficiary on the same day when an FQHC furnishes a face-to-face FQHC visit. Certain other non-FQHC services are reimbursed based on fee-for-service rate schedules.

Medicaid

The Organization is primarily reimbursed for medical and ancillary services based on prospectively set rates for all FQHC services furnished to a Medicaid beneficiary on the same day when an FQHC furnishes a face-to-face FQHC visit. Dental and certain other non-FQHC services are reimbursed based on fee-for-service rate schedules.

Other Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed based on contractually obligated payment rates for each Current Procedural Terminology code, which may be less than the Organization's public fee schedule.

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount program. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization's sliding fee discount program was approximately $1,050,470 and $1,517,244 for the years ended December 31, 2020 and 2019, respectively. The Organization is able to provide these services with a component of funds received through federal and state grants and local support.

For uninsured patients who do not qualify under the Organization's sliding fee discount program, the Organization bills the patient based on the Organization's standard rates for services provided. Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

340B Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization operates an in-house pharmacy and contracts with other local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price. The Organization recognizes revenue in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. 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, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Accounts receivable at January 1, 2019 were $897,258. All such amounts are considered collectible.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The accounts receivable from patients and third-party payers, net of contractual allowances, were as follows:

	2020	2019
Governmental plans		
Medicare	8 %	7 %
Medicaid	27 %	28 %
Commercial payers	36 %	31 %
Patient	29 %	34 %
Total	100 %	100 %

Grant, Other Receivables, and Deferred Revenue

Grant and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

The Organization receives a significant amount of grants from HHS. For the years ended December 31, 2020 and 2019, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 64% and 66%, respectively, of grants, contracts and contributions.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has met the performance requirements or incurred expenditures in compliance with specific contract or grant provisions, as applicable. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue.

The Organization has been awarded cost reimbursable grants that have not been recognized at December 31, 2020 because qualifying expenditures have not yet been incurred as follows:

	Amount	Available Through
Health Center Program	$ 1,274,037	April 30, 2021
CARES Act	643,233	April 3, 2021*
COVID-19 Testing	236,050	May 4, 2021*
Quality Improvement	722	August 31, 2021
Integrated Behavioral Health Services	167,750	August 31, 2021
Oral Health Infrastructure	139,473	April 30, 2022
Expanded Medication Assisted Treatment for Vulnerable Populations	533,606	September 30, 2021
American Rescue Plan Act Funding for Health Centers	3,166,125	March 31, 2023
Total grant funds available	$ 6,160,996	

* Grant extension for additional twelve months can be applied for if funds are not used by the end of the project period.

Inventory

Inventory consists primarily of pharmaceuticals and is stated at the lower of cost or retail. Cost is determined on the first-in, first-out method.

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheets regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and losses section of the statement of operations. The election was made because the Organization believes reporting the activity in a single performance indicator provides a clearer measure of the investment performance. Accordingly, investment income and the change in fair value are included in the excess (deficiency) of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheet.

Investment in Limited Liability Company

The Organization is one of seven members of Primary Health Care Partners, LLC (PHCP). The Organization's investment in PHCP is reported using the equity method. PHCP dissolved on December 31, 2019 and the Organization's remaining capital balance was subsequently distributed to the Organization.

Assets Limited as to Use

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 8.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. Property and equipment costing less than $5,000 is charged to expense upon purchase.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived 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 long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits primarily consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets 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 statements of operations as net assets released from restriction.

Excess of Revenue Over Expenses

The statement of operations reflects the excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through July 15, 2021, which is the date the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

The Organization had working capital of $7,631,230 and $5,357,854 at December 31, 2020 and 2019, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 149 and 93 at December 31, 2020 and 2019, respectively.

Financial assets available for general expenditure within one year were as follows:

	2020	2020
Cash and cash equivalents	**$ 8,238,071**	$ 4,895,949
Patient accounts receivable, net	**898,514**	1,095,255
Grant and other receivables	**1,149,771**	763,483
Financial assets available for current use	**$10,286,356**	$ 6,754,687

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration (commonly known as HRSA) recommended days cash and cash equivalents on hand for operations of 30 days.

3. Pledges Receivable

Pledges receivable are restricted for capital projects that are expected to be placed in service in 2021 and are due as follows:

	2020	2019
Less than one year	$ 289,104	$ 33,625
One to five years	135,333	-
Total	$ 424,437	$ 33,625

A reserve for uncollectible pledges has been established in the amount of $2,000 at December 31, 2020 and 2019. Conditional promises to give are not included as revenue until the conditions are substantially met.

4. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

	2020	2019
Long-term investments	$ 1,997,275	$ 1,373,984
Assets limited as to use	1,361,054	1,621,866
Total investments	$ 3,358,329	$ 2,995,850

Assets limited as to use are restricted for the following purposes:

	2020	2019
Assets held in trust under Section 457(b) deferred compensation plans	$ 44,809	$ 36,304
Assets with donor restrictions	1,316,245	1,585,562
Total	$ 1,361,054	$ 1,621,866

Fair Value of Financial Instruments

U.S. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

U.S. GAAP distinguishes three levels of inputs that may be utilized when measuring fair value:

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

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

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

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Investments at Fair Value as of December 31, 2020			
	Level 1	**Level 2**	**Level 3**	**Total**
Cash and cash equivalents	**$ 374,694**	**$ -**	**$ -**	**$ 374,694**
Municipal bonds	**-**	**165,125**	**-**	**165,125**
Exchange traded funds	**506,873**	**-**	**-**	**506,873**
Mutual funds	**2,311,637**	**-**	**-**	**2,311,637**
Total investments	**$ 3,193,204**	**$ 165,125**	**$ -**	**$ 3,358,329**

	Investments at Fair Value as of December 31, 2019			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 193,877	$ -	$ -	$ 193,877
Municipal bonds	-	290,796	-	290,796
Exchange traded funds	330,437	-	-	330,437
Mutual funds	2,180,740	-	-	2,180,740
Total investments	$ 2,705,054	$ 290,796	$ -	$ 2,995,850

Municipal bonds are valued based on quoted market prices of similar assets.

5. Property and Equipment

Property and equipment consisted of the following:

	2020	2019
Land	$ 718,427	$ 718,427
Building and improvements	5,943,273	5,857,428
Leasehold improvements	327,532	302,547
Furniture, fixtures, and equipment	2,734,113	2,673,943
Construction in progress	269,161	-
Total cost	9,992,506	9,552,345
Less accumulated depreciation	4,054,466	3,767,815
Property and equipment, net	$ 5,938,040	$ 5,784,530

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

6. Long-Term Debt

Long-term debt consists of the following at December 31:

	2020	2019
2.25% promissory note payable to New Hampshire Health and Education Facilities Authority through July 2030, paid in monthly installments of $2,794, including interest. Note is uncollateralized.	$ 289,140	$ -
Less current portion	27,304	-
Long-term debt, less current portion	$ 261,836	$ -

Maturities of long-term debt for the next five years are as follows at December 31:

2021	$ 27,304
2022	27,925
2023	28,560
2024	29,209
2025	29,873
Thereafter	146,269
Total	$ 289,140

7. Net Assets with Donor Restrictions

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

	2020	2019
Specific purpose (temporary in nature)		
Program services	$ 448,742	$ 139,688
Construction of new facility	621,232	-
Passage of time (temporary in nature)		
Pledges receivable	424,436	33,625
Earnings from endowment investments	446,567	357,612
Held in perpetuity (permanent in nature)		
Endowment	869,678	1,227,950
Total	$ 2,810,655	$ 1,758,875

Net assets released from net assets with donor restrictions were as follows:

	2020	2019
Satisfaction of purpose - program services	$ 48,514	$ 53,238
Satisfaction of purpose - purchase of capital assets	32,969	-
Passage of time - pledges receivable	54,586	322,064
Passage of time - endowment earnings	68,799	73,205
Total	$ 204,868	$ 448,507

During 2020, the Organization petitioned for and received approval for a change in the intent of one of the Organization's endowment donations so the funds can be used to offset costs associated with the construction of a new facility in Portsmouth, New Hampshire. As a result, the endowment principal was reclassified from net assets with donor restrictions to be held in perpetuity to net assets with donor restrictions with specific purposes.

8. Endowments

Interpretation of Relevant Law

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

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

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2020 and 2019.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

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

Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities:

	2020	2019
Endowments, beginning of year	$ 1,585,562	$ 1,394,813
Investment income	28,158	47,540
Change in fair value of investments	129,596	216,414
Spending policy appropriations	(68,799)	(73,205)
Reclassification due to change in purpose restriction	(358,272)	-
Endowments, end of year	$ 1,316,245	$ 1,585,562

9. Patient Service Revenue

Net patient service revenue by payer and program is as follows:

	2020		
	Medical, Behavioral Health and Dental Services	Pharmacy Services	Total
Governmental payers			
Medicare	$ 753,938	$ 229,068	$ 983,006
Medicaid	5,256,020	335,695	5,591,715
Commercial payers	2,603,757	316,667	2,920,424
Patient	442,767	182,912	625,679
Net direct patient service revenue	9,056,482	1,064,342	10,120,824
340B contract pharmacy revenue	-	1,672,661	1,672,661
Net patient service revenue	$ 9,056,482	$ 2,737,003	$ 11,793,485

	2019		
	Medical, Behavioral Health and Dental Services	Pharmacy Services	Total
Governmental payers			
Medicare	$ 927,218	$ 241,341	$ 1,168,559
Medicaid	4,641,469	298,673	4,940,142
Commercial payers	2,806,586	277,352	3,083,938
Patient	470,870	182,195	653,065
Net direct patient service revenue	8,846,143	999,561	9,845,704
340B contract pharmacy revenue	-	1,472,778	1,472,778
Net patient service revenue	$ 8,846,143	$ 2,472,339	$ 11,318,482

10. Functional Expense

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare, administrative and support and fundraising services based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature. Expenses related to providing these services are as follows:

	Healthcare Services	Administrative and Support Services	Fundraising Services	Total
2020				
Salaries and wages	**$ 10,678,936**	**$ 1,479,752**	**$ 413,029**	**$ 12,571,717**
Employee benefits	**1,915,912**	**265,482**	**74,102**	**2,255,496**
Contracted services	**787,581**	**186,356**	**11,291**	**985,228**
Program supplies	**1,519,931**	**-**	**-**	**1,519,931**
Information technology	**642,032**	**88,964**	**24,832**	**755,828**
Occupancy	**667,912**	**92,551**	**25,833**	**786,296**
Other	**1,084,652**	**150,297**	**41,952**	**1,276,901**
Depreciation	**243,493**	**33,740**	**9,418**	**286,651**
Interest expense	**2,643**	**366**	**102**	**3,111**
Total	**$ 17,543,092**	**$ 2,297,508**	**$ 600,559**	**$ 20,441,159**

	Healthcare Services	Administrative and Support Services	Fundraising Services	Total
2019				
Salaries and wages	$ 10,587,330	$ 1,293,845	$ 413,834	$ 12,295,009
Employee benefits	1,857,078	226,878	72,678	2,156,634
Contract services	890,375	183,127	7,448	1,080,950
Program supplies	1,324,866	-	-	1,324,866
Information technology	433,457	52,955	16,964	503,376
Occupancy	678,094	82,842	26,538	787,474
Other	963,883	103,415	58,080	1,125,378
Depreciation	281,523	34,393	11,018	326,934
Total	$ 17,016,606	$ 1,977,455	$ 606,560	$ 19,600,621

11. Retirement Plans

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the years ended December 31, 2020 and 2019, the Organization contributed $211,632 and $193,365, respectively, to the plan.

The Organization has established an unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2020. The balance of the deferred compensation plan amounted to $44,809 and $36,304 at December 31, 2020 and 2019, respectively.

12. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of December 31, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

13. Lease Commitments

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2021	$ 597,351
2022	629,161
2023	430,556
2024	411,871
2025	335,498
Thereafter	3,885,210
Total	$ 6,289,647

Rental expense amounted to $346,489 and $316,139 for the year ended December 31, 2020 and 2019, respectively.

14. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was $1,071,367 and $1,068,417 for the years ended December 31, 2020 and 2019, respectively. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

GREATER SEACOAST COMMUNITY HEALTH

Goodwin Community Health | Families First | Lilac City Pediatrics

Board of Directors
Calendar Year 2022

Name/Address	Phone/Email	Occupation
Chair Jennifer Glidden		DHHS Admin. Supervisor **Consumer**
Vice Chair Dennis Veilleux		Accounting Manager
Board Treasurer Jim Sepanski		Financial Executive
Board Secretary Don Chick		Photographer **Consumer**
Laura Belsky		Retired Nurse **Special Population**
Jody Hoffer Gittell		Professor **Consumer**
Valerie Goodwin		Retired Business **Consumer**
Abigail Sykas Karoutas		Attorney **Consumer**
Allison Neal		Education Consultant **Consumer**
Yulia Rothenberg		Education Consultant **Consumer**
Kathy Scheu		Medical/Laboratory Product Sales
Dan Schwarz		Retired Attorney **Consumer**
Jeffrey Segil, MD		Physician-OB/GYN
David B. Staples, DDS		Dentist **Consumer**

Lara D. Willard

[redacted]

[redacted]

▼ PROFILE

- Highly skilled, results-oriented professional with 18 years of proven leadership experience encompassing:
  - Healthcare Operations
  - Strategic Planning
  - Public Health Leader
  - Corporate Communications
  - Organizational Leadership
  - Change Leadership
  - Partnership Development
  - Mergers and Acquisitions
  - Branding & Marketing
  - Media Relations
  - Crisis Communications
  - Public Affairs
  - Grant Management
- Consistently achieved or exceeded goals, performance milestones, and growth expectations.
- Effectively managed high profile, highly visible public relations and marketing campaigns that dramatically improved awareness and increased response rates.
- Outstanding communicator and negotiator with the ability to influence key decision-makers and justify new programs and initiatives.
- Friendly and outgoing with experience delivering executive level presentations and managing key accounts generating up to $1 million in annual sales.
- Excellent organizational, strategic planning, problem solving, analytical, training, team building, budgeting, and leadership skills.

▼ PROFESSIONAL EXPERIENCE

Chief Strategy Officer/Strafford County Public Health Network Director
GREATER SEACOAST COMMUNITY HEALTH, Somersworth, NH 2009 - Present
A 501(c) (3) non-profit, FQHC community health center with 300 employees.

- In a duel role, supervise a 4-person Marketing and outreach team and a 6-person regional public health network team.
- Annual strategic planning, marketing, branding, fundraising, internal and external communications, and community and public relations operations.
- Provide strategic counsel on mergers, crisis communications, rebranding, growth strategies, and securing large DHHS competitive grants.
- Oversee development of 100+ pieces of marketing literature, press releases, newsletters, and strategic communications per year.
- Ensure consistent messaging, content, and imaging including logos, brochures, posters, annual reports, event notices, billboards, and signage.
- Spearhead development of website and social media content. Facilitated 20-30% annual increase in web, Facebook, and LinkedIn traffic.
- Direct a diverse array of special events, promotions, and fundraisers.
- Doubled participation and fundraising dollars generated from 5K Road Race, Film Festival, Legislative Breakfasts, and Annual Donor Appeal.
- Increased annual fundraising by 550% (from $60,000 to $400,000).
- Sourced and developed new funding sources, securing $6 million national grant to construct a central facility. Manage up to 15 large grants per year.
- Aided in consolidating 4 locations into a new facility. Led marketing campaigns that expanded patient base from 6,000 to 16,000 patients.
- Actively participated in numerous chambers of commerce, networking groups, and health care associations.

Marketing & Communications Consultant
LDW PUBLIC RELATIONS, Somersworth, NH 2000 - 2013
A public relations, marketing, and advertising consulting firm.

- Built client base of 12 key accounts including public relations agencies, start-ups, small businesses, corporations, and non-profits.
- Managed programs for Juniper Networks, Telx, Lineage Power, Hockey.com, and General Linen Service.
- Enhanced creativity, professionalism, and frequency of outbound marketing/communications and public relations efforts.
- Planned and coordinated publicity, promotion, advertising, and online presence for milestone company events.
- Promoted and marketed venture capital funding, new store openings, acquisitions, web casts, and celebrity endorsements.
- Drove brand awareness and message consistency. Created fresh and compelling copy for websites, catalogs, speeches, releases, and collateral.
- Increased exposure and feature news stories through top media outlets including *Wall Street Journal*, *Forbes*, Associated Press, and ESPN.
- Conducted varied media training with top company executives.

▼ EDUCATION

JOHNSON & WALES UNIVERSITY, Providence, RI

- B.S. degree, Advertising & Communications
- A.S. degree, Advertising & Public Relations
- Trimester in The Hague studying Development of the European Community
- Copywriting Internship; Brown University 95.5 FM WBRU

▼ COMMUNITY

- Board of Directors, President, Greater Somersworth Chamber of Commerce
- Passenger Rail Advisory Committee, City of Somersworth
- Founding Board Member, Dover Race Series
- Marketing Committee Chair, ONE Voice Opioid Misuse Task Force
- Strategic Communications Committee, Bi-State Primary Care Association

▼ PROFESSIONAL EXPERIENCE (CONTINUED)

Executive Director
SOMERSWORTH MAIN STREET, INC., Somersworth, NH 2001 - 2004
A 501(c)(3) nonprofit organization focused on downtown commercial revitalization.

- Founded an organization to renovate and rejuvenate the downtown, Main Street, riverfront, and historic district in a town with 12,000 residents.
- Chaired Volunteer Board and led a team of 150+ volunteers.
- Researched and obtained grants. Regulated a $300,000+ annual budget.
- Helped facilitate local business allocation, tax credits, and reinvestment of $2 million for building renovation and revitalization projects.
- Energized local planning, historic preservation, economic development, design, real estate development, and beautification programs.
- Developed and implemented strategic marketing and public relations programs, fundraisers, public planning sessions, promotions, and events.

Public Relations Manager / Public Relations Specialist
CABLETON SYSTEMS, Rochester, NH 1997 - 2000
The $65 million Aprisma software division later acquired by CA Technologies.

- Led branding and naming effort to create corporate and solutions identity package.
- Served on leadership team that established Aprisma as an independent entity and drove annual revenue from $12 to $65 million in 2 years.
- Contributed to major campaigns and initiatives that increased North American brand awareness by 65% in first year.
- Oversaw Public Relations program throughout North American operations.
- Supervised 2 internal staff members and managed outsourced projects completed by 5 external graphic design and production agencies.
- Contributed to development of public relations plans, corporate communications, and trade show budgets of $250,000+.
- Worked with product marketing and launch teams for multi-million dollar product launches. Supported 20+ national trade shows per year.
- Managed development, editing, and distribution of press materials, speeches, scripts, web content, and corporate messaging.
- Consistently delivered excellent and measurable results with trade and business media and leading industry analysts.
- Coordinated complex media events, trade shows, and press tours.
- Led global public relations activities including branding, public/analyst relations, lead generation, events, and sales support activities.

Assistant Account Executive
THE WEBER GROUP, INC., Nashua, NH 1996 - 1997
A $500 million global public relations agency now known as Weber Shandwick.

- Consistently met and surpassed client expectations at a world class public relations agency.
- Wrote, edited, pitched, brainstormed, and created campaign ideas to meet strict project deadlines.
- Supervised, trained, and motivated interns and account coordinators.
- Developed and maintained editorial and speaking calendars to generate client exposure.
- Cultivated and grew relationships with key clients including 3Com and DCI.

Ashley E. Wright, MS, CPS

[redacted]

Energetic prevention professional and community organizer with experience working in diverse communities to build capacity and implement evidence-based strategies in collaboration with community partners

Education

Merrimack College North Andover, MA

Masters of Science in Health and Wellness Management Class of 2016

Bachelor of Science in Health Science Class of 2015

Work History

Greater Seacoast Community Health Somersworth, NH February 2022 – Present

Strafford County Public Health Network, Manager

- Manage multiple grants and programming related to public health topics, including substance use and mental health, food security, chronic disease prevention, flu and COVID vaccination efforts
- Supervise and support SCPHN staff, providing leadership and supporting their PHN programs and grants
- Facilitate Public Health Advisory Council (PHAC) leadership and oversee strategic planning for 3-Year Community Health Improvement Plan and working groups
- Facilitate regional Addiction Task Force Coalition focusing across the continuum of care of substance use and mental health disorders
- Facilitate regional Healthy Living Coalition focused on addressing food security & chronic disease prevention
- Maintain budgets for all PHN programs and contracts
- Organize & facilitate professional development & community education opportunities
- Act as part of Strafford County's COVID Incident Management Team (IMT); administrating clinics, managing vaccine & supplies inventory, ordering & reconciliation, budgets, state & partner contracts
- Support parent-agency whenever possible by creating & supporting initiatives, building & strengthening partnerships and facilitating collaboration with PHN program, parent agency & community-partners

Greater Seacoast Community Health Somersworth, NH March 2019 – February 2022

Strafford County Public Health Network, Continuum of Care Manager

- Contribute to the team efforts of Strafford County Public Health Network
- Assist in leading strategic planning processes for all Network programs
- Supervise Strafford County Public Health Network's Substance Misuse Prevention Coordinator
- Engage community stakeholders in planning, implementing and evaluating work
- Build capacity of community stakeholders to participate in or otherwise contribute to work
- Improve the awareness of and access to substance use prevention, treatment and recovery resources
- Facilitate Addiction Task Force & Health Living Work Group; working groups of community stakeholders that inform on strategies to address public health concerns in Strafford County
- Collect and analyze primary and secondary data to guide work
- Develop and disseminate educational, marketing, and other materials across information channels
- Create and distribute resources related to substance misuse prevention, treatment and recovery, and related to healthy eating, physical activity and chronic disease prevention
- Organize professional development opportunities for community members and stakeholders
- Host the annual Strafford County Addiction Summit conference for community stakeholders
- Coordinate and host school-based influenza vaccine clinics for all K-12 schools in Strafford County

City of Malden Board of Health Malden, MA July 2016 – March 2019

Substance Abuse Prevention Outreach Manager, Partnerships for Success Grant Coordinator

- Managed all operational and fiscal aspects of grant including monthly billing and quarterly reports
- Utilized the Strategic Prevention Framework

- Implemented community-wide strategies for policies, systems and practice change
- Collected and analyzed data for planning, implementation, and evaluation purposes
- Facilitated planning and working group meetings with stakeholders and community partners
- Supported school district in policy change, curriculum implementation and other projects as needed
- Organized and host professional development workshops, community forums and events
- Created and motivated a network of professionals to work collaboratively across sectors
- Represented Malden as part of the regional Mystic Valley Public Health Coalition
- Coordinated Substance Abuse Subcommittee of local community coalition
- Supported agencies and organizations working locally in substance use prevention and related field
- Assisted with daily functions of Health Department such as customer assistance and accounts payable

City of Melrose Health Department Melrose, MA — March 2018 – June 2018
Substance Abuse Prevention Collaborative, Project Assistant
- Managed quarterly e-newsletter content
- Tracked and recorded state legislative bills regarding alcohol policy
- Assisted coordinator in data collection to inform on strategies
- Provided administrative support to coordinator

Massachusetts Alliance of YMCA's Boston, MA — January 2016 – July 2016
Health and Wellness Intern
- Project Manager for Massachusetts' involvement in National YMCA's Walkability initiative
- Conducted primary research to identify barriers to Complete Streets policies
- Researched development of public policies
- Educated legislators about the impact of public policies
- Assisted in preparing and hosting events

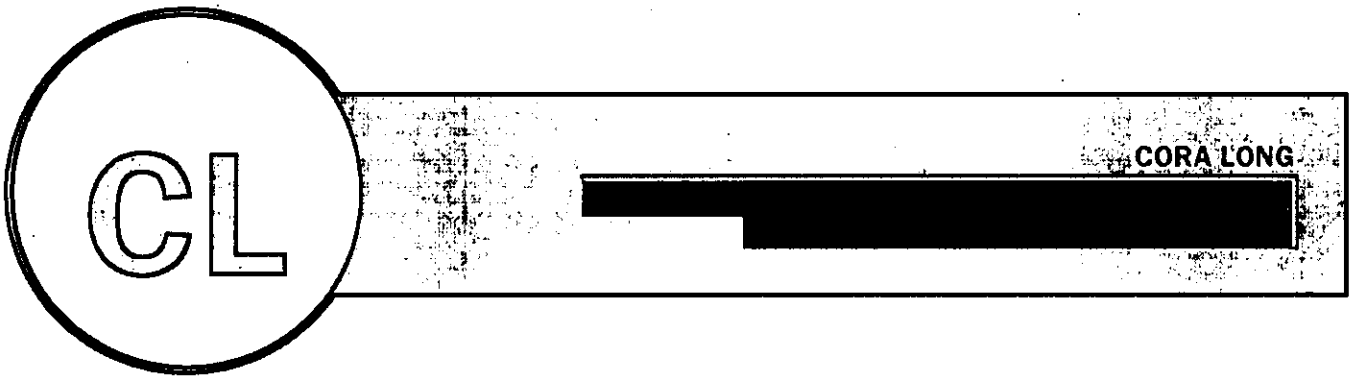
Certifications & Qualifications

Certified Prevention Specialist — March 2021
NH Prevention Certification Board

Mental Health First Aid — October 2017 – October 2020
National Council for Behavioral Health

Substance Abuse Prevention Skills Training (SAPST) — Completed March 31, 2017
SAMHSA's Center for Application of Prevention Technologies

NAMI NH Connect Suicide Prevention Trainer — August 2021 – August 2023
National Alliance on Mental Illness



OBJECTIVE

Strong, respectful, reliable and intelligent. Seeking an ethical, collaborative, and dedicated work environment. Passionate about patient advocacy, breaking down barriers and navigating today's complex healthcare system.

SKILLS

Training & Development • Marketing • Medical Terminology • Prior Authorizations • Patient Advocate • Medical Office Experience • Public Relations • Motivational Interviewing • Case Management • Strategic Planning • Program Management • Social Work • Event Planning

EXPERIENCE

SUBSTANCE MISUSE PREVENTION COORDINATOR • SCPHN
SEP 2018 TO PRESENT

Identifies and implements evidence based, data driven strategies and programs for the prevention of suicide and substance use disorder across the continuum throughout the Strafford County region. Closely collaborates and implements programming through partnerships with community organizations. Responsible for ensuring that all critical tasks are fulfilled on a timely basis and reported accurately via measurable outcomes. Develops strategic plan, logic model, work plan, annual reports, site visits, marketing and budgets.

REFERRAL COORDINATOR • FAMILIES FIRST HEALTH CENTER
JULY 2017 TO SEP 2018

Responsible for referrals across multiple specialties and locations which includes scheduling, insurance verifications and authorizations, utilizing EMR and billing software as well as various administrative tasks. Collaborates with clinical teams and providers, as well as patient advocacy, social work and case management.

LEAD MEDICAL RECORDS • HARBOUR WOMENS HEALTH
JULY 2015 TO JULY 2017

Processes written and oral correspondence to provide data from patient records to medical providers and staff, by sharing and requesting information in accordance with established policies, procedures, state statutes and Federal guidelines and to assist with additional clerical functions.

CL

CORA LONG

EDUCATION

High School Degree
Wells High School
Wells ME – 2005

CERTIFICATIONS

Certified Youth Mental Health First Aid Instructor
Youth Mental Health First Aid is designed to teach parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human services workers, and other caring citizens how to help an adolescent (age 12-18) who is experiencing a mental health or addiction challenge and/or crisis.

CONGRESSIONAL LIAISON • DEPARTMENT OF STATE NVC
JUNE 2007 TO JULY 2015

Research and iterate complex public policy issues surrounding immigration matters that involve pending cases. Provide expert policy support to the Government in addressing and resolving constituent matters and provide further assistance with public relations. Manages special immigrant visas, humanitarian cases and expedite cases.

VOLUNTEER EXPERIENCE OR LEADERSHIP

SEACOAST OUTRIGHT BOARD MEMBER
NOV 2021 to Present

LGBTQ+ Organization providing support and advocacy for LGBTQ+ youth in the Seacoast are and beyond since 1993. Weekly support groups for youth in NH, ME and MA.

DOVER MENTAL HEALTH ALLIANCE STEERING COMMITTEE
DEC 2019 to Present

The Dover Mental Health Alliance (DMHA) envisions a culture that embraces and addresses the complexities of mental health in Dover, NH.

HAND UP HEALTH SERVICES SYRINGE EXCHANGE VOLUNTEER
JULY 2018 to JULY 2019

Delivery of services and materials to people at risk of drug overdose, HIV/HCV and other viral and bacterial infection, and harms associated with the drug and sex trades in our communities.

[redacted]

SIERRA J. BICKFORD

[redacted]

Education

University of New Hampshire **August 2016-May 2020**

Biology Bachelor of Science Degree: Focus on Medical Science

- Collaborated with professors to create an independent study to investigate the relationship between women's quality of life and access to reproductive healthcare

International TEFL Academy **November 2021-January 2022**

- 170 Online Teaching English as a Foreign Language Certification Course
- 20 Hour Teaching Practicum with English language learners ages 5 to 18

Relevant Experience

Greater Seacoast Community Health **January 2022-Present**

Community Health Worker – 40 hours/week

- Case management of community members in vulnerable populations
- Facilitate community education and outreach concerning public health issues
- Coordinate with community partners to create health initiatives

AmeriCorps COVID-19 Corps **January 2021-January 2022**

Public Health Outreach VISTA – 40 hours/week

- Connected underserved and low socioeconomic groups to healthcare services
- Planned and managed Covid-19 vaccination clinics
- Editor of monthly public health newsletter

New Hampshire Audubon Society **Summer 2017 and Summer 2018**

Educator – 40 hours/week

- Created and taught a 3-month curriculum with detailed lesson plans
- Taught courses on local ecology and conservation to children ages 4 to 12
- Managed groups of up to 30 children

Maple Street School Volunteer **January 2016 - February 2020**

- Worked one-on-one with children ages 9 to 13
- Focused on writing and literacy

First Congregational Church Youth Group Volunteer **September 2012 - June 2016**

- Volunteered monthly at local organizations such as women's shelters and food pantries as well as fundraised for various charities in New York City and Boston

Relevant Skills

- Highly adept communicator educating diverse groups in public health topics
- Proficient in data collection, research analysis, and Microsoft Office
- Highly independent, strong leadership skills, and public speaking abilities

[redacted]

RFA-2023-DPHS-02-REGIO

Strafford County Public Health Network (SCPHN)

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Lara Drolet	SCPHN Director	$21,241
Ashley Wright	SCPHN Manager	$74,880
Cora Long	SCPHN Substance Misuse Prevention Coordinator	$54,080
Sierra Bickford	SCPHN Community Health Worker	$12,300

FORM NUMBER P-37 (version 12/11/2019)

Subject: Regional Public Health Network Services (RFA-2023-DPHS-02-REGIO-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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 207 S. Main Street, Newmarket, NH 03857	
1.5 Contractor Phone Number (603) 659-3106	1.6 Account Number See Attached	1.7 Completion Date 6/30/2024	1.8 Price Limitation $860,672
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Greg White 7D023A8E49294D6...	6/6/2022 Date:	1.12 Name and Title of Contractor Signatory Greg White CEO	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 836FB38F3BFD4C8...	6/7/2022 Date:	1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460...		On: 6/7/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS GW
Date 6/6/2022

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.

DS

Contractor Initials GW

Date 6/6/2022

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 GW

Date 6/6/2022

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS GW

Date 6/6/2022

Regional Public Health Network Account Numbers

05-95-90-901010-8011

05-95-90-903510-1114

05-95-92-920510-3380

05-95-90-902510-5178

05-95-90-902510-1956

05-95-90-903510-1113

05-95-90-902510-2495

05-95-92-920510-1981

05-95-92-920510-7040

05-95-90-901010-5771

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6/6/2022

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall serve as a lead organization to host Regional Public Health Network (RPHN) services to deliver a broad range of public health services within the Seacoast region, for the following programs within the Department of Health and Human Services (Department), Division of Public Health Services:

1.1.1. Substance Misuse Prevention.

1.1.2. Continuum of Care Facilitation.

1.1.3. Overdose Prevention Response.

1.1.4. Health Disparities Community Health Worker.

1.1.5. Public Health Advisory Council.

1.1.6. Public Health Emergency Preparedness.

1.1.7. School Based Vaccination Clinics.

1.2. The Contractor shall ensure that NH communities within this public health region are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services which include, but are not limited to:

1.2.1. Sustaining a regional Public Health Advisory Council (PHAC).

1.2.2. Overseeing RPHN staff to ensure they meet the core competencies of Public Health professionals.

1.2.3. Facilitating the implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), ranging from population-level strategies to targeted interventions aimed at high-risk individuals.

1.2.4. Planning for, and responding to, public health incidents and emergencies.

1.2.5. Contract administration and leadership.

Public Health services include:

1.2.6. Substance Misuse Prevention

1.2.6.1. The Contractor shall provide leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services. The Contractor shall:

1.2.6.1.1. Implement the strategic prevention model, in accordance with the Substance Abuse and

Mental Health Services Administration (SAMHSA) Strategic Prevention Framework that includes assessment, capacity development, planning, implementation, and evaluation.

1.2.6.1.2. Utilize a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. Regional data driven primary prevention approaches must be consistent with the Center for Substance Abuse Prevention (CSAP) categories but do not need to include all CSAP categories.

1.2.6.1.3. Support and advance the implementation of evidenced-informed approaches, programs, policies, and services within the RPHN region through community engagement and mobilization.

1.2.6.1.4. Advance, promote, and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.

1.2.6.1.5. Comply with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

1.2.6.1.6. Ensure substance misuse prevention is represented at PHAC meetings, and with a bi-directional exchange of information, to advance efforts of substance misuse prevention initiatives.

1.2.6.1.7. Assist as directed by the Department's Bureau of Drug and Alcohol Services (BDAS), with the Federal Block Grant Comprehensive Synar activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.

1.2.6.1.8. Ensure Substance Misuse Prevention Coordination and CoC Facilitation will:

1.2.6.1.8.1. Guided by the SPF and Assets and Gaps Analysis, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year strategic plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.

1.2.6.1.8.2. Develop annual work plans for Department approval that guides actions and includes outcome-based performance measures and in alignment with the three (3) year strategic plan. Based on changing and emerging local conditions adapt work plans as necessary with approval by the Department.

1.2.6.1.8.3. Report progress with the work plan and three (3) year strategic plan including outcomes in a Department approved database.

1.2.6.1.8.4. Maintain a substance misuse leadership team consisting of regional representatives with a special expertise in substance misuse prevention, early

intervention, treatment and recovery who can help guide and assist with awareness and advance substance misuse efforts in the region.

1.2.6.1.8.5. Produce and disseminate an annual report that demonstrates successes, challenges, outcomes from the previous year and projected goals for the following year.

1.2.6.1.8.6. Participate in RPHN Substance Misuse meetings as directed by BDAS.

1.2.7. Continuum of Care (CoC) Facilitation

1.2.7.1. The Contractor shall provide leadership and/or support for activities that assist in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor shall:

1.2.7.1.1. Engage regional partners in conducting a regional asset and gap analysis; and ongoing update of regional assets and gaps. The Contractor shall ensure regional partners include, but are not limited to:

1.2.7.1.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.

1.2.7.1.1.2. Primary health care providers.

1.2.7.1.1.3. Behavioral health care providers.

1.2.7.1.1.4. Other interested and/or affected parties.

1.2.7.1.2. Facilitate and/or provide support for initiatives that result in:

1.2.7.1.2.1. Increased awareness of and access to services.

1.2.7.1.2.2. Increased communication and collaboration among providers.

1.2.7.1.2.3. Increased capacity and delivery of services.

1.2.7.1.2.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.

1.2.7.1.2.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorway.

1.2.7.1.2.6. Work with statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:

1.2.7.1.2.6.1. Health service providers.

1.2.7.1.2.6.2. Public and charter schools and institutes of higher education.

1.2.7.1.2.6.3. Police and fire stations.

1.2.7.1.2.6.4. Municipal government buildings.

1.2.7.1.2.6.5. Businesses in every community of the region.

1.2.7.1.3. Engage regional stakeholders to assist with information dissemination.

1.2.8. Overdose Prevention Response

1.2.8.1. The Contractor shall conduct a three (3) year initiative to

disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RHPN. The Department shall provide guidance

1.2.8.1.1. Conduct a needs assessment to inform response efforts that include, but is not limited to:

1.2.8.1.1.1. Gathering existing regional and local level data related to alcohol and other drug overdoses.

1.2.8.1.1.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.

1.2.8.1.1.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include, but are not limited to:

1.2.8.1.1.3.1. Doorways

1.2.8.1.1.3.2. Recovery care organizations

1.2.8.1.1.3.3. Treatment providers

1.2.8.1.1.3.4. Law enforcement

1.2.8.1.1.3.5. Hospitals

1.2.8.1.1.4. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care, and distribute and disseminate resources.

1.2.8.1.2. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination

of prevention overdose materials and products.

1.2.8.2. The Contractor shall participate in Department trainings and meetings, as requested.

1.2.9. Health Disparities Community Health Worker

1.2.9.1. The Contractor shall provide a health disparities Community Health Worker (CHW) to support culturally and linguistically appropriate COVID-19 and other Social Determinants of Health (SDOH) related services.

1.2.9.2. The Contractor shall submit CHW-related documentation to the Department within 30 days of Agreement effective date, which shall include, but is not limited to:

1.2.9.2.1. Staff recruitment plan.

1.2.9.2.2. Training procedures.

1.2.9.2.3. Onboarding plan.

1.2.9.3. The Contractor shall ensure the CHW provides COVID-19 support services, including, but not limited to:

1.2.9.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.

1.2.9.3.2. Assisting with contact tracing, when required.

1.2.9.3.3. Cultural mediation among individuals, communities, and health and social service systems.

1.2.9.3.4. Culturally appropriate health education and information.

1.2.9.3.5. Care coordination, case management, and system navigation.

1.2.9.3.6. Coaching and social support by advocating for individuals and communities.

1.2.9.3.7. Direct services to clients with COVID-19 and their family or household members affected by COVID-19, which include, but are not limited to facilitating:

1.2.9.3.7.1. Access to COVID-19 testing within five (5) days of encounter

between the CHW and the client.

1.2.9.3.7.2. Access to the influenza vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.7.3. Access to the COVID-19 vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.

1.2.9.3.9. Providing and distributing educational information about COVID-19 vaccinations and general Department guidance for individual mitigation.

1.2.9.4. The Contractor shall ensure the CHW provides SDOH related services, which include, but are not limited to:

1.2.9.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:

1.2.9.4.1.1. Providing appropriate care coordination, case management, and connections to patient and family identified community and social services and referrals.

1.2.9.4.1.2. Assisting with maintaining and/or applying for social services within their community.

1.2.9.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.

1.2.9.4.1.4. Assisting vulnerable populations with navigating the healthcare system.

1.2.9.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.

1.2.9.4.1.6. Providing culturally appropriate health education on topics related to COVID-19, chronic disease prevention, physical activity, and nutrition.

1.2.9.4.1.7. Providing informal counseling, health screenings, and referrals.

1.2.9.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that include, but are not limited to:

1.2.9.4.1.8.1. Food insecurity supports.

1.2.9.4.1.8.2. Mental health supports.

1.2.9.4.1.8.3. Health care referrals.

1.2.9.4.1.8.4. Substance use disorder supports.

1.2.9.4.1.8.5. Educational supports and services.

1.2.9.4.1.8.6. Financial literacy.

1.2.9.4.1.8.7. Budgeting supports.

1.2.9.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.

1.2.9.4.1.8.9. Social Isolation supports.

1.2.9.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing services that include, but are not limited to:

1.2.9.4.2.1. Educating healthcare providers and stakeholders about community health needs.

1.2.9.4.2.2. Managing care and care transitions for vulnerable populations.

1.2.9.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.

1.2.9.4.2.4. Collecting data and relaying information to stakeholders to inform programs and policies.

1.2.9.4.2.5. Building community capacity to address health issues.

1.2.9.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.

1.2.9.4.3. Completing data tracking system forms to document the care coordination and case management of the patient and family.

1.2.9.5. The Contractor shall ensure the CHW documents encounters within the Contractor's data tracking system, upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The CHW shall obtain the following data, which includes but is not limited to:

1.2.9.5.1. Race.

1.2.9.5.2. Ethnicity.

1.2.9.5.3. Language.

1.2.9.5.4. Household income.

1.2.9.5.5. Marital status.

1.2.9.5.6. Age of parents.

1.2.9.5.7. Sexual orientation and/or gender identity.

1.2.9.5.8. Street address.

1.2.9.5.9. Town.

1.2.9.5.10. County.

1.2.9.5.11. Zip Code.

1.2.9.5.12. State.

1.2.9.5.13. Number of incarcerated parents (if applicable).

1.2.9.5.14. Phone number and/or email address.

1.2.9.5.15. Status of receiving benefits, if applicable, including, but not limited to:

1.2.9.5.15.1. Supplemental Nutrition Assistance Program (SNAP).

1.2.9.5.15.2. Child Care.

1.2.9.5.15.3. Medicaid.

1.2.9.5.15.4. Social Security.

1.2.9.5.15.5. Temporary Assistance for Needy Families (TANF).

1.2.9.5.15.6. Women, Infants, and Children (WIC) program.

1.2.9.6. The Contractor shall ensure the CHW participates in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.

1.2.9.7. The Contractor shall ensure the CHW participates in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.

1.2.10. Public Health Advisory Council

1.2.10.1. The Contractor shall coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

1.2.10.1.1. Maintain a set of operating guidelines or by-laws for the PHAC;

1.2.10.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team, with the authority to:

1.2.10.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

1.2.10.1.2.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.

1.2.10.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

1.2.10.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

1.2.10.1.2.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.

1.2.10.1.2.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.

1.2.10.1.3. Conduct, at minimum, biannual meetings of the PHAC.

1.2.10.1.4. Ensure the PHAC leadership team meets at least quarterly in order to:

1.2.10.1.4.1. Ensure meeting minutes are available to the public upon request.

1.2.10.1.4.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

1.2.10.1.5. Develop annual action plans for the services in this RFA, as advised by the PHAC.

1.2.10.1.6. Coordinate with the Department to collect, analyze, and disseminate data relative to the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

1.2.10.1.7. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of Substance Misuse Primary prevention coordination (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complimentary and shared public health outcomes.

1.2.10.1.8. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

1.2.10.1.9. Publish an annual report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community

1.2.10.1.10. Maintain a website that provides information to the public and agency partners, which includes but is not limited to, information on the PHAC, CHIP, SMPC, CoC facilitation, and PHEP programs.

1.2.10.1.11. Advance the work of RPHNs by conducting a minimum of four (4) educational and training programs annually to RPHN partners and others.

1.2.10.1.12. Educate partners and stakeholder groups, including elected officials, on the PHAC.

1.2.10.1.13. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.2.11. Public Health Emergency Preparedness

1.2.11.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity for partner organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. The Contractor shall:

1.2.11.1.1. Ensure all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions.

1.2.11.1.2. Coordinate and convene, at minimum, quarterly regional PHEP planning committee and/or workgroup to:

1.2.11.1.2.1. Improve regional emergency response plans.

1.2.11.1.2.2. Improve the capacity for partner entities to mitigate, prepare for, respond to and recover from public health emergencies.

1.2.11.1.2.3. Convene, at minimum, quarterly meetings of the regional PHEP committee and/or workgroup.

1.2.11.1.2.4. Ensure and document committee and/or workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA), annually.

1.2.11.1.3. Maintain a three (3) year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by the CDC

1.2.11.1.4. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

1.2.11.1.5. Submit an annual work plan based on a template provided by the Department.

1.2.11.1.6. Sponsor, and organize the logistics for, a minimum of two (2) trainings annually for regional partners.

1.2.11.1.7. Collaborate with the Department's Division of Public Health Services (DPHS), the Community Health Institute, NH Fire Academy, Granite State Health Care Coalition, and other training providers to implement training programs.

1.2.11.1.8. Revise the RPHEA based on guidance from the Department. The Contractor shall:

1.2.11.1.8.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by the Department.

1.2.11.1.8.2. Develop new appendices based on priorities identified by the Department using templates provided by the Department.

1.2.11.1.8.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

1.2.11.1.8.4. Participate in workgroups to develop or revise components of the RPHEA convened by the Department or the agency contracted to provide training and technical assistance to RPHNs.

1.2.11.1.9. Understand the hazards and social conditions that increase vulnerability within the public

health region including, but not limited to, SDOH factors. The Contractor shall:

1.2.11.1.9.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

1.2.11.1.9.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

1.2.11.1.10. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning for and response to a public health incident or emergency.

1.2.11.1.11. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

1.2.11.1.12. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

1.2.11.1.13. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

1.2.11.1.14. Maintain the capacity to utilize Web Based Emergency Operations Center (WebEOC), the State's emergency management platform, during incidents or emergencies.

1.2.11.1.15. Provide training as needed to individuals to participate in emergency management using WebEOC.

1.2.11.1.16. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

1.2.11.1.17. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

1.2.11.1.18. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the Department's SNS Coordinator to identify appropriate actions and priorities that include, but are not limited to:

1.2.11.1.18.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans.

1.2.11.1.18.2. Annual submission of either ORR or self-assessment documentation.

1.2.11.1.18.3. ORR site visit as scheduled by the CDC and the Department.

1.2.11.1.18.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

1.2.11.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:

1.2.11.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.

1.2.11.1.19.2. Uploading, at least annually, a complete inventory to a Health

Information Management System (HIMS) identified by the Department.

1.2.11.1.20. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector. The Contractor shall:

1.2.11.1.20.1. Maintain proficiency in the volunteer management system supported by the Department.

1.2.11.1.20.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.

1.2.11.1.20.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

1.2.11.1.20.4. Conduct quarterly notification drills of volunteers.

1.2.11.1.21. Participate, as requested by the Department, in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

1.2.11.1.22. Participate, as requested by the Department, in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

1.2.11.1.23. Plan and implement targeted vaccination clinics, as requested by the Department, ensuring clinics take place at locations where individuals at-risk for vaccine preventable

disease can be accessed, according to guidance issued by the Department.

1.2.12. Public Health Emergency Preparedness: COVID-19 Response

1.2.12.1. Emergency Operations

1.2.12.1.1. The Contractor shall enact emergency operations across the RPHN for COVID-19 efforts by:

1.2.12.1.1.1. Activating the region's Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.

1.2.12.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.

1.2.12.1.1.3. Assessing the region's public health and healthcare system training needs.

1.2.12.1.1.4. Providing training designed to improve the region's public health and healthcare system response.

1.2.12.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2.12.2. Responder Safety and Health

1.2.12.2.1. The Contractor shall ensure the health and safety of the public health response in the RPHN, including but not limited to:

1.2.12.2.1.1. Implementing staff resiliency programs, information, and referrals to responder mental health support.

1.2.12.2.1.2. Determining responder safety and health gaps and implementing corrective actions.

1.2.12.2.1.3. Documenting and tracking the RPHN's personal protective equipment inventory.

1.2.12.3. Identification of Vulnerable Populations

1.2.12.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.

1.2.12.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.

1.2.12.4. Information Sharing and Public Information

1.2.12.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public, including, but not limited to:

1.2.12.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.2.12.4.1.2. Monitoring local news stories and social media postings to determine if information is accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.2.12.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders, to harmonize response messaging.

1.2.12.5. Distribution and Use of Medical Materials

1.2.12.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.2.12.5.1.1. Maintaining ability for vaccine-specific Cold Chain management.

1.2.12.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.2.12.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.2.12.5.1.4. Planning and prioritizing limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.2.12.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.2.12.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.2.12.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with all policies and procedures put forth by the Department.

1.2.12.5.3. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the CDC's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIS) or another system as designated by the Department to input

vaccine data. The Contractor agrees to the following terms regarding the use of loaned assets:

1.2.12.5.3.1. As applicable and subject to the terms and conditions of this Agreement, the Department may provide the user with assets. This is a non-transferable right for the user to use the assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An asset inventory reflecting the deployed assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.

1.2.12.5.3.2. As applicable, the Contractor agrees to use and operate the assets only in conjunction with the appropriate business use, as determined by the Department, unless otherwise agreed upon by mutual written consent.

1.2.12.5.3.3. As applicable, the Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install, and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining

security standards including but not limited to antivirus software, patching and software updates.

1.2.12.5.3.4. As applicable, the Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support may be provided by the Department's Immunization Program.

1.2.12.5.3.5. As applicable, the Contractor understands and agrees that the Department retains ownership of the loaned assets, and further agrees to return the assets to the Department in good working condition when no longer needed for the identified business need or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.2.12.5.3.6. As applicable, prior to returning laptop, iPads, and/or other mobile or storage devices to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST

Special Publication 800-88 Rev.1, or later for guidelines at https://csrc.nist.gov/publications/sp800.

1.2.12.6. Surge Staffing

1.2.12.6.1. The Contractor shall activate mechanisms for surging public health responder staff.

1.2.12.6.2. The Contractor shall recruit, enroll, activate, train, and deploy volunteers, including but not limited to:

1.2.12.6.2.1. Medical Reserve Corps (MRC).

1.2.12.6.2.2. Citizens Emergency Response Teams (CERT).

1.2.12.6.2.3. Public Health Coordination with Healthcare Systems.

1.2.12.6.3. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.

1.2.12.6.4. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s) and/or at the Department's direction.

1.2.12.7. Biosurveillance

1.2.12.7.1. The Contractor shall conduct surveillance and case identification, as needed and as requested by the Department, including, but not limited to:

1.2.12.7.1.1. Public health epidemiological investigation activities such as contact follow-up.

1.2.12.7.1.2. Assessing risk of travelers and other persons with potential COVID-19 exposures.

1.2.12.7.1.3. Enhancing surveillance systems to provide case-based and aggregate epidemiological data.

1.2.12.7.1.4. Ensuring data management systems are in place and meet the needs of the jurisdiction.

1.2.12.7.1.5. Ensuring efficient and timely data collection.

1.2.12.7.1.6. Ensuring ability to rapidly exchange data with public health partners and other relevant partners.

1.2.12.8. Vaccine Preventable Disease Prevention

1.2.12.8.1. The Contractor shall coordinate with local community-based agencies for the administration of vaccines supplied by the New Hampshire Immunization Program (NHIP) to New Hampshire residents as directed by the Department. The Contractor shall:

1.2.12.8.1.1. Make copies of standing orders, emergency interventions/protocols and instructions on Vaccine Adverse Event Reporting System (VAERS) reporting available at all clinics.

1.2.12.8.1.2. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

1.2.12.8.1.3. Procure necessary supplies to conduct vaccine clinics, including, but not limited to, emergency management medications, equipment, and needles.

1.2.12.8.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:

1.2.12.8.2.1. Annually submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP to ensure that all listed requirements are met.

1.2.12.8.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.12.8.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator; and hourly when the vaccine is stored outside of the primary refrigerator unit.

1.2.12.8.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.12.8.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.12.8.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.

1.2.12.8.2.7. Track each vaccine dose provided by NHIP.

1.2.12.8.2.8. Perform the following actions if a temperature excursion or adverse event occurs:

1.2.12.8.2.8.1. Immediately quarantine

	the vaccine in a temperature appropriate setting, separating it from other vaccines and labeling it "DO NOT USE".
1.2.12.8.2.8.2.	Immediately contact the manufacturer to explain the event duration and temperature information to determine if the vaccine is still viable.
1.2.12.8.2.8.3.	Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion by contacting the NHIP and faxing incident forms.
1.2.12.8.2.8.4.	Submit a Cold Chain Incident Report along with a Data Logger report

to NHIP within 24 hours of temperature excursion occurrence.

1.2.12.8.3. Within 24 hours of the completion of every clinic:

1.2.12.8.3.1. Update the State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.12.8.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

1.2.12.8.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.12.8.3.4. Submit the following totals to NHIP outside of the vaccine ordering system:

1.2.12.8.3.4.1. Total number of individuals vaccinated by age ranges, vaccine formulation and other demographic indicators as determined by the Department.

1.2.12.8.3.4.2. Total number of vaccines wasted.

1.2.12.8.3.5. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:

1.2.12.8.3.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.12.8.3.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.12.8.3.5.3. Future strategies and plans for increasing the number of vaccinated individuals.

1.2.12.8.3.5.4. Suggestions on how state level resources may aid increasing the number

of vaccinated individuals

1.2.12.8.3.6. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional vaccine promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.

1.2.12.9. COVID-19 Vaccinations

1.2.12.9.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or "target populations"), including, but not limited to:

1.2.12.9.1.1. Racial minority populations.

1.2.12.9.1.2. Ethnic minority populations.

1.2.12.9.1.3. Individuals experiencing homelessness.

1.2.12.9.1.4. Individuals experiencing housing instability.

1.2.12.9.1.5. Rural communities.

1.2.12.9.2. The Contractor may assist the Department and/or partners in planning and conducting mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with policies.

1.2.12.9.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach, and partnerships in the target populations. The Contractor shall:

1.2.12.9.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19

vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:

1.2.12.9.3.2. Federally Qualified Health Centers.

1.2.12.9.3.3. Community Mental Health Centers.

1.2.12.9.3.4. Community-based Organizations.

1.2.12.9.3.5. City Health Departments.

1.2.12.9.3.6. Faith-based Organizations.

1.2.12.9.3.7. Local barbers and hairdressers.

1.2.12.9.3.8. Community Colleges.

1.2.12.9.3.9. Schools.

1.2.12.9.4. Conduct outreach to populations including, but not limited to, those who:

1.2.12.9.4.1. Experience disproportionately high rates of COVID-19 and related deaths.

1.2.12.9.4.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the CDC.

1.2.12.9.4.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.

1.2.12.9.4.4. Are likely to have low acceptance of, or confidence in, COVID-19 vaccines.

1.2.12.9.4.5. Have a history of mistrust in health authorities or the medical establishment.

1.2.12.9.4.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

1.2.12.9.5. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

1.2.12.9.6. Conduct outreach to assess individuals' readiness to receive a vaccination.

1.2.12.9.7. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.

1.2.12.9.8. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.

1.2.12.9.9. Participate in meetings with the Department, as requested by the Department.

1.2.12.9.10. Attend NHIP trainings.

1.2.12.9.11. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.

1.2.12.9.12. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.

1.2.12.10. The Contractor shall procure resources, equipment, and/or supplies as needed to establish and operate vaccine clinics, which shall include, but not be limited to:

1.2.12.10.1. Coordinating, operating, and managing clinics.

1.2.12.10.2. Procuring communication devices and services, which may include, but are not limited to:

1.2.12.10.2.1. Two-way radios.

1.2.12.10.2.2. Cell phones.

1.2.12.10.2.3. Wi-Fi.

1.2.12.10.2.4. Computers.

1.2.12.10.3. Procuring disposable supplies, which may include, but are not limited to:

1.2.12.10.3.1. Generator fuel.

1.2.12.10.3.2. Propane.

1.2.12.10.3.3. Oil.

1.2.12.10.3.4. Batteries.

1.2.12.10.4. Procuring clinical supplies, which may include, but are not limited to:

1.2.12.10.4.1. Syringes.

1.2.12.10.4.2. Needles

1.2.12.10.4.3. Alcohol wipes.

1.2.12.10.4.4. Band aids.

1.2.12.10.4.5. Stickers.

1.2.12.10.5. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.

1.2.12.10.6. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.

1.2.12.10.7. Recruiting, training, and scheduling vaccine clinic staff to provide services which include, but are not limited to:

1.2.12.10.7.1. Administering vaccines.

1.2.12.10.7.2. Participating in training, as requested.

1.2.12.10.7.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.

1.2.12.10.8. Reimbursing mileage costs for vaccine clinic staff, Contractor's staff, and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

1.2.13. School-Based Vaccination Clinics

1.2.13.1. The Contractor may provide organizational structure to administer school-based clinics (SBC) to provide vaccination against SARS-CoV-2 and Influenza. The Contractor shall:

1.2.13.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

1.2.13.1.2. Ensure that SBC services are offered with priority to schools identified by the NHIP as having the highest percentage of students eligible for free/reduced school lunch program.

1.2.13.1.3. Distribute state-supplied promotional vaccination materials.

1.2.13.1.4. Distribute, obtain, verify, and store written consent forms from legal guardians prior to administration of vaccines, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other state and federal regulations.

1.2.13.1.5. Document, verify, and store written or electronic record of vaccine administration in compliance with HIPAA and other state and federal regulations.

1.2.13.1.6. Provide written communication of vaccination status, indicating either completed or not completed, to the parent and/or legal guardian upon the day of vaccination.

1.2.13.1.7. Provide vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the parent and/or legal guardian requests that the information not be

shared, in which case the information may be given to the parent and/or guardian to distribute to the primary care providers. The Contractor shall ensure information includes:

1.2.13.1.7.1. Patient full name and one other unique patient identifier;

1.2.13.1.7.2. Vaccine name;

1.2.13.1.7.3. Vaccine manufacturer;

1.2.13.1.7.4. Lot number;

1.2.13.1.7.5. Date of vaccine expiration;

1.2.13.1.7.6. Date of vaccine administration;

1.2.13.1.7.7. Date Vaccine Information Sheet (VIS) was given;

1.2.13.1.7.8. Edition date of the VIS given;

1.2.13.1.7.9. Name and address of entity that administered the vaccine (Contractor's name); and

1.2.13.1.7.10. Full name and title of the individual who administered the vaccine.

1.2.13.1.8. Adhere to current federal guidelines for vaccine administration, including but not limited to disseminating a VIS, in order that the legal authority, legal guardian, and/or parent is provided access to the information on the day of vaccination.

1.2.13.1.9. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers, and patients.

1.2.13.1.10. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and

total number of students absent with influenza-like illness for in-session school days.

1.2.13.1.11. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

1.2.13.2. The Contractor shall safely administer vaccine supplied by NHIP. The Contractor shall:

1.2.13.2.1. Ensure copies of standing orders, emergency interventions, and/or protocols are available at all clinics.

1.2.13.2.2. Recruit, train, and retain qualified medical and non-medical volunteers to assist with operating the clinics.

1.2.13.2.3. Procure necessary supplies to conduct school vaccine clinics, including but not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, and non-latex bandages.

1.2.13.3. The Contractor shall ensure proper vaccine storage, handling and management, and shall:

1.2.13.3.1. Submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering vaccination (other than COVID-19), immunoglobulin or other pharmaceuticals supplied by the NHIP.

1.2.13.3.2. Submit a signed COVID-19 Vaccination Provider Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering COVID-19 vaccination.

1.2.13.3.3. Ensure the SBC coordinator completes the NHIP vaccination training annually.

1.2.13.3.4. Retain a copy of SBC coordinator training certificates on file.

1.2.13.3.5. Utilize NHIP training materials or other educational materials, as approved by the Department prior to use, for annual training of SBC staff on vaccine administration, ordering, storage and handling.

1.2.13.3.6. Retain a copy of all training materials on site for reference during SBCs.

1.2.13.3.7. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.13.3.8. Record temperatures twice daily, AM and PM, during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.

1.2.13.3.9. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.13.3.10. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.13.3.11. Account for every dose of vaccine.

1.2.13.3.12. Submit a monthly temperature log for the vaccine storage refrigerator.

1.2.13.3.13. Notify NHIP and fax or secure email incident forms of any adverse event within 24 hours of event occurring.

1.2.13.3.14. In the event of a vaccine temperature excursion where the stored vaccine experiences temperatures outside of the manufacturer's recommended temperatures, the Contractor shall immediately quarantine the vaccine in an appropriate temperature setting, separating it from other vaccine, and label it "DO NOT USE."

1.2.13.3.15. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

1.2.13.3.16. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

1.2.13.3.17. Submit a Cold Chain Incident Report with a Data Logger Report to NHIP within 24 hours of the temperature excursion occurrence.

1.2.13.4. The Contractor shall perform tasks within 24 hours of the completion of every clinic which include, but are not limited to:

1.2.13.4.1. Updating State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.13.4.2. Ensuring doses administered and entered in the inventory system match the clinical documentation of doses administered.

1.2.13.4.3. Submitting the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.13.4.4. Submitting totals to the NHIP outside of the vaccine ordering system that include the total number of:

1.2.13.4.4.1. Individuals vaccinated by age group and vaccine formulation/lot number

1.2.13.4.4.2. Vaccines wasted by vaccine formulation/lot number.

1.2.13.4.5. Completing an annual year-end self-evaluation and improvement plan for areas which include, but are not limited to:

1.2.13.4.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.13.4.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.13.4.5.3. Discussions relative to strategies that worked well for increasing both the number of clinics conducted at schools and the number of students vaccinated.

1.2.13.4.5.4. Discussions relative to future strategies and plans for increasing individuals vaccinated, including suggestions on how state-level resources may aid in the effort.

1.2.14. Training and Technical Assistance Requirements

1.2.14.1. The Contractor shall participate in training and technical assistance as follows:

1.2.14.1.1. Public Health Advisory Council

1.2.14.1.1.1. Attend semi-annual meetings of PHAC leadership convened by Department's DPHS and/or BDAS.

1.2.14.1.1.2. Complete a technical assistance needs assessment.

1.2.14.1.2. Public Health Emergency Preparedness

1.2.14.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM

		ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).
	1.2.14.1.2.2.	Complete a technical assistance needs assessment.
	1.2.14.1.2.3.	Attend a minimum of two (2) trainings per year offered by Department's DPHS and/or EPRR or the agency contracted by the Department's DPHS to provide training programs.
1.2.14.1.3.	Substance Misuse Prevention Coordination and Continuum of Care Facilitation	
	1.2.14.1.3.1.	Attend community of practice meetings and/or activities.
	1.2.14.1.3.2.	Work with designated BDAS technical assistance and data and/or evaluation vendors to develop metrics and measures to evaluate outcomes and use the appropriate measures and tools to demonstrate outcomes.
	1.2.14.1.3.3.	Attend all regularly scheduled RPHN substance misuse meetings.
	1.2.14.1.3.4.	Attend additional meetings, conference calls and webinars as

required by the Department.

1.2.14.1.3.5. SMPC lead staff shall be credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board.

1.2.14.1.3.6. SMPC lead staff must attend required training, Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.

1.2.14.1.3.7. CoC facilitation lead staff must be familiar with the SPF and RROSC systems development within NH.

1.2.14.1.4. <u>School-Based Clinics</u>

1.2.14.1.4.1. Staffing of clinics requires an on-site clinical oversight and direction is provided at each vaccination clinic by a currently licensed clinical staff person with a Basic Life Support (BSL) certification. This requirement does not replace other requirements for Medical Direction that can be provided remotely.

1.2.14.1.4.2. Clinical license, or copy from the NH online license verification showing the license type, expiration and status, and current BLS certificate shall be retained in the training file.

1.3. Reporting

1.3.1. The Contractor shall participate in site visits, which includes but is not limited to:

1.3.1.1. Participating in an annual site visit conducted by the Department's DPHS and/or BDAS that includes all funded staff, the contract administrator and financial manager.

1.3.1.2. Participating in site visits and technical assistance specific to a single scope of work.

1.3.1.3. Submitting other information that may be required by federal and state funders during the contract period.

1.3.2. The Contractor shall provide reports for the PHAC that include, but are not limited to, submitting quarterly PHAC progress reports using an online system administered by the Department's DPHS.

1.3.3. The Contractor shall provide reports for SMP that include, but are not limited to:

1.3.3.1. Submitting quarterly SMP Leadership Team meeting agendas and minutes.

1.3.3.2. Ensuring three (3) year plans are current and posted to RPHN website, and that any revisions to plans are approved by the Department's BDAS.

1.3.3.3. Submitting annual work plans and annual logic models with short-, intermediate-, and long-term measures.

1.3.3.4. Inputting data on a monthly basis by the 20th business day of the month to an online database per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures Federal Block Grant. The Contractor shall ensure data includes but is not limited to:

1.3.3.4.1. Number of individuals served or reached.

1.3.3.4.2. Demographics.

1.3.3.4.3. Strategies and activities per IOM by the six (6) activity types.

1.3.3.4.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.

1.3.3.4.5. Percentage of evidence-based strategies.

1.3.3.5. Submitting annual reports.

1.3.3.6. Providing additional reports or data as required by the Department.

1.3.3.7. Participating and administering the Regional SMP Stakeholder Survey in alternate years.

1.3.4. The Contractor shall provide Reports for Continuum of Care that include, but are not limited to:

1.3.4.1. Submitting updates on regional assets and gaps assessments, as required.

1.3.4.2. Submitting updates on regional CoC development plans, as indicated.

1.3.4.3. Submitting quarterly reports, as indicated.

1.3.4.4. Submitting year-end reports, as indicated.

1.3.5. The Contractor shall complete a monthly report supplied by the Department that includes, but is not limited to:

1.3.5.1. Type and number of activities conducted.

1.3.5.2. Type and number of Naloxone and Naloxone kits distributed including where, and to whom.

1.3.5.3. Demographics of individuals served including:

1.3.5.3.1. Age

1.3.5.3.2. Gender

1.3.5.3.3. Race

1.3.5.3.4. Ethnicity

1.3.5.3.5. Housing status

1.3.5.4. Inventory of Naloxone and Naloxone kits.

1.3.5.5. Communities (towns and cities) served within the region.

1.3.5.6. Barriers to Distribution and Dissemination Plan.

1.3.6. The Contractor shall provide reports for School-Based Vaccination Clinics that include but are not limited to:

1.3.6.1. Attending annual debriefing and planning meetings with NHIP staff.

1.3.6.2. Completing a year-end summary of:

1.3.6.2.1. The total numbers of children vaccinated; and

1.3.6.2.2. Accomplishments and improvements to future school-based clinics.

1.3.6.3. Providing aggregated non-personally identifiable data, by school for each school, to the NHIP no later than three (3) months after SBCs are concluded, that include:

1.3.6.3.1. Number of students by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) at that school;

1.3.6.3.2. Number of students vaccinated against SARS-Co-V-2 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school;

1.3.6.3.3. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school; and

1.3.6.3.4. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.3.5. Number of students vaccinated against COVID-19 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.4. Providing other reports and updates as requested by NHIP.

1.3.7. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department:

1.3.7.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by DPHS.

1.3.7.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.

1.3.7.3. Final After-Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.

1.3.7.4. Other information that may be required by federal and state funders during the contract period.

1.3.8. The Contractor shall submit quarterly reports, which shall include, but are not limited:

1.3.8.1. Description of activities performed, resulting impacts, individuals and families served, and other outcomes.

1.3.8.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.

1.3.8.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

1.3.8.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

1.3.8.5. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

1.3.8.6. Efforts, successes, and challenges experienced in providing community engagement.

1.3.8.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.

1.3.8.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received

results disaggregated by the following age ranges:

1.3.8.8.1. 5-11 years old.

1.3.8.8.2. 12-17 years old.

1.3.8.8.3. 18 years and older.

1.3.8.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:

1.3.8.9.1. 5-11 years old.

1.3.8.9.2. 12-17 years old.

1.3.8.9.3. 18 years and older.

1.3.8.9.4. Any other age group eligible for COVID-19 vaccination.

1.3.8.10. Number of collaborating agencies/services identified as part of CHW-led intervention.

1.3.8.11. Number and percentage of clients with one or more identified co-morbidities through the EMR.

1.3.8.12. Number and percentage of resources provided in a primary language other than English.

1.3.8.13. Number and percentage of in-community visits with CHW clients at locations other than the Contractor's.

1.3.8.14. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.

1.3.8.15. Percentage of clients who identify one or more unmet need.

1.3.8.16. Number and percentage of identified unmet needs that are met with assistance of the CHWs.

1.3.8.17. Number and percentage of clients who have completed CHW encounter form and patient questionnaire.

1.3.8.18. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:

1.3.8.18.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.

1.3.8.18.2. Number of other navigation and support services to address COVID-19 risk factors.

1.3.8.18.3. Number of referrals completed through closed loop referral system.

1.3.8.18.4. Number of referrals for COVID-19 vaccination/vaccine support by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.

1.3.8.19. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.

1.3.8.20. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).

1.3.8.21. Number and percentage of CHW clients able to access COVID-19 vaccine within fourteen (14) days of first CHW encounter.

1.3.8.22. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.

1.3.8.23. Number and type of trainings provided to CHWs supported by COVID Health Disparities funding.

1.4. Performance Measures

1.4.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.1. <u>Public Health Advisory Council</u>

1.4.1.1.1. Documented organizational structure for the PHAC, including but not limited to:

1.4.1.1.1.1. Vision or mission statements.

1.4.1.1.1.2. Organizational charts.

1.4.1.1.1.3. Agreements.

1.4.1.1.1.4. Meeting minutes.

1.4.1.1.1.5. Documentation that the PHAC membership represents public health stakeholders and the covered populations.

1.4.1.1.1.6. CHIP evaluation plan that demonstrates positive outcomes each year.

1.4.1.1.1.7. Publication of an annual report to the community.

1.4.1.2. Public Health Emergency Preparedness

1.4.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review, based on prioritized recommendations from the Department.

1.4.1.2.2. Response rate and percentage of staff responding during staff notification, acknowledgement and assembly drills.

1.4.1.2.3. Percentage of requests for activation met by the Multi-Agency Coordinating Entity.

1.4.1.2.4. Percentage of requests for deployment during emergencies met by partnering agencies and volunteers.

1.4.1.3. Substance Misuse Primary Prevention Coordination and Continuum of Care Facilitation:

1.4.1.3.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.3.1.1. Increased leadership within the RPHN to plan, implement, monitor and evaluate progress in meeting goals in the three year strategic plan.

1.4.1.3.1.2.	Increased section engagement in understanding local conditions related to substance misuse, planning and carrying out the activities and strategies in the three year strategic plan.
1.4.1.3.1.3.	Increase linkages and coordination with behavioral and medical health providers to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
1.4.1.3.1.4.	Increase in resource allocation within the region to address substance misuse issues.
1.4.1.3.1.5.	Decrease in the use of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.6.	Decrease in the consequences of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.7.	As measured by a RPHN Community Mobilization Survey Tool designed by the Department and the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health

(NSDUH), and other identified data sources.

1.4.1.4. School-Based Vaccination Clinics

1.4.1.4.1. Annual increase in the percentage of students receiving COVID-19 vaccination and seasonal influenza vaccination in school-based clinics.

1.4.1.4.2. Annual increase in the percentage of schools providing School Based vaccination clinics who are identified by NHIP as participating in the Free/Reduced School Lunch Program, or completion of at least 50% of schools listed by the Department.

1.4.1.4.3. Maintain influenza vaccine wastage below 5%.

1.4.2. 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.

1.4.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.

1.4.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

4. Records

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

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. 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.

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department 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
Regional Public Health Network Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 95% Federal funds from:
      1.1.1. Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
      1.1.2. Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
      1.1.3. Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
      1.1.4. Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
      1.1.5. National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
      1.1.6. Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
      1.1.7. Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, as awarded on August 27, 2020, by the Centers for Disease Control and Prevention, CFDA 93.391, FAIN NH95OT000031.
   1.2. 5% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY 23 Budget through Exhibit C-2 SFY 24 Budget.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   4.3. Identifies and requests payment for allowable costs incurred in the previous month.

   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

   8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. 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.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Contractor Name: *Lamprey Health Care, Inc.*
Budget Request for: *Regional Public Health Services*
Budget Period *SFY23 (July 1, 2023 - June 30, 2024)*
Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	$13,401	$23,469	$59,610	$0	$125,515	$4,697	$5,500	$11,410
2. Fringe Benefits	$1,636	$2,866	$7,278	$0	$15,325	$574	$672	$1,951
3. Consultants	$0	$1,650	$0	$0	$1,100	$0	$0	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0	$1,870	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$550	$0	$0	$0	$4,950	$0	$809	$550
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0	$0	$0	$0
5.(e) Supplies Office	$0	$330	$3,300	$0	$1,087	$0	$0	$0
6. Travel	$880	$358	$880	$0	$2,552	$0	$319	$550
7. Software	$0	$0	$0	$0	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$533	$558	$3,571	$0	$16,500	$10,666	$0	
8. (b) Other - Education and Training	$0	$0	$2,200	$0	$5,940	$0	$0	$440
8. (c) Other - Other (specify below)								
Other (Phone)	$0	$0	$0	$0	$990	$83	$0	$99
Other (Occupacy)	$0	$330	$660	$0	$858	$83	$0	
Other (Computer Operation)	$0	$330	$660	$0	$1,320	$99	$0	$0
Other (Board Expenses)	$0	$110	$220	$0	$0	$0	$0	$0
Other (Postage)					$330			
Other (meeting expenses)					$220			
9. Subrecipient Contracts	$33,000	$0	$22,000	$10,000	$26,400	$8,800	$7,700	$0
Total Direct Costs	$50,000	$30,000	$102,249	$10,000	$203,087	$25,000	$15,000	$15,000
Total Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0
Subtotals	$50,000	$30,000	$102,249	$10,000	$203,087	$25,000	$15,000	$15,000
							TOTAL	$450,336

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Contractor Initials
6/6/2022
Date

New Hampshire Department of Health and Human Services

Contractor Name: *Lamprey Health Care, Inc.*

Budget Request for: *Regional Public Health Services*

Budget Period *SFY24 (July 1, 2023 - June 30, 2024)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics
1. Salary & Wages	$13,677	$23,469	$60,897	$0	$128,653	$5,500
2. Fringe Benefits	$1,670	$2,866	$7,436	$0	$15,709	$672
3. Consultants	$0	$1,650	$0	$0	$1,100	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0	$1,870	$0	$0	$0
5.(a) Supplies - Educational	$240	$0	$0	$0	$4,950	$809
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0	$0
5.(e) Supplies Office	$0	$330	$3,300	$0	$1,087	$0
6. Travel	$880	$358	$880	$0	$2,552	$319
7. Software	$0	$0	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$533	$558	$2,456	$0	$12,979	$0
8. (b) Other - Education and Training	$0	$0	$1,870	$0	$5,940	$0
8. (c) Other - Other (specify below)						
Other (Phone)	$0	$0	$0	$0	$990	$0
Other (Occupacy)	$0	$330	$660	$0	$858	$0
Other (Computer Operation)	$0	$330	$660	$0	$1,320	$0
Other (Board Expenses)	$0	$110	$220	$0	$0	$0
					$330	
					$220	
9. Subrecipient Contracts	$33,000	$0	$22,000	$10,000	$26,400	$7,700
Total Direct Costs	$50,000	$30,000	$102,249	$10,000	$203,087	$15,000
Total Indirect Costs	$0	$0	$0	$0	$0	$0
Subtotals	$50,000	$30,000	$102,249	$10,000	$203,087	$15,000
					TOTAL	$410,336

Contractor Initials DS GW

Date 6/6/2022

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

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6/6/2022
Date _____

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: Lamprey Health Care

DocuSigned by:
Greg White
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6/6/2022
Date

Name: Greg White
Title: CEO

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Vendor Initials

6/6/2022
Date

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Vendor Name: Lamprey Health Care

6/6/2022
Date

DocuSigned by:
Greg White
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Name: Greg White
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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Contractor Initials
6/6/2022
Date

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Lamprey Health Care

6/6/2022
Date

DocuSigned by:
Greg White
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Name: Greg White
Title: CEO

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Contractor Initials

6/6/2022
Date

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.

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

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

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

Contractor Name: Lamprey Health Care

6/6/2022
Date

DocuSigned by:
Greg White
7D023A8E4929400...
Name: Greg White
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Lamprey Health Care

6/6/2022
Date

DocuSigned by:
Greg White
Name: Greg White
Title: CEO

DS
GW
Contractor Initials

6/6/2022
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

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

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

Department of Health and Human Services	Lamprey Health Care
The State	Name of the Contractor
Patricia M. Tilley	Greg White
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Greg White
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
6/7/2022	6/6/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (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: Lamprey Health Care

6/6/2022
Date

DocuSigned by:
Greg White
Name: Greg White
Title: CEO

DS
GW
Contractor Initials
6/6/2022
Date

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: 040254401

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials GW (DS)

Date 6/6/2022

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 16, 1971. 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: **66382**

Certificate Number : **0005770882**

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 **April** A.D. **2022.**

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Thomas Christopher Drew, hereby certify that:

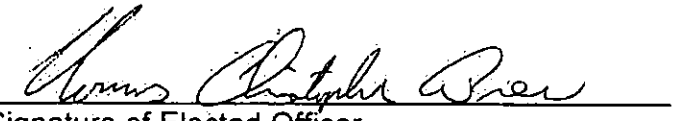
1. I am a duly elected Clerk/Secretary/Officer of Lamprey Health Care, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 25, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Gregory White, CEO, is duly authorized on behalf of Lamprey Health Care, 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: May 11, 2022



Signature of Elected Officer
Name: Thomas Christopher Drew
Title: Treasurer, Board of Director, Lamprey Health Care

LAMPHEA-01 CSMITH10

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2022

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

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

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Lauren Stiles PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Lauren.Stiles@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company — 18058
INSURED Lamprey Health Care, Inc. 207 South Main Street Newmarket, NH 03857	INSURER B : Atlantic Charter Insurance Company — 44326
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2286844	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA00545409	7/1/2021	7/1/2022	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

- We seek to be **a leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.
- Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.
- Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.
- Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service**.

Our Vision

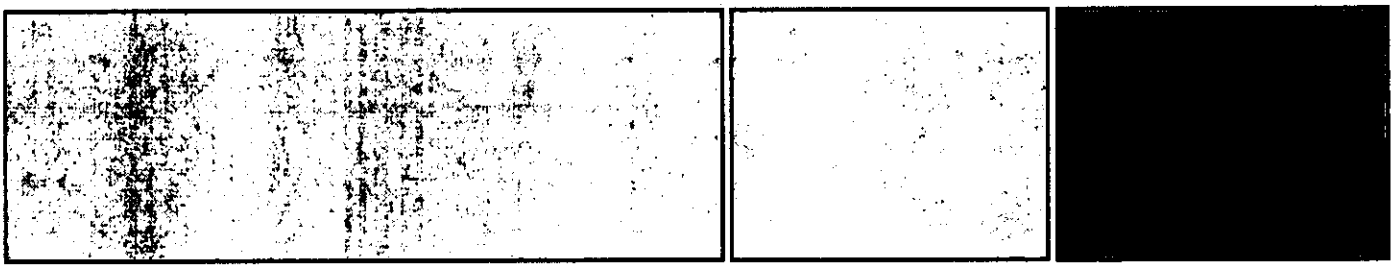
- We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.
- We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
- We will be a **center of excellence** in service, quality and teaching.
- We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.
- We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.
- We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

- We exist to **serve the needs of our patients**.
- We value a positive **caring approach** in delivering patient services.
- We are committed to **improving the health** and total well-being of our communities.
- We are committed to **being proactive** in identifying and meeting our communities' health care needs.
- We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees**.
- We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.
- We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

Affirmed 12/16/2020

BerryDunn



LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2018 and 2017

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2018 and 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, 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 U.S. generally accepted accounting principles; 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. 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 auditor's 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.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2018 and 2017, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2018 and 2017, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and are 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 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 U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 19, 2018

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2018 and 2017

ASSETS

	2018	2017
Current assets		
Cash and cash equivalents	$ 1,341,015	$ 1,196,504
Patient accounts receivable, less allowance for uncollectible accounts of $254,097 in 2018 and $233,455 in 2017	1,330,670	1,071,115
Grants receivable	228,972	476,151
Other receivables	172,839	85,357
Inventory	72,219	63,579
Other current assets	139,568	160,946
Total current assets	3,285,283	3,053,652
Investment in limited liability company	22,590	20,298
Assets limited as to use	3,205,350	3,425,833
Property and equipment, net	7,584,923	7,870,894
Total assets	$14,098,146	$14,370,677

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 438,830	$ 396,284
Accrued payroll and related expenses	919,690	880,477
Deferred revenue	117,696	89,040
Current maturities of long-term debt	102,014	97,502
Total current liabilities	1,578,230	1,463,303
Long-term debt, less current maturities	2,134,337	2,243,339
Market value of interest rate swap	13,404	13,769
Total liabilities	3,725,971	3,720,411
Net assets		
Unrestricted	9,951,659	10,176,258
Temporarily restricted	420,516	474,008
Total net assets	10,372,175	10,650,266
Total liabilities and net assets	$14,098,146	$14,370,677

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2018 and 2017

	2018	2017
Operating revenue		
Patient service revenue	$ 9,426,185	$ 8,906,722
Provision for bad debts	(354,460)	(274,770)
Net patient service revenue	9,071,725	8,631,952
Grants, contracts and contributions	5,538,925	5,262,945
Other operating revenue	769,240	877,054
Net assets released from restrictions for operations	118,447	75,190
Total operating revenue	15,498,337	14,847,141
Operating expenses		
Salaries and wages	9,941,188	9,361,791
Employee benefits	1,688,571	1,860,717
Supplies	715,862	593,252
Purchased services	1,569,327	1,526,562
Facilities	594,355	589,108
Other operating expenses	537,414	590,580
Insurance	143,338	137,232
Depreciation	459,716	444,584
Interest	96,431	117,623
Total operating expenses	15,746,202	15,221,449
Deficiency of revenue over expenses	(247,865)	(374,308)
Change in fair value of financial instrument	365	31,004
Net assets released from restrictions for capital acquisition	22,901	175,595
Decrease in unrestricted net assets	$ (224,599)	$ (167,709)

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2018 and 2017

	2018	2017
Unrestricted net assets		
Deficiency of revenue over expenses	$ (247,865)	$ (374,308)
Change in fair value of financial instrument	365	31,004
Net assets released from restrictions for capital acquisition	22,901	175,595
Decrease in unrestricted net assets	(224,599)	(167,709)
Temporarily restricted net assets		
Provision for uncollectible pledges	-	(1,100)
Contributions	71,205	77,771
Grants for capital acquisition	16,651	166,366
Net assets released from restrictions for operations	(118,447)	(75,190)
Net assets released from restrictions for capital acquisition	(22,901)	(175,595)
Decrease in temporarily restricted net assets	(53,492)	(7,748)
Change in net assets	(278,091)	(175,457)
Net assets, beginning of year	10,650,266	10,825,723
Net assets, end of year	$10,372,175	$10,650,266

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2018 and 2017

	2018	2017
Cash flows from operating activities		
Change in net assets	$ (278,091)	$ (175,457)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	354,460	274,770
Depreciation	459,716	444,584
Equity in earnings of limited liability company	(2,292)	(4,094)
Change in fair value of financial instrument	(365)	(31,004)
Grants for capital acquisition	(16,651)	(166,366)
Write off of uncollectible pledges	-	1,100
(Increase) decrease in the following assets:		
Patient accounts receivable	(614,015)	(267,849)
Grants receivable	247,179	(245,998)
Other receivable	(87,482)	61,277
Inventory	(8,640)	(63,579)
Other current assets	21,378	(69,874)
Increase in the following liabilities:		
Accounts payable and accrued expenses	42,546	169,240
Accrued payroll and related expenses	39,213	64,025
Deferred revenue	28,656	4,517
Net cash provided (used) by operating activities	185,612	(4,708)
Cash flows from investing activities		
Increase in designated funds	(155,880)	(591,411)
Release of designated funds	376,363	740,479
Capital acquisitions	(173,745)	(320,244)
Net cash provided (used) by investing activities	46,738	(171,176)
Cash flows from financing activities		
Grants for capital acquisition	16,651	166,366
Principal payments on long-term debt	(104,490)	(91,817)
Net cash (used) provided by financing activities	(87,839)	74,549
Net increase (decrease) in cash and cash equivalents	144,511	(101,335)
Cash and cash equivalents, beginning of year	1,196,504	1,297,839
Cash and cash equivalents, end of year	$ 1,341,015	$ 1,196,504
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 96,431	$ 117,623

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

Organization

Lamprey Health Care, Inc. (LHC) is a not-for-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide high quality family health, medical and behavioral health services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a not-for-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

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

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history and identifies trends for all funding sources in the aggregate. In addition, patient balances in excess of 120 days are 100% reserved. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2018	2017
Balance, beginning of year	$ 233,455	$ 278,061
Provision	354,460	274,770
Write-offs	(333,818)	(319,376)
Balance, end of year	$ 254,097	$ 233,455

The provision for bad debts increased primarily as a result of the regulatory environment related to challenges with credentialing of providers and timely filing limits.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $22,590 and $20,298 at September 30, 2018 and 2017, respectively.

Assets Limited as To Use

Assets limited as to use include assets set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, assets designated by the board of directors for specific projects or purposes and donor-restricted contributions.

Property and Equipment

Property and equipment acquisitions are recorded at cost, less accumulated depreciation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived 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 long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Grants restricted for capital acquisition which were received prior to 2000 are released from restriction over the life of the related acquired assets, matching depreciation expense.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. 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.

340B Drug Pricing Program

LHC, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. LHC contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of LHC and bills Medicare and commercial insurances on behalf of LHC. Reimbursement received by the pharmacies is remitted to LHC net of dispensing and administrative fees. Revenue generated from the program is included in patient service revenue net of third party allowances. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides discounts to patients who meet certain criteria under its sliding fee discount program. Because the Organization does not pursue collection of amounts determined to qualify for the sliding fee discount, they are not reported as patient service revenue.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as either temporarily or permanently restricted support 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), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions."

Functional Expenses

The Organization provides health care and wrap around services, including translation and care management, to residents of the greater Newmarket, Raymond, and Nashua, New Hampshire communities. Expenses related to providing these services are classified by their general nature as follows:

	2018	2017
Program services	$ 13,407,871	$ 12,484,460
Administrative and general	2,338,331	2,736,989
Total	$ 15,746,202	$ 15,221,449

Deficiency of Revenue Over Expenses

The consolidated statements of operations reflect the deficiency of revenue over expenses. Changes in unrestricted net assets which are excluded from this measure, 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 purposes of acquiring such assets) and changes in fair value of an interest rate swap that qualifies for hedge accounting.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 19, 2018, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Assets Limited as to Use

Assets limited as to use are composed of cash and cash equivalents and consist of the following:

	2018	2017
United States Department of Agriculture, Rural Development (Rural Development) loan agreements	$ 142,092	$ 142,587
Designated by the governing board	2,752,113	2,924,858
Donor restricted, temporarily	311,145	358,388
Total	$ 3,205,350	$ 3,425,833

3. Property and Equipment

Property and equipment consists of the following:

	2018	2017
Land and improvements	$ 1,154,753	$ 1,146,784
Building and improvements	10,943,714	10,829,267
Furniture, fixtures and equipment	1,723,627	1,685,929
Total cost	13,822,094	13,661,980
Less accumulated depreciation	6,237,171	5,791,086
Property and equipment, net	$ 7,584,923	$ 7,870,894

The Organization has made renovations to certain buildings with federal grant funding. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property components acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 2019, with an interest rate of 4.25%. The line of credit is collateralized by all business assets. There was no outstanding balance at September 30, 2018 and 2017.

5. Long-Term Debt

Long-term debt consists of the following:

	2018	2017
Promissory note payable to local bank; see terms outlined below.	$ 875,506	$ 894,652
5.375% promissory note payable to Rural Development, paid in monthly installments of $4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization.	371,976	413,615
4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization.	242,438	255,108
4.375% promissory note payable to Rural Development, paid in monthly installments of $5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization.	746,431	777,466
Total long-term debt	2,236,351	2,340,841
Less current maturities	102,014	97,502
Long-term debt, less current maturities	$ 2,134,337	$ 2,243,339

The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with monthly principal payments of $1,345 plus interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of $13,404 and $13,769 at September 30, 2018 and 2017, respectively.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at September 30, 2018.

Maturities of long-term debt for the next five years are as follows:

2019	$ 102,014
2020	107,082
2021	112,402
2022	895,426
2023	97,595
Thereafter	921,832
Total	$ 2,236,351

6. Temporarily Restricted Net Assets

Temporarily restricted net assets consisted of the following:

	2018	2017
Temporarily restricted for:		
Capital improvements	$ 340,806	$ 347,056
Community programs	54,643	89,209
Substance abuse prevention	25,067	37,743
Total	$ 420,516	$ 474,008

The composition of assets comprising temporarily restricted net assets at September 30, 2018 and 2017 is as follows:

	2018	2017
Assets limited as to use	$ 311,145	$ 358,388
Property and equipment	109,371	115,620
Total	$ 420,516	$ 474,008

7. Patient Service Revenue

Patient service revenue follows:

	2018	2017
Gross charges	**$13,683,357**	$12,752,924
340B contract pharmacy revenue	**1,327,156**	1,198,264
Total gross revenue	**15,010,513**	13,951,188
Contractual adjustments	**(4,534,268)**	(4,005,181)
Sliding fee discounts	**(1,030,666)**	(1,020,240)
Other discounts	**(19,394)**	(19,045)
Total patient service revenue	**$ 9,426,185**	$ 8,906,722

Revenue from the Medicaid and Medicare programs accounted for approximately 27% and 17%, respectively, of the Organization's gross patient service revenue for the year ended September 30, 2018 and 28% and 16%, respectively, for the year ended September 30, 2017. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. 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. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2017.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing the care to patients who qualify under the sliding fee discount policy by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross charges forgone under the sliding fee discount policy. The estimated cost amounted to approximately $1,041,596 and $1,096,647 for the years ended September 30, 2018 and 2017, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $157,605 and $326,988 for the years ended September 30, 2018 and 2017, respectively. The Organization's Board of Directors voted to suspend the employer contributions to the plan in April 2018 and resume contributions in January 2019 subsequent to the adoption of revisions to the employer contribution component of the plan documents.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have strong credit ratings and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at September 30:

	2018	2017
Medicare	18 %	18 %
Medicaid	14 %	15 %
Anthem Blue Cross Blue Shield	13 %	14 %
Other payers, including self pay	55 %	53 %
	100 %	100 %

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2018 and 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 76% and 77%, respectively, of grants, contracts and contributions.

10. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

SUPPLEMENTARY INFORMATION

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2018

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Current assets			
Cash and cash equivalents	$ 656,379	$ 684,636	$ 1,341,015
Patient accounts receivable, net	1,330,670	-	1,330,670
Grants receivable	228,972	-	228,972
Other receivables	172,839	-	172,839
Inventory	72,219	-	72,219
Other current assets	139,568	-	139,568
Total current assets	2,600,647	684,636	3,285,283
Investment in limited liability company	22,590	-	22,590
Assets limited as to use	2,920,876	284,474	3,205,350
Property and equipment, net	5,585,290	1,999,633	7,584,923
Total assets	$11,129,403	$ 2,968,743	$ 14,098,146

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 438,830	$ -	$ 438,830
Accrued payroll and related expenses	919,690	-	919,690
Deferred revenue	117,696	-	117,696
Current maturities of long-term debt	63,027	38,987	102,014
Total current liabilities	1,539,243	38,987	1,578,230
Long-term debt, less current maturities	1,184,455	949,882	2,134,337
Market value of interest rate swap	13,404	-	13,404
Total liabilities	2,737,102	988,869	3,725,971
Net assets			
Unrestricted	7,971,785	1,979,874	9,951,659
Temporarily restricted	420,516	-	420,516
Total net assets	8,392,301	1,979,874	10,372,175
Total liabilities and net assets	$11,129,403	$ 2,968,743	$ 14,098,146

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2017

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Current assets			
Cash and cash equivalents	$ 543,845	$ 652,659	$ 1,196,504
Patient accounts receivable, net	1,071,115	-	1,071,115
Grants receivable	476,151	-	476,151
Other receivables	85,357	-	85,357
Inventory	63,579	-	63,579
Other current assets	160,946	-	160,946
Total current assets	2,400,993	652,659	3,053,652
Investment in limited liability company	20,298	-	20,298
Assets limited as to use	3,141,359	284,474	3,425,833
Property and equipment, net	5,869,762	2,001,132	7,870,894
Total assets	$11,432,412	$ 2,938,265	$ 14,370,677

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 393,269	$ 3,015	$ 396,284
Accrued payroll and related expenses	880,477	-	880,477
Deferred revenue	89,040	-	89,040
Current maturities of long-term debt	60,169	37,333	97,502
Total current liabilities	1,422,955	40,348	1,463,303
Long-term debt, less current maturities	1,248,098	995,241	2,243,339
Market value of interest rate swap	13,769	-	13,769
Total liabilities	2,684,822	1,035,589	3,720,411
Net assets			
Unrestricted	8,273,582	1,902,676	10,176,258
Temporarily restricted	474,008	-	474,008
Total net assets	8,747,590	1,902,676	10,650,266
Total liabilities and net assets	$11,432,412	$ 2,938,265	$ 14,370,677

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2018

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2018 Consolidated
Operating revenue				
Patient service revenue	$ 9,426,185	$ -	$ -	$ 9,426,185
Provision for bad debts	(354,460)	-	-	(354,460)
Net patient service revenue	9,071,725	-	-	9,071,725
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,538,925	-	-	5,538,925
Other operating revenue	769,148	92	-	769,240
Net assets released from restrictions for operations	118,447	-	-	118,447
Total operating revenue	15,498,245	228,008	(227,916)	15,498,337
Operating expenses				
Salaries and wages	9,941,188	-	-	9,941,188
Employee benefits	1,688,571	-	-	1,688,571
Supplies	715,784	78	-	715,862
Purchased services	1,569,171	156	-	1,569,327
Facilities	816,102	6,169	(227,916)	594,355
Other operating expenses	535,414	2,000	-	537,414
Insurance	143,338	-	-	143,338
Depreciation	353,293	106,423	-	459,716
Interest expense	60,447	35,984	-	96,431
Total operating expenses	15,823,308	150,810	(227,916)	15,746,202
(Deficiency) excess of revenue over expenses	(325,063)	77,198	-	(247,865)
Change in fair value of financial instrument	365	-	-	365
Net assets released from restrictions for capital acquisition	22,901	-	-	22,901
(Decrease) increase in unrestricted net assets	$ (301,797)	$ 77,198	$ -	$ (224,599)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2017

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2017 Consolidated
Operating revenue				
Patient service revenue	$ 8,906,722	$ -	$ -	$ 8,906,722
Provision for bad debts	(274,770)	-	-	(274,770)
Net patient service revenue	8,631,952	-	-	8,631,952
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,262,945	-	-	5,262,945
Other operating revenue	876,963	91	-	877,054
Net assets released from restrictions for operations	75,190	-	-	75,190
Total operating revenue	14,847,050	228,007	(227,916)	14,847,141
Operating expenses				
Salaries and wages	9,361,791	-	-	9,361,791
Employee benefits	1,860,717	-	-	1,860,717
Supplies	593,070	182	-	593,252
Purchased services	1,526,457	105	-	1,526,562
Facilities	803,891	13,133	(227,916)	589,108
Other operating expenses	586,192	4,388	-	590,580
Insurance	137,232	-	-	137,232
Depreciation	346,833	97,751	-	444,584
Interest	67,608	50,015	-	117,623
Total operating expenses	15,283,791	165,574	(227,916)	15,221,449
(Deficiency) excess of revenue over expenses	(436,741)	62,433	-	(374,308)
Change in fair value of financial instrument	31,004	-	-	31,004
Net assets released from restrictions for capital acquisition	175,595	-	-	175,595
(Decrease) increase in unrestricted net assets	$ (230,142)	$ 62,433	$ -	$ (167,709)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2018

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Unrestricted net assets			
(Deficiency) excess of revenue over expenses	(325,063)	77,198	(247,865)
Change in fair value of financial instrument	365	-	365
Net assets released from restrictions for capital acquisition	22,901	-	22,901
(Decrease) increase in unrestricted net assets	(301,797)	77,198	(224,599)
Temporarily restricted net assets			
Contributions	71,205	-	71,205
Grants for capital acquisition	16,651	-	16,651
Net assets released from restrictions for operations	(118,447)	-	(118,447)
Net assets released from restrictions for capital acquisition	(22,901)	-	(22,901)
Decrease in temporarily restricted net assets	(53,492)	-	(53,492)
Change in net assets	(355,289)	77,198	(278,091)
Net assets, beginning of year	8,747,590	1,902,676	10,650,266
Net assets, end of year	$ 8,392,301	$ 1,979,874	$ 10,372,175

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2017

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Unrestricted net assets			
(Deficiency) excess of revenue over expenses	$ (436,741)	$ 62,433	$ (374,308)
Change in fair value of financial instrument	31,004	-	31,004
Net assets released from restrictions for capital acquisition	175,595	-	175,595
(Decrease) increase in unrestricted net assets	(230,142)	62,433	(167,709)
Temporarily restricted net assets			
Provision for uncollectible pledges	(1,100)	-	(1,100)
Contributions	77,771	-	77,771
Grants for capital acquisition	166,366	-	166,366
Net assets released from restrictions for operations	(75,190)	-	(75,190)
Net assets released from restrictions for capital acquisition	(175,595)	-	(175,595)
Decrease in temporarily restricted net assets	(7,748)	-	(7,748)
Change in net assets	(237,890)	62,433	(175,457)
Net assets, beginning of year	8,985,480	1,840,243	10,825,723
Net assets, end of year	$ 8,747,590	$ 1,902,676	$ 10,650,266

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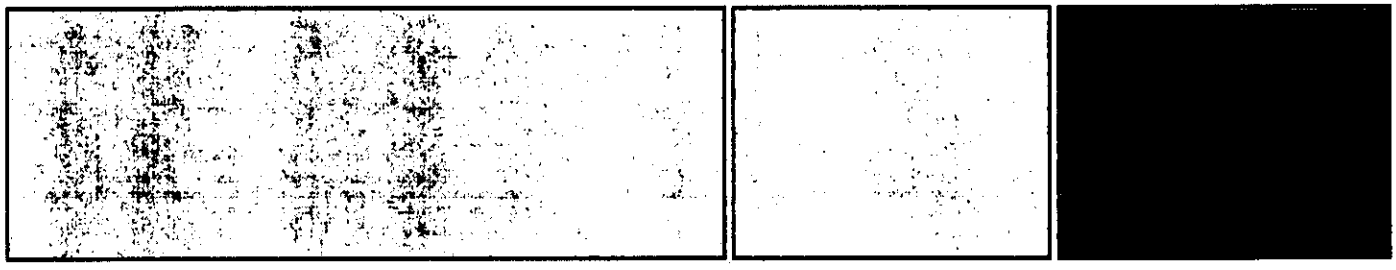

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2019 and 2018

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2019 and 2018, and the related consolidated statements of operations, functional expenses, changes in net assets and cash flows for the years then ended, 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 U.S. generally accepted accounting principles; 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. 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 auditor's 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.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2019 and 2018, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principles

As discussed in Note 1 to the financial statements, in 2019 Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Updates No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958) and No. 2016-18, *Restricted Cash* (Topic 230). Our opinion is not modified with respect to these matters.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2019 and 2018, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and are 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 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 U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 17, 2020

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 1,422,407	$ 1,341,015
Patient accounts receivable, net	1,237,130	1,330,670
Grants receivable	452,711	228,972
Other receivables	236,798	172,839
Inventory	81,484	72,219
Other current assets	78,405	139,568
Total current assets	3,508,935	3,285,283
Investment in limited liability company	19,101	22,590
Assets limited as to use	2,943,714	3,205,350
Fair value of interest rate swap	13,512	-
Property and equipment, net	7,608,578	7,584,923
Total assets	$14,093,840	$14,098,146

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 641,818	$ 438,830
Accrued payroll and related expenses	961,024	919,690
Deferred revenue	85,418	117,696
Current maturities of long-term debt	106,190	102,014
Total current liabilities	1,794,450	1,578,230
Long-term debt, less current maturities	2,031,076	2,134,337
Fair value of interest rate swap	-	13,404
Total liabilities	3,825,526	3,725,971
Net assets		
Without donor restrictions	9,732,208	10,061,029
With donor restrictions	536,106	311,146
Total net assets	10,268,314	10,372,175
Total liabilities and net assets	$14,093,840	$14,098,146

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2019 and 2018

	2019	2018
Operating revenue		
Patient service revenue	$ 9,143,768	$ 9,426,185
Provision for bad debts	(398,544)	(354,460)
Net patient service revenue	8,745,224	9,071,725
Grants, contracts and contributions	6,104,270	5,538,925
Other operating revenue	1,637,578	769,240
Net assets released from restrictions for operations	75,197	118,447
Total operating revenue	16,562,269	15,498,337
Operating expenses		
Salaries and wages	10,584,157	9,941,188
Employee benefits	1,993,787	1,688,571
Supplies	646,774	715,862
Purchased services	1,731,988	1,569,327
Facilities	580,711	594,355
Other operating expenses	697,570	537,414
Insurance	145,114	143,338
Depreciation	461,062	459,716
Interest	107,855	96,431
Total operating expenses	16,949,018	15,746,202
Deficiency of revenue over expenses	(386,749)	(247,865)
Change in fair value of interest rate swap	26,916	365
Net assets released from restrictions for capital acquisition	31,012	16,651
Decrease in net assets without donor restrictions	$ (328,821)	$ (230,849)

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Functional Expenses

Year Ended September 30, 2019

	Healthcare Services	AHEC/PHN	Transportation	Total Healthcare Services	Administration and Support Services	Total
Salaries and wages	$ 8,599,722	$ 418,785	$ 127,054	$ 9,145,561	$ 1,438,596	**$ 10,584,157**
Employee benefits	1,531,182	76,015	23,346	1,630,543	363,244	**1,993,787**
Supplies	614,628	12,839	47	627,514	19,260	**646,774**
Purchased services	892,684	225,590	407	1,118,681	613,307	**1,731,988**
Facilities	4,020	477	23,155	27,652	553,059	**580,711**
Other	283,801	157,524	120	441,445	256,125	**697,570**
Insurance	-	-	8,922	8,922	136,192	**145,114**
Depreciation	-	-	27,509	27,509	433,553	**461,062**
Interest	-	-	-	-	107,855	**107,855**
Allocated program support	886,269	-	-	886,269	(886,269)	-
Allocated occupancy costs	714,331	34,319	4,531	753,181	(753,181)	-
Total	**$ 13,526,637**	**$ 925,549**	**$ 215,091**	**$ 14,667,277**	**$ 2,281,741**	**$ 16,949,018**

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Functional Expenses

Year Ended September 30, 2018

	Healthcare Services	AHEC/PHN	Transportation	Total Healthcare Services	Administration and Support Services	Total
Salaries and wages	$ 8,000,572	$ 411,320	$ 120,008	$ 8,531,900	$ 1,409,288	$ 9,941,188
Employee benefits	1,315,582	70,805	20,049	1,406,436	282,135	1,688,571
Supplies	684,828	7,051	40	691,919	23,943	715,862
Purchased services	815,843	139,400	-	955,243	614,084	1,569,327
Facilities	4,402	480	20,945	25,827	568,528	594,355
Other	253,564	87,005	39	340,608	196,806	537,414
Insurance	-	-	8,696	8,696	134,642	143,338
Depreciation	-	-	28,093	28,093	431,623	459,716
Interest	-	-	-	-	96,431	96,431
Allocated program support	825,266	-	-	825,266	(825,266)	-
Allocated occupancy costs	930,169	36,593	4,831	971,593	(971,593)	-
Total	$ 12,830,226	$ 752,654	$ 202,701	$ 13,785,581	$ 1,960,621	$ 15,746,202

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2019 and 2018

	2019	2018
Net assets without donor restrictions		
Deficiency of revenue over expenses	$ (386,749)	$ (247,865)
Change in fair value of interest rate swap	26,916	365
Net assets released from restrictions for capital acquisition	31,012	16,651
Decrease in net assets without donor restrictions	(328,821)	(230,849)
Net assets with donor restrictions		
Contributions	205,027	71,205
Grants for capital acquisition	126,142	16,651
Net assets released from restrictions for operations	(75,197)	(118,447)
Net assets released from restrictions for capital acquisition	(31,012)	(16,651)
Increase (decrease) in net assets with donor restrictions	224,960	(47,242)
Change in net assets	(103,861)	(278,091)
Net assets, beginning of year	10,372,175	10,650,266
Net assets, end of year	$10,268,314	$10,372,175

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ (103,861)	$ (278,091)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	398,544	354,460
Depreciation	461,062	459,716
Equity in earnings of limited liability company	3,489	(2,292)
Change in fair value of interest rate swap	(26,916)	(365)
Grants for capital acquisition	(126,142)	(16,651)
(Increase) decrease in the following assets:		
Patient accounts receivable	(305,004)	(614,015)
Grants receivable	(223,739)	247,179
Other receivable	(63,959)	(87,482)
Inventory	(9,265)	(8,640)
Other current assets	61,163	21,378
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	25,215	42,545
Accrued payroll and related expenses	41,334	39,213
Deferred revenue	(32,278)	28,656
Net cash provided by operating activities	99,643	185,611
Cash flows from investing activities		
Capital acquisitions	(306,944)	(173,745)
Cash flows from financing activities		
Grants for capital acquisition	126,142	16,651
Principal payments on long-term debt	(99,085)	(104,489)
Net cash provided (used) by financing activities	27,057	(87,838)
Net decrease in cash and cash equivalents and restricted cash	(180,244)	(75,972)
Cash and cash equivalents and restricted cash, beginning of year	4,546,365	4,622,337
Cash and cash equivalents and restricted cash, end of year	$ 4,366,121	$ 4,546,365
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 1,422,407	$ 1,341,015
Assets limited as to use	2,943,714	3,205,350
	$ 4,366,121	$ 4,546,365
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 107,855	$ 96,431
Capital expenditures included in accounts payable	$ 177,773	$ -

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

1. Summary of Significant Accounting Policies

Organization

Lamprey Health Care, Inc. (LHC) is a not-for-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide high quality family health, medical and behavioral health services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a not-for-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Recently Adopted Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets was replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses which resulted in the expansion of the consolidated financial statements to include statements of functional expenses. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to 2018. The adoption had no effect on the Organization's total net assets, results of operations, changes in net assets or cash flows for the year ended September 30, 2019. The adoption did result in a reclassification of net assets previously reported as net assets with donor restrictions to net assets without donor restrictions. This related to gifts received and used to acquire property and equipment and the restrictions on these gifts were previously released over the useful life of the acquired assets. Previously reported net assets with donor restrictions of $109,370 and $115,620 at September 30, 2018 and 2017, respectively, have been reclassified as net assets without donor restrictions.

In November 2016, FASB issued ASU No. 2016-18, *Restricted Cash* (Topic 230), which requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The ASU is effective for fiscal years beginning on or after December 15, 2018. The Organization adopted ASU No. 2016-18 in 2019, and restated its 2018 statement of cash flows to conform to the provisions thereof.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Organization to report information in the financial statements according to the following net asset classifications:

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

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

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets 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 statements of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived 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 long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Use of Estimates

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

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of business checking and savings accounts as well as petty cash funds.

The Organization maintains cash balances at several financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At various times throughout the year, the Organization's cash balances may exceed FDIC insurance. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history and identifies trends for all funding sources in the aggregate. In addition, patient balances in excess of 120 days are 100% reserved. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2019 and September 30, 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 76% and 76%, respectively, of grants, contracts and contributions revenue.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $19,101 and $22,590 at September 30, 2019 and 2018, respectively.

Assets Limited as To Use

Assets limited as to use include cash and cash equivalents set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, assets designated by the Board of Directors for specific projects or purposes and donor-restricted contributions as discussed further in Note 7.

Property and Equipment

Property and equipment acquisitions are recorded at cost, less accumulated depreciation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. 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.

340B Drug Pricing Program

LHC, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. LHC contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of LHC and bill insurances on behalf of LHC. Reimbursement received by the pharmacies is remitted to LHC net of dispensing and administrative fees. Revenue generated from the program is included in patient service revenue net of third-party allowances. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to one or more programs or supporting functions of the Organization. Expenses which are allocated between program services and administrative support include employee benefits which are allocated based on direct wages, facilities and related costs which are allocated based upon square footage occupied by the program, and direct program support (billing and medical records) which is 100% attributable to healthcare services.

Deficiency of Revenue Over Expenses

The consolidated statements of operations reflect the deficiency of revenue over expenses. Changes in net assets without donor restriction which are excluded from this measure include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap that qualifies for hedge accounting.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through January 17, 2020, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

The Organization had working capital of $1,714,485 and $1,707,053 at September 30, 2019 and 2018, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 31 and 32 at September 30, 2019 and 2018, respectively.

Financial assets available for general expenditure within one year as of September 30 were as follows:

	2019	2018
Cash and cash equivalents	$ 1,422,407	$ 1,341,015
Patient accounts receivable, net	1,237,130	1,330,670
Grants receivable	452,711	228,972
Other receivables	236,798	172,839
Financial assets available	$ 3,349,046	$ 3,073,496

The Organization has certain board-designated assets limited to use which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors. Accordingly, these assets have not been included in the qualitative information above. The Organization has other assets limited to use for donor-restricted purposes, which are more fully described in Note 7, are not available for general expenditure within the next year and are not reflected in the amounts above.

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash and cash equivalents on hand for operations of 30 days.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 5.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following:

	2019	2018
Patient accounts receivable	$ 1,397,194	$ 1,386,791
Contract 340B pharmacy program receivables	75,586	197,976
Total patient accounts receivable	1,472,780	1,584,767
Allowance for doubtful accounts	(235,650)	(254,097)
Patient accounts receivable, net	$ 1,237,130	$ 1,330,670

A reconciliation of the allowance for uncollectible accounts follows:

	2019	2018
Balance, beginning of year	$ 254,097	$ 233,455
Provision for bad debts	398,544	354,460
Write-offs	(416,991)	(333,818)
Balance, end of year	$ 235,650	$ 254,097

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2019	2018
Medicare	17 %	18 %
Medicaid	19 %	14 %
Anthem Blue Cross Blue Shield	*	13 %

* less than 10%

4. Property and Equipment

Property and equipment consists of the following:

	2019	2018
Land and improvements	$ 1,154,753	$ 1,154,753
Building and improvements	11,048,899	10,943,714
Furniture, fixtures and equipment	1,799,636	1,723,627
Total cost	14,003,288	13,822,094
Less accumulated depreciation	6,667,847	6,237,171
	7,335,441	7,584,923
Construction in progress	273,137	-
Property and equipment, net	$ 7,608,578	$ 7,584,923

During 2019, the Organization began to make renovations to the clinical building in Newmarket, New Hampshire. The project is estimated to cost approximately $780,000 and is expected to be completed and placed in service in December 2019. The project has been funded primarily through donor restricted contributions and debt.

The Organization has made renovations to certain buildings with federal grant funding. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property components acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

5. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 31 2021, with an interest rate of 5.50%. The line of credit is collateralized by all business assets. There was no outstanding balance as of September 30, 2019 and 2018.

6. Long-Term Debt

Long-term debt consists of the following:

	2019	2018
Promissory note payable to local bank; see terms outlined below.	$ 851,934	$ 875,506
5.375% promissory note payable to United States Department of Agriculture, Rural Development (Rural Development), paid in monthly installments of $4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization. The note was paid off through refinancing that is effective in October 2019; see details below.	335,509	371,976
4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization. The note was paid off through refinancing that is effective in October 2019; see details below.	231,091	242,438
4.375% promissory note payable to Rural Development, paid in monthly installments of $5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization. The note was paid off through refinancing that is effective in October 2019; see details below.	718,732	746,431
Total long-term debt	2,137,266	2,236,351
Less current maturities	106,190	102,014
Long-term debt, less current maturities	$ 2,031,076	$ 2,134,337

The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with monthly principal payments of $1,345 plus interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and essentially fixes the rate at 4.13%. The fair value of the interest rate swap agreement was an asset of $13,512 and a liability of $13,404 at September 30, 2019 and 2018, respectively.

Effective October 2, 2019, the Organization obtained a $2,100,000 note payable with a local bank, which repaid the notes payable due to Rural Development in the amount of $1,285,332, and the additional financing was used to renovate the Organization's Newmarket clinical building as discussed in Note 4. The note has a ten-year balloon and is to be paid at the amortization rate of 30 years, with monthly principal payments plus interest at the greater of the Wall Street Journal Prime rate or the weighted average of the rate of overnight Federal funds with members of the Federal Reserve Bank of New York plus 0.5% through October 2029 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2029 that limits the potential interest rate fluctuation and essentially fixes the rate at 3.173%.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization failed to meet one of those loan covenants at September 30, 2019 and has received a waiver of default from the bank.

Maturities of long-term debt for the next five years and thereafter (adjusted for the refinancing as discussed above) are as follows:

2020	$ 106,190
2021	50,783
2022	832,321
2023	28,439
2024	29,264
Thereafter	1,090,269
Total	$ 2,137,266

7. Net Assets

Net assets without donor restrictions are designated for the following purposes:

	2019	2018
Undesignated	$ 7,019,181	$ 7,377,112
Repairs and maintenance on the real property collateralizing Rural Development loans	142,092	142,092
Board-designated for		
Transportation	16,982	16,982
Working capital	1,391,947	1,391,947
Building improvements	1,162,006	1,132,896
Total	$ 9,732,208	$10,061,029

Net assets with donor restrictions were restricted for the following specific purposes:

	2019	2018
Temporary in nature:		
Capital improvements	$ 326,567	$ 231,436
Community programs	181,151	54,643
Substance abuse prevention	28,388	25,067
Total	$ 536,106	$ 311,146

8. Patient Service Revenue

Patient service revenue was as follows for the years ended September 30:

	2019	2018
Gross charges	$13,786,408	$13,683,357
340B contract pharmacy revenue	1,139,085	1,327,156
Total gross revenue	14,925,493	15,010,513
Contractual adjustments	(4,793,060)	(4,534,268)
Sliding fee discounts	(964,485)	(1,030,666)
Other discounts	(24,180)	(19,394)
Total patient service revenue	$ 9,143,768	$ 9,426,185

The mix of gross patient service revenue from patients and third-party payers was as follows for the years ended September 30:

	2019	2018
Medicare	17 %	17 %
Medicaid	31 %	27 %
Blue Cross Blue Shield	17 %	18 %
Other payers	21 %	24 %
Self pay and sliding fee scale patients	14 %	14 %
	100 %	100 %

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. 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, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2018.

Medicaid and Other Payers

The Organization is reimbursed by Medicaid for the care of qualified patients on a prospective basis. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization also has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. Under these arrangements, the Organization is reimbursed based on contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost amounted to approximately $1,053,562 and $1,041,596 for the years ended September 30, 2019 and 2018, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $300,572 and $157,605 for the years ended September 30, 2019 and 2018, respectively. The Organization's Board of Directors voted to suspend the employer contributions to the plan in April 2018 and resume contributions in January 2019 subsequent to the adoption of revisions to the employer contribution component of the plan documents.

10. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Litigation

From time-to-time certain complaints are filed against the Organization in the ordinary course of business. Management vigorously defends the Organization's actions in those cases and utilizes insurance to cover material losses. In the opinion of management, there are no matters that will materially affect the Organization's consolidated financial statements.

SUPPLEMENTARY INFORMATION

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2019

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2019 Consolidated
Current assets				
Cash and cash equivalents	$ 453,924	$ 968,483	$ -	$ 1,422,407
Patient accounts receivable, net	1,237,130	-	-	1,237,130
Grants receivable	452,711	-	-	452,711
Other receivables	236,798	59,797	(59,797)	236,798
Inventory	81,484	-	-	81,484
Other current assets	78,405	-	-	78,405
Total current assets	2,540,452	1,028,280	(59,797)	3,508,935
Investment in limited liability company	19,101	-	-	19,101
Assets limited as to use	2,861,010	82,704	-	2,943,714
Fair value of interest rate swap	13,512	-	-	13,512
Property and equipment, net	5,718,217	1,890,361	-	7,608,578
Total assets	$11,152,292	$ 3,001,345	$ (59,797)	$14,093,840

LIABILITIES AND NET ASSETS

Current liabilities				
Accounts payable and accrued expenses	$ 701,615	$ -	$ (59,797)	$ 641,818
Accrued payroll and related expenses	961,024	-	-	961,024
Deferred revenue	85,418	-	-	85,418
Current maturities of long-term debt	65,417	40,773	-	106,190
Total current liabilities	1,813,474	40,773	(59,797)	1,794,450
Long-term debt, less current maturities	1,122,027	909,049	-	2,031,076
Total liabilities	2,935,501	949,822	(59,797)	3,825,526
Net assets				
Without donor restrictions	7,680,685	2,051,523	-	9,732,208
With donor restrictions	536,106	-	-	536,106
Total net assets	8,216,791	2,051,523	-	10,268,314
Total liabilities and net assets	$11,152,292	$ 3,001,345	$ (59,797)	$14,093,840

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2018

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Current assets			
Cash and cash equivalents	$ 656,379	$ 684,636	$ 1,341,015
Patient accounts receivable, net	1,330,670	-	1,330,670
Grants receivable	228,972	-	228,972
Other receivables	172,839	-	172,839
Inventory	72,219	-	72,219
Other current assets	139,568	-	139,568
Total current assets	2,600,647	684,636	3,285,283
Investment in limited liability company	22,590	-	22,590
Assets limited as to use	2,920,876	284,474	3,205,350
Property and equipment, net	5,585,290	1,999,633	7,584,923
Total assets	$11,129,403	$ 2,968,743	$14,098,146

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 438,830	$ -	$ 438,830
Accrued payroll and related expenses	919,690	-	919,690
Deferred revenue	117,696	-	117,696
Current maturities of long-term debt	63,027	38,987	102,014
Total current liabilities	1,539,243	38,987	1,578,230
Long-term debt, less current maturities	1,184,455	949,882	2,134,337
fair value of interest rate swap	13,404	-	13,404
Total liabilities	2,737,102	988,869	3,725,971
Net assets			
Without donor restrictions	8,081,155	1,979,874	10,061,029
With donor restrictions	311,146	-	311,146
Total net assets	8,392,301	1,979,874	10,372,175
Total liabilities and net assets	$11,129,403	$ 2,968,743	$14,098,146

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2019

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2019 Consolidated
Operating revenue				
Patient service revenue	$ 9,143,768	$ -	$ -	$ 9,143,768
Provision for bad debts	(398,544)	-	-	(398,544)
Net patient service revenue	8,745,224	-	-	8,745,224
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	6,104,270	-	-	6,104,270
Other operating revenue	1,637,475	103	-	1,637,578
Net assets released from restrictions for operations	75,197	-	-	75,197
Total operating revenue	16,562,166	228,019	(227,916)	16,562,269
Operating expenses				
Salaries and wages	10,584,157	-	-	10,584,157
Employee benefits	1,993,787	-	-	1,993,787
Supplies	646,774	-	-	646,774
Purchased services	1,731,860	128	-	1,731,988
Facilities	808,327	300	(227,916)	580,711
Other operating expenses	694,558	3,012	-	697,570
Insurance	145,114	-	-	145,114
Depreciation	351,790	109,272	-	461,062
Interest expense	64,197	43,658	-	107,855
Total operating expenses	17,020,564	156,370	(227,916)	16,949,018
(Deficiency) excess of revenue over expenses	(458,398)	71,649	-	(386,749)
Change in fair value of interest rate swap	26,916	-	-	26,916
Net assets released from restrictions for capital acquisition	31,012	-	-	31,012
(Decrease) increase in net assets without donor restrictions	$ (400,470)	$ 71,649	$ -	$ (328,821)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2018

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2018 Consolidated
Operating revenue				
Patient service revenue	$ 9,426,185	$ -	$ -	$ 9,426,185
Provision for bad debts	(354,460)	-	-	(354,460)
Net patient service revenue	9,071,725	-	-	9,071,725
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,538,925	-	-	5,538,925
Other operating revenue	769,148	92	-	769,240
Net assets released from restrictions for operations	118,447	-	-	118,447
Total operating revenue	15,498,245	228,008	(227,916)	15,498,337
Operating expenses				
Salaries and wages	9,941,188	-	-	9,941,188
Employee benefits	1,688,571	-	-	1,688,571
Supplies	715,784	78	-	715,862
Purchased services	1,569,171	156	-	1,569,327
Facilities	816,102	6,169	(227,916)	594,355
Other operating expenses	535,414	2,000	-	537,414
Insurance	143,338	-	-	143,338
Depreciation	353,293	106,423	-	459,716
Interest	60,447	35,984	-	96,431
Total operating expenses	15,823,308	150,810	(227,916)	15,746,202
(Deficiency) excess of revenue over expenses	(325,063)	77,198	-	(247,865)
Change in fair value of interest rate swap	365	-	-	365
Net assets released from restrictions for capital acquisition	16,651	-	-	16,651
(Decrease) increase in net assets without donor restrictions	$ (308,047)	$ 77,198	$ -	$ (230,849)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2019

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2019 Consolidated
Net assets without donor restrictions			
(Deficiency) excess of revenue over expenses	$ (458,398)	$ 71,649	$ (386,749)
Change in fair value of interest rate swap	26,916	-	26,916
Net assets released from restrictions for capital acquisition	31,012	-	31,012
(Decrease) increase in net assets without donor restrictions	(400,470)	71,649	(328,821)
Net assets with donor restrictions			
Contributions	205,027	-	205,027
Grants for capital acquisition	126,142	-	126,142
Net assets released from restrictions for operations	(75,197)	-	(75,197)
Net assets released from restrictions for capital acquisition	(31,012)	-	(31,012)
Increase in net assets with donor restrictions	224,960	-	224,960
Change in net assets	(175,510)	71,649	(103,861)
Net assets, beginning of year	8,392,301	1,979,874	10,372,175
Net assets, end of year	$ 8,216,791	$ 2,051,523	$10,268,314

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2018

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Net assets without donor restrictions			
(Deficiency) excess of revenue over expenses	$ (325,063)	$ 77,198	$ (247,865)
Change in fair value of interest rate swap	365	-	365
Net assets released from restrictions for capital acquisition	16,651	-	16,651
(Decrease) increase in net assets without donor restrictions	(308,047)	77,198	(230,849)
Net assets with donor restrictions			
Contributions	71,205	-	71,205
Grants for capital acquisition	16,651	-	16,651
Net assets released from restrictions for operations	(118,447)	-	(118,447)
Net assets released from restrictions for capital acquisition	(16,651)	-	(16,651)
Decrease in net assets with donor restrictions	(47,242)	-	(47,242)
Change in net assets	(355,289)	77,198	(278,091)
Net assets, beginning of year	8,747,590	1,902,676	10,650,266
Net assets, end of year	$ 8,392,301	$ 1,979,874	$10,372,175

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LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2020 and 2019

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2020 and 2019, and the related consolidated statements of operations, functional expenses, changes in net assets and cash flows for the years then ended, 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 U.S. generally accepted accounting principles; 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. 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 auditor's 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.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2020 and 2019, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2020 and 2019, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position, results of operations and changes in net assets of the individual entities, and are 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 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 U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 28, 2021

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2020 and 2019

ASSETS

	2020	2019
Current assets		
Cash and cash equivalents	$ 3,504,514	$ 1,422,407
Patient accounts receivable, net	1,277,013	1,237,130
Grants receivable	658,568	452,711
Other receivables	130,004	236,798
Inventory	129,591	81,484
Other current assets	147,799	78,405
Total current assets	5,847,489	3,508,935
Investment in limited liability company	-	19,101
Assets limited as to use	2,953,580	2,943,714
Fair value of interest rate swap	-	13,512
Property and equipment, net	7,795,861	7,608,578
Total assets	$16,596,930	$14,093,840

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 578,888	$ 641,818
Accrued payroll and related expenses	1,322,364	961,024
Deferred revenue	72,421	85,418
Provider Relief Funds	196,549	-
COVID-19 Emergency Healthcare System Relief Fund refundable advance	250,000	-
Current maturities of long-term debt	88,027	106,190
Total current liabilities	2,508,249	1,794,450
Long-term debt, less current maturities	2,821,023	2,031,076
Fair value of interest rate swaps	217,657	-
Total liabilities	5,546,929	3,825,526
Net assets		
Without donor restrictions	10,579,230	9,732,208
With donor restrictions	470,771	536,106
Total net assets	11,050,001	10,268,314
Total liabilities and net assets	$16,596,930	$14,093,840

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2020 and 2019

	2020	2019
Operating revenue		
Patient service revenue	$10,206,803	$ 9,424,048
Provision for bad debts	(497,961)	(398,544)
Net patient service revenue	9,708,842	9,025,504
Rental income	176,353	194,443
Grants, contracts and contributions	5,663,601	6,104,270
Paycheck Protection Program	2,152,212	-
Other operating revenue	410,309	1,162,855
Net assets released from restriction for operations	242,945	75,197
Total operating revenue	18,354,262	16,562,269
Operating expenses		
Salaries and wages	11,106,208	10,583,987
Employee benefits	2,096,040	2,056,956
Supplies	747,665	646,620
Purchased services	1,691,285	1,752,050
Facilities	574,422	580,711
Other operating expenses	474,659	614,501
Insurance	140,572	145,114
Depreciation	462,768	461,062
Interest	111,808	108,017
Total operating expenses	17,405,427	16,949,018
Excess (deficiency) of revenue over expenses	948,835	(386,749)
Change in fair value of interest rate swaps	(231,169)	26,916
Net assets released from restriction for capital acquisition	129,356	31,012
Increase (decrease) in net assets without donor restrictions	$ 847,022	$ (328,821)

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Functional Expenses

Year Ended September 30, 2020

	Healthcare Services	AHEC/PHN	Transportation	Total Program Services	Administration and Support Services	Total
Salaries and wages	$ 8,372,143	$ 498,707	$ 69,857	$ 8,940,707	$ 2,165,501	**$ 11,106,208**
Employee benefits	1,567,514	93,157	12,726	1,673,397	422,643	**2,096,040**
Supplies	708,447	7,255	-	715,702	31,963	**747,665**
Purchased services	879,416	114,614	-	994,030	697,255	**1,691,285**
Facilities	23,488	402	8,652	32,542	541,880	**574,422**
Other	166,743	61,261	-	228,004	246,655	**474,659**
Insurance	-	-	7,673	7,673	132,899	**140,572**
Depreciation	-	-	26,400	26,400	436,368	**462,768**
Interest	-	-	-	-	111,808	**111,808**
Allocated program support	754,724	74,216	14,538	843,478	(843,478)	**-**
Allocated occupancy costs	817,796	35,153	4,641	857,590	(857,590)	**-**
Total	**$ 13,290,271**	**$ 884,765**	**$ 144,487**	**$ 14,319,523**	**$ 3,085,904**	**$ 17,405,427**

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Functional Expenses

Year Ended September 30, 2019

	Healthcare Services	AHEC/PHN	Transportation	Total Program Services	Administration and Support Services	Total
Salaries and wages	$ 8,599,552	$ 418,785	$ 127,054	$ 9,145,391	$ 1,438,596	$ 10,583,987
Employee benefits	1,531,182	76,015	23,346	1,630,543	426,413	2,056,956
Supplies	614,474	12,839	47	627,360	19,260	646,620
Purchased services	912,746	225,590	407	1,138,743	613,307	1,752,050
Facilities	4,020	477	23,155	27,652	553,059	580,711
Other	264,063	157,524	120	421,707	192,794	614,501
Insurance	-	-	8,922	8,922	136,192	145,114
Depreciation	-	-	27,509	27,509	433,553	461,062
Interest	-	-	-	-	108,017	108,017
Allocated program support	886,269	-	-	886,269	(886,269)	-
Allocated occupancy costs	714,331	34,319	4,531	753,181	(753,181)	-
Total	$ 13,526,637	$ 925,549	$ 215,091	$ 14,667,277	$ 2,281,741	$ 16,949,018

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2020 and 2019

	2020	2019
Net assets without donor restrictions		
Excess (deficiency) of revenue over expenses	$ 948,835	$ (386,749)
Change in fair value of interest rate swaps	(231,169)	26,916
Net assets released from restriction for capital acquisition	129,356	31,012
Increase (decrease) in net assets without donor restrictions	847,022	(328,821)
Net assets with donor restrictions		
Contributions	224,245	205,027
Grants for capital acquisition	82,721	126,142
Net assets released from restriction for operations	(242,945)	(75,197)
Net assets released from restriction for capital acquisition	(129,356)	(31,012)
(Decrease) increase in net assets with donor restrictions	(65,335)	224,960
Change in net assets	781,687	(103,861)
Net assets, beginning of year	10,268,314	10,372,175
Net assets, end of year	$11,050,001	$10,268,314

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 781,687	$ (103,861)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	462,768	461,062
Equity in earnings of limited liability company	6,877	3,489
Change in fair value of interest rate swaps	231,169	(26,916)
Grants for capital acquisition	(82,721)	(126,142)
(Increase) decrease in the following assets:		
Patient accounts receivable	(39,883)	93,540
Grants receivable	(205,857)	(223,739)
Other receivable	106,794	(63,959)
Inventory	(48,107)	(9,265)
Other current assets	(69,394)	61,163
(Decrease) increase in the following liabilities:		
Accounts payable and accrued expenses	(3,984)	25,215
Accrued payroll and related expenses	361,340	41,334
Deferred revenue	(12,997)	(32,278)
Provider Relief Funds	196,549	-
COVID-19 Emergency Healthcare System Relief Fund refundable advance	250,000	-
Net cash provided by operating activities	1,934,241	99,643
Cash flows from investing activities		
Equity distribution from limited liability company	12,224	-
Capital acquisitions	(708,997)	(306,944)
Net cash used by investing activities	(696,773)	(306,944)
Cash flows from financing activities		
Grants for capital acquisition	82,721	126,142
Proceeds from issuance of long-term debt	2,100,000	-
Principal payments on long-term debt	(1,328,216)	(99,085)
Net cash provided by financing activities	854,505	27,057
Net increase (decrease) in cash and cash equivalents and restricted cash	2,091,973	(180,244)
Cash and cash equivalents and restricted cash, beginning of year	4,366,121	4,546,365
Cash and cash equivalents and restricted cash, end of year	$ 6,458,094	$ 4,366,121

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows (Concluded)

Years Ended September 30, 2020 and 2019

	2020	2019
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 3,504,514	$ 1,422,407
Assets limited as to use	2,953,580	2,943,714
	$ 6,458,094	$ 4,366,121
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 111,808	$ 108,017
Capital expenditures included in accounts payable	$ 118,827	$ 177,773

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

Organization

Lamprey Health Care, Inc. (LHC) is a not-for-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide high quality family health, medical and behavioral health services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a not-for-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

1. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Organization to report information in the consolidated financial statements according to the following net asset classifications:

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity, of which there were none.

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

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

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

COVID-19

In March 2020 the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. The school based dental health program has been suspended until schools reopen and are able to provide adequate space for the services in accordance with regulatory guidelines. The Organization's senior transportation program was suspended due to the pandemic and has since been permanently discontinued with other local transportation programs providing these services to the communities. In adhering to guidelines issued by the State of New Hampshire and the Center for Disease Control, the Organization took steps to create safe distances between both staff and patients. These efforts resulted in the temporary furlough and reduction of hours for 17% of staff and a temporary reduction in clinic hours. All providers received the necessary equipment to allow for medical and behavioral health visits using telehealth. Facility modifications included installation of plexi-glass partitions, restructuring of work stations to allow for 6 feet between staff, heating, ventilation, and air conditioning systems were modified to improve air exchange rates and the tents and awnings were setup to allow screening, testing and vaccine administration outside of the four walls of the clinics. In addition, the Organization created infection control wings at all sites for positively screened patients.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement Act (PPPHCE) Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services (HHS). The Organization received PRF in the amount of $196,549 during the year ended September 30, 2020. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19 through June 30, 2021. The PRF are considered contributions and are recognized as income when qualifying expenditures have been incurred. The Organization has not incurred qualifying expenses or lost revenue necessary to recognize these contributions during the year ended September 30, 2020 and as a result the funds are recorded as a refundable advance on the consolidated balance sheet. Management expects to fully expend the funds prior to June 30, 2021.

On April 19, 2020, the Organization qualified for and received a loan in the amount of $2,152,212 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the CARES Act and the PPPHCE Act. The principal amount of the PPP is subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Organization during a specific covered period. The Organization is following the conditional contribution model to account for the PPP and management believes the Organization has met the conditions for forgiveness and has recognized the full amount of the PPP as revenue for the year ended September 30, 2020. The Organization has not yet applied for forgiveness and is required to do so no later than May 2021.

The SBA has indicated it will review PPP loans in excess of $2,000,000 to determine whether the Organization can support the good-faith certification made when applying for the PPP that economic uncertainty made the loan request necessary to support ongoing operations. Management believes there is sufficient evidence to support the Organization's necessity of the PPP to support ongoing operations due to the economic uncertainty at the time of the loan application. Any difference between amounts previously estimated to be forgiven and amounts subsequently determined to be forgivable will be reflected in the year that such amounts become known.

On May 10, 2020, the Organization qualified for and received a loan in the amount of $250,000 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State of New Hampshire (the State), Department of Health and Human Services. The principal amount of the Relief Loan has the potential to be converted to a grant at the sole discretion of the State. The Relief Loan was converted to a grant subsequent to September 30, 2020.

During 2020, the Organization was awarded cost reimbursable grants from HHS to support the Organization in preventing, preparing for, and responding to COVID-19 in the amount of $1,237,052, of which $856,195 has not been recognized at September 30, 2020 because qualifying expenditures have not yet been incurred.

Cash and Cash Equivalents

Cash and cash equivalents consist of business checking and savings accounts as well as petty cash funds.

The Organization maintains cash balances at several financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At various times throughout the year, the Organization's cash balances may exceed FDIC insurance. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history from insured and uninsured patients and identifies trends for all funding sources in the aggregate. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

The Organization receives a significant amount of grants from HHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2020 and 2019, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 80% and 76%, respectively, of grants, contracts and contributions revenue.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has met the performance requirements or incurred expenditures in compliance with specific contract or grant provisions, as applicable. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants in the amount of $4,233,420, the majority of which are available through May and June 2021, that have not been recognized at September 30, 2020 because qualifying expenditures have not yet been incurred.

Investment in Limited Liability Company

The Organization was one of eight partners in Primary Health Care Partners (PHCP), a limited liability company organized in New Hampshire. The Organization's investment in PHCP was reported on the equity method due to the Organization's ability to exercise significant influence over reporting and financial policies. The Organization's investment in PHCP amounted to $19,101 at September 30, 2019. PHCP was terminated on December 31, 2019 due to changes in the regulatory environment in New Hampshire. The Organization's capital balance was distributed to the Organization during 2020 in the amount of $12,224, resulting in a recognized loss of $6,877.

Property and Equipment

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than $5,000.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. 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.

340B Drug Pricing Program

LHC, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. LHC contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of LHC and bill insurances on behalf of LHC. Reimbursement received by the pharmacies is remitted to LHC net of dispensing and administrative fees.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit 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 as net assets released from restriction. Contributions whose restrictions are met in the same period as the support was received are recognized as net assets without donor restrictions.

The Organization has adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2018-08, *Not-for-Profit Entities* (Topic 958), *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU No. 2018-08 applies to all entities that receive or make contributions and clarifies the definition of transactions accounted for as an exchange transaction subject to applicable guidance for revenue recognition, and transactions that should be accounted for as contributions (non-exchange transactions) subject to the contribution accounting model. Further, ASU No. 2018-08 provides criteria for evaluating whether contributions are unconditional or conditional. Conditional contributions specify a barrier that the recipient must overcome and a right of return that releases the donor from its obligation if the barrier is not achieved, otherwise the contribution is unconditional. The adoption of ASU No. 2018-08 had no impact on the Organization's net assets, results of its operations, or cash flows.

Functional Expenses

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function of the Organization. Expenses which are allocated between program services and administrative support include employee benefits which are allocated based on direct wages and facilities and related costs which are allocated based upon square footage occupied by the program.

Excess (Deficiency) of Revenue Over Expenses

The consolidated statements of operations reflect the excess (deficiency) of revenue over expenses. Changes in net assets without donor restriction which are excluded from this measure include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap that qualifies for hedge accounting.

Subsequent Events

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through January 28, 2021, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

The Organization had working capital of $3,339,240 and $1,714,485 at September 30, 2020 and 2019, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 75 and 31 at September 30, 2020 and 2019, respectively.

Financial assets available for general expenditure within one year as of September 30 were as follows:

	2020	2019
Cash and cash equivalents	$ 3,504,514	$ 1,422,407
Patient accounts receivable, net	1,277,013	1,237,130
Grants receivable	658,568	452,711
Other receivables	130,004	236,798
Financial assets available	$ 5,570,099	$ 3,349,046

The Organization has certain board-designated assets limited as to use which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors and other assets limited as to use for donor-restricted purposes, which are more fully described in Note 4. Accordingly, these assets have not been included in the quantitave information above.

The Organization's goal is generally to have, at the minimum, the U.S. Health Resources and Services Administration recommended days cash and cash equivalents on hand for operations of 30 days.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 6.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following at September 30:

	2020	2019
Patient accounts receivable	$ 1,587,492	$ 1,397,194
Contract 340B pharmacy program receivables	178,003	75,586
Total patient accounts receivable	1,765,495	1,472,780
Allowance for doubtful accounts	(488,482)	(235,650)
Patient accounts receivable, net	$ 1,277,013	$ 1,237,130

A reconciliation of the allowance for uncollectible accounts follows:

	2020	2019
Balance, beginning of year	$ 235,650	$ 254,097
Provision for bad debts	497,961	398,544
Write-offs	(245,129)	(416,991)
Balance, end of year	$ 488,482	$ 235,650

The provision for bad debts and allowance for uncollectible accounts increased for the year ended and at September 30, 2020, respectively, as a result of complications in the collection process during the COVID-19 pandemic.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows at September 30:

	2020	2019
Medicare	15%	17%
Medicaid	19%	19%

4. Assets Limited as To Use

Assets limited as to use are made up of cash and cash equivalents which are to be used for the following purposes at September 30:

	2020	2019
Repairs and maintenance on the real property collateralizing loans with the United States Department of Agriculture, Rural Development (Rural Development)	$ -	$ 142,092
Board-designated for		
Transportation	16,982	16,982
Working capital	1,391,947	1,391,947
Capital improvements	1,139,165	951,717
Total board-designated	2,548,094	2,360,646
Donor restricted	405,486	440,976
Total	$ 2,953,580	$ 2,943,714

5. Property and Equipment

Property and equipment consists of the following at September 30:

	2020	2019
Land and improvements	$ 1,154,753	$ 1,154,753
Building and improvements	11,661,674	10,970,378
Furniture, fixtures and equipment	1,887,073	1,799,636
Total cost	14,703,500	13,924,767
Less accumulated depreciation	7,115,614	6,667,847
	7,587,886	7,256,920
Construction in progress and assets not in service	207,975	351,658
Property and equipment, net	$ 7,795,861	$ 7,608,578

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

6. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 31 2021, with an interest rate at Prime, but not less than 3.25% (3.25% at September 30, 2020). The line of credit is collateralized by all business assets. There was no outstanding balance as of September 30, 2020 and 2019.

7. Long-Term Debt

Long-term debt consists of the following at September 30:

	2020	2019
Promissory note payable to local bank; see terms outlined below. (1)	**$ 829,242**	$ 851,934
Promissory note payable to local bank; see terms outlined below. (2)	**2,079,808**	-
5.375% promissory note payable to Rural Development, paid in monthly installments of $4,949, which includes interest, through June 2026. The note was collateralized by all tangible property owned by the Organization. The note was paid in full through refinancing on October 2, 2019; see (2) below.	-	335,509
4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note was collateralized by all tangible property owned by the Organization. The note was paid in full through refinancing on October 2, 2019; see (2) below.	-	231,091
4.375% promissory note payable to Rural Development, paid in monthly installments of $5,000, which includes interest, through December 2036. The note was collateralized by all tangible property owned by the Organization. The note was paid in full through refinancing on October 2, 2019; see (2) below.	-	718,732
Total long-term debt	**2,909,050**	2,137,266
Less current maturities	**88,027**	106,190
Long-term debt, less current maturities	**$ 2,821,023**	$ 2,031,076

(1) The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with variable monthly payments of principal and interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and substantively fixes the rate at 4.13%.

(2) On October 2, 2019, the Organization obtained a $2,100,000 promissory note with a local bank, which repaid the notes payable due to Rural Development in the amount of $1,285,332 and included additional financing to renovate the Organization's Newmarket clinical building. The note has a ten-year balloon and is to be paid at the amortization rate of 30 years, with variable monthly principal payments plus interest at the one-month LIBOR rate plus 1.5% through October 2029 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2029 that limits the potential interest rate fluctuation and substantially fixes the rate at 3.173%.

The fair value of the interest rate swap agreements and a previous swap agreement in 2019 was a liability of $217,657 and an asset of $13,512 at September 30, 2020 and 2019, respectively.

The Organization is required to meet certain administrative and financial covenants under the loan agreements included above. In the event of default, the bank has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was in compliance with all loan covenants at September 30, 2020.

Maturities of long-term debt for the next five years and thereafter are as follows at September 30:

2021	$ 88,027
2022	829,785
2023	46,465
2024	47,812
2025	49,543
Thereafter	1,847,418
Total	$ 2,909,050

8. Derivative Financial Instruments

The Organization participates in certain fixed-payor swap contracts related to underlying, variable rate debt obligations. The purpose of these contracts is to protect the Organization against rising interest rates related to the variable rate debt. These contracts qualify for hedge accounting as a cash flow hedge and are reported at fair value as an asset or a liability. The change in fair value of the contracts are reported as change in net assets without donor restrictions. The Organization expects to hold the swap contracts until their respective maturities.

The interest swap contract terms are summarized as follows at September 30:

Entity	Fixed Rate Paid	Variable Rate Received	Notional Amount	2020 Fair Value Asset (Liability)	2019 Fair Value Asset (Liability)	Termination Date	Counterparty
LHC	4.1300 %	2.2578 %	$ 829,242	$ (18,241)	$ 13,512	11-19-2021	TD Bank
FLHC	3.1730 %	1.6568 %	2,061,527	(199,416)	-	10-02-2029	TD Bank
Cumulative unrealized loss				$ (217,657)	$ 13,512		

U.S. GAAP establish a fair value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity (observable inputs that are classified within Levels 1 and 2 of the hierarchy) and the reporting entity's own assumptions about market participant assumptions (unobservable inputs classified within Level 3 of the hierarchy).

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

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

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

The Organization uses inputs other than quoted prices that are observable to value the interest rate swaps. The Organization considers these inputs to be Level 2 inputs in the context of the fair value hierarchy. These values represent the estimated amounts the Organization would receive or pay to terminate agreements, taking into consideration current interest rates and the current creditworthiness of the counterparty.

9. Net Assets

Net assets without donor restrictions are designated for the following purposes at September 30:

	2020	2019
Undesignated	$ 8,031,136	$ 7,371,562
Board-designated	2,548,094	2,360,646
Total	$10,579,230	$ 9,732,208

Net assets with donor restrictions were restricted for the following specific purposes at September 30:

	2020	2019
Temporary in nature:		
Capital improvements	$ 214,647	$ 231,437
Community programs	170,745	181,151
Substance abuse prevention	20,094	28,388
Grants for capital acquisitions not in service	65,285	95,130
Total	$ 470,771	$ 536,106

10. Patient Service Revenue

Patient service revenue was as follows for the years ended September 30:

	2020	2019
Gross charges	$13,852,130	$13,786,408
340B contract pharmacy revenue	1,617,196	1,139,085
Total gross revenue	15,469,326	14,925,493
Contractual adjustments	(5,010,816)	(4,793,060)
Sliding fee discounts	(811,423)	(964,485)
Other patient related revenue	559,716	256,100
Total patient service revenue	$10,206,803	$ 9,424,048

The mix of gross patient service revenue from patients and third-party payers was as follows for the years ended September 30:

	2020	2019
Medicare	14 %	17 %
Medicaid	34 %	31 %
Blue Cross Blue Shield	17 %	17 %
Other payers	22 %	21 %
Self-pay and sliding fee scale patients	13 %	14 %
	100 %	100 %

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. 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, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is primarily reimbursed for medical and ancillary services based on the lesser of actual charges or prospectively set rates for an encounter furnished to a Medicare beneficiary. Certain other services are reimbursed based on fee-for-service rate schedules.

Medicaid

The Organization is primarily reimbursed for medical and ancillary services based on prospectively set rates for an encounter furnished to a Medicaid beneficiary. Certain other services, including most dental services, are reimbursed based on fee-for-service rate schedules.

Other Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates for each Current Procedural Terminology code, which may be less than the Organization's public fee schedule.

Uninsured Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization's sliding fee discount program amounted to $1,041,631 and $1,053,562 for the years ended September 30, 2020 and 2019, respectively. The Organization is able to provide these services with a component of funds received through federal grants.

11. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $292,808 and $300,572 for the years ended September 30, 2020 and 2019, respectively.

12. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of either FTCA or medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

13. Litigation

From time-to-time certain complaints are filed against the Organization in the ordinary course of business. Management vigorously defends the Organization's actions in those cases and utilizes insurance to cover material losses. In the opinion of management, there are no matters that will materially affect the Organization's consolidated financial statements.

SUPPLEMENTARY INFORMATION

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2020

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2020 Consolidated
Current assets				
Cash and cash equivalents	$ 2,205,696	$ 1,298,818	$ -	$ 3,504,514
Patient accounts receivable, net	1,277,013	-	-	1,277,013
Grants receivable	658,568	-	-	658,568
Other receivables	130,004	-	-	130,004
Inventory	129,591	-	-	129,591
Other current assets	147,799	-	-	147,799
Total current assets	4,548,671	1,298,818	-	5,847,489
Assets limited as to use	2,953,580	-	-	2,953,580
Property and equipment, net	6,009,215	1,786,646	-	7,795,861
Total assets	$ 13,511,466	$ 3,085,464	$ -	$ 16,596,930

LIABILITIES AND NET ASSETS

Current liabilities				
Accounts payable and accrued expenses	$ 578,888	$ -	$ -	$ 578,888
Accrued payroll and related expenses	1,322,364	-	-	1,322,364
Deferred revenue	72,421	-	-	72,421
Due to affiliate				
Provider Relief Funds	196,549	-	-	196,549
COVID-19 Emergency Healthcare System Relief Fund refundable advance	250,000	-	-	250,000
Due to (from) affiliate	22,604	(22,604)	-	-
Current maturities of long-term debt	44,453	43,574	-	88,027
Total current liabilities	2,487,279	20,970	-	2,508,249
Long-term debt, less current maturities	784,789	2,036,234	-	2,821,023
Fair value of interest rate swap	18,241	199,416	-	217,657
Due to (from) affiliate	1,104,410	(1,104,410)	-	-
Total liabilities	4,394,719	1,152,210	-	5,546,929
Net assets				
Without donor restrictions	8,645,976	1,933,254	-	10,579,230
With donor restrictions	470,771	-	-	470,771
Total net assets	9,116,747	1,933,254	-	11,050,001
Total liabilities and net assets	$ 13,511,466	$ 3,085,464	$ -	$ 16,596,930

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2019

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2019 Consolidated
Current assets				
Cash and cash equivalents	$ 453,924	$ 968,483	$ -	$ 1,422,407
Patient accounts receivable, net	1,237,130	-	-	1,237,130
Grants receivable	452,711	-	-	452,711
Other receivables	236,798	59,797	(59,797)	236,798
Inventory	81,484	-	-	81,484
Other current assets	78,405	-	-	78,405
Total current assets	2,540,452	1,028,280	(59,797)	3,508,935
Investment in limited liability company	19,101	-	-	19,101
Assets limited as to use	2,861,010	82,704	-	2,943,714
Fair value of interest rate swap	13,512	-	-	13,512
Property and equipment, net	5,718,217	1,890,361	-	7,608,578
Total assets	$ 11,152,292	$ 3,001,345	$ (59,797)	$ 14,093,840

LIABILITIES AND NET ASSETS

Current liabilities				
Accounts payable and accrued expenses	$ 701,615	$ -	$ (59,797)	$ 641,818
Accrued payroll and.related expenses	961,024	-	-	961,024
Deferred revenue	85,418	-	-	85,418
Current maturities of long-term debt	65,417	40,773	-	106,190
Total current liabilities	1,813,474	40,773	(59,797)	1,794,450
Long-term debt, less current maturities	1,122,027	909,049	-	2,031,076
Total liabilities	2,935,501	949,822	(59,797)	3,825,526
Net assets				
Without donor restrictions	7,680,685	2,051,523	-	9,732,208
With donor restrictions	536,106	-	-	536,106
Total net assets	8,216,791	2,051,523	-	10,268,314
Total liabilities and net assets	$ 11,152,292	$ 3,001,345	$ (59,797)	$ 14,093,840

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2020

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2020 Consolidated
Operating revenue				
Patient service revenue	$10,206,803	$ -	$ -	$10,206,803
Provision for bad debts	(497,961)	-	-	(497,961)
Net patient service revenue	9,708,842	-	-	9,708,842
Rental income	176,353	227,916	(227,916)	176,353
Grants, contracts and contributions	5,663,601	-	-	5,663,601
Paycheck Protection Program	2,152,212	-	-	2,152,212
Other operating revenue	410,188	121	-	410,309
Net assets released from restriction for operations	242,945	-	-	242,945
Total operating revenue	18,354,141	228,037	(227,916)	18,354,262
Operating expenses				
Salaries and wages	11,106,208	-	-	11,106,208
Employee benefits	2,096,040	-	-	2,096,040
Supplies	747,665	-	-	747,665
Purchased services	1,691,103	182	-	1,691,285
Facilities	798,038	4,300	(227,916)	574,422
Other operating expenses	474,659	-	-	474,659
Insurance	140,572	-	-	140,572
Depreciation	352,880	109,888	-	462,768
Interest expense	79,288	32,520	-	111,808
Total operating expenses	17,486,453	146,890	(227,916)	17,405,427
Excess of revenue over expenses	867,688	81,147	-	948,835
Change in fair value of interest rate swap	(31,753)	(199,416)	-	(231,169)
Net assets released from restriction for capital acquisition	129,356	-	-	129,356
Increase (decrease) in net assets without donor restrictions	$ 965,291	$ (118,269)	$ -	$ 847,022

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2019

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2019 Consolidated
Operating revenue				
Patient service revenue	$ 9,424,048	$ -	$ -	$ 9,424,048
Provision for bad debts	(398,544)	-	-	(398,544)
Net patient service revenue	9,025,504	-	-	9,025,504
Rental income	194,443	227,916	(227,916)	194,443
Grants, contracts and contributions	6,104,270	-	-	6,104,270
Other operating revenue	1,162,752	103	-	1,162,855
Net assets released from restriction for operations	75,197	-	-	75,197
Total operating revenue	16,562,166	228,019	(227,916)	16,562,269
Operating expenses				
Salaries and wages	10,583,987	-	-	10,583,987
Employee benefits	2,056,956	-	-	2,056,956
Supplies	646,620	-	-	646,620
Purchased services	1,751,922	128	-	1,752,050
Facilities	808,327	300	(227,916)	580,711
Other operating expenses	611,489	3,012	-	614,501
Insurance	145,114	-	-	145,114
Depreciation	351,790	109,272	-	461,062
Interest	64,359	43,658	-	108,017
Total operating expenses	17,020,564	156,370	(227,916)	16,949,018
(Deficiency) excess of revenue over expenses	(458,398)	71,649	-	(386,749)
Change in fair value of interest rate swap	26,916	-	-	26,916
Net assets released from restriction for capital acquisition	31,012	-	-	31,012
(Decrease) increase in net assets without donor restrictions	$ (400,470)	$ 71,649	$ -	$ (328,821)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2020

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2020 Consolidated
Net assets without donor restrictions			
Excess of revenue over expenses	$ 867,688	$ 81,147	$ 948,835
Change in fair value of interest rate swap	(31,753)	(199,416)	(231,169)
Net assets released from restriction for capital acquisition	129,356	-	129,356
Increase (decrease) in net assets without donor restrictions	965,291	(118,269)	847,022
Net assets with donor restrictions			
Contributions	224,245	-	224,245
Grants for capital acquisition	82,721	-	82,721
Net assets released from restriction for operations	(242,945)	-	(242,945)
Net assets released from restrictions for capital acquisition	(129,356)	-	(129,356)
Decrease in net assets with donor restrictions	(65,335)	-	(65,335)
Change in net assets	899,956	(118,269)	781,687
Net assets, beginning of year	8,216,791	2,051,523	10,268,314
Net assets, end of year	$ 9,116,747	$ 1,933,254	$11,050,001

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2019

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2019 Consolidated
Net assets without donor restrictions			
(Deficiency) excess of revenue over expenses	$ (458,398)	$ 71,649	$ (386,749)
Change in fair value of interest rate swap	26,916	-	26,916
Net assets released from restriction for capital acquisition	31,012	-	31,012
(Decrease) increase in net assets without donor restrictions	(400,470)	71,649	(328,821)
Net assets with donor restrictions			
Contributions	205,027	-	205,027
Grants for capital acquisition	126,142	-	126,142
Net assets released from restrictions for operations	(75,197)	-	(75,197)
Net assets released from restriction for capital acquisition	(31,012)	-	(31,012)
Increase in net assets with donor restrictions	224,960	-	224,960
Change in net assets	(175,510)	71,649	(103,861)
Net assets, beginning of year	8,392,301	1,979,874	10,372,175
Net assets, end of year	$ 8,216,791	$ 2,051,523	$10,268,314

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LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2021 and 2020

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2021 and 2020, and the related consolidated statements of operations, functional expenses, changes in net assets and cash flows for the years then ended, 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 U.S. generally accepted accounting principles; 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. 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 auditor's 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.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2021 and 2020, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, during the year ended September 30, 2021, Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2021 and 2020, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position, results of operations and changes in net assets of the individual entities, and are 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 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 U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 26, 2022

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2021 and 2020

ASSETS

	2021	2020
Current assets		
Cash and cash equivalents	$ 3,777,557	$ 3,504,514
Patient accounts receivable	1,389,692	1,396,652
Grants receivable	724,399	658,568
Other receivables	137,513	130,004
Inventory	177,384	129,591
Other current assets	262,941	147,799
Total current assets	6,469,486	5,967,128
Assets limited as to use	4,003,423	2,953,580
Property and equipment, net	7,507,299	7,795,861
Total assets	$17,980,208	$16,716,569

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 540,324	$ 578,888
Accrued payroll and related expenses	1,306,202	1,322,364
Due to third party payers	241,394	119,639
Deferred revenue	423,922	72,421
Provider Relief Fund refundable advance	-	196,549
COVID-19 Emergency Healthcare System Relief Fund refundable advance	-	250,000
Current maturities of long-term debt	90,068	88,027
Total current liabilities	2,601,910	2,627,888
Long-term debt, less current maturities	2,749,747	2,821,023
Fair value of interest rate swaps	67,441	217,657
Total liabilities	5,419,098	5,666,568
Net assets		
Without donor restrictions	11,947,776	10,579,230
With donor restrictions	613,334	470,771
Total net assets	12,561,110	11,050,001
Total liabilities and net assets	$17,980,208	$16,716,569

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2021 and 2020

	2021	2020
Operating revenue		
Net patient service revenue	**$10,386,518**	$ 9,708,842
Rental income	**181,128**	176,353
Grants, contracts and contributions	**8,644,519**	5,663,601
Paycheck Protection Program	**-**	2,152,212
Other operating revenue	**634,309**	410,309
Net assets released from restriction for operations	**364,248**	242,945
Total operating revenue	**20,210,722**	18,354,262
Operating expenses		
Salaries and wages	**11,309,801**	11,106,208
Employee benefits	**2,258,427**	2,096,040
Supplies	**954,094**	747,665
Purchased services	**2,504,470**	1,691,285
Facilities	**667,034**	574,422
Other operating expenses	**860,344**	474,659
Insurance	**140,849**	140,572
Depreciation	**476,470**	462,768
Interest	**102,602**	111,808
Total operating expenses	**19,274,091**	17,405,427
Excess of revenue over expenses	**936,631**	948,835
Change in fair value of interest rate swaps	**150,216**	(231,169)
Grants for capital acquisition	**216,414**	-
Net assets released from restriction for capital acquisition	**65,285**	129,356
Increase in net assets without donor restrictions	**$ 1,368,546**	$ 847,022

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Functional Expenses

Year Ended September 30, 2021

	Healthcare Services	AHEC/PHN	Total Program Services	Administration and Support Services	Total
Salaries and wages	$ 9,107,974	$ 453,641	$ 9,561,615	$ 1,748,186	**$ 11,309,801**
Employee benefits	1,627,746	83,428	1,711,174	547,253	**2,258,427**
Supplies	924,304	6,075	930,379	23,715	**954,094**
Purchased services	1,062,898	418,398	1,481,296	1,023,174	**2,504,470**
Facilities	475,941	26,042	501,983	165,051	**667,034**
Other	379,745	57,277	437,022	423,322	**860,344**
Insurance	-	-	-	140,849	**140,849**
Depreciation	-	-	-	476,470	**476,470**
Interest	-	-	-	102,602	**102,602**
Allocated program support	1,373,345	93,217	1,466,562	(1,466,562)	-
Total	**$ 14,951,953**	**$ 1,138,078**	**$ 16,090,031**	**$ 3,184,060**	**$ 19,274,091**

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Functional Expenses

Year Ended September 30, 2020

	Healthcare Services	AHEC/PHN	Transportation	Total Program Services	Administration and Support Services	Total
Salaries and wages	$ 8,372,143	$ 498,707	$ 69,857	$ 8,940,707	$ 2,165,501	$ 11,106,208
Employee benefits	1,567,514	93,157	12,726	1,673,397	422,643	2,096,040
Supplies	708,447	7,255	-	715,702	31,963	747,665
Purchased services	879,416	114,614	-	994,030	697,255	1,691,285
Facilities	23,488	402	8,652	32,542	541,880	574,422
Other	166,743	61,261	-	228,004	246,655	474,659
Insurance	-	-	7,673	7,673	132,899	140,572
Depreciation	-	-	26,400	26,400	436,368	462,768
Interest	-	-	-	-	111,808	111,808
Allocated program support	754,724	74,216	14,538	843,478	(843,478)	-
Allocated occupancy costs	817,796	35,153	4,641	857,590	(857,590)	-
Total	$ 13,290,271	$ 884,765	$ 144,487	$ 14,319,523	$ 3,085,904	$ 17,405,427

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2021 and 2020

	2021	2020
Net assets without donor restrictions		
Excess of revenue over expenses	$ 936,631	$ 948,835
Change in fair value of interest rate swaps	150,216	(231,169)
Grants for capital acquisition	216,414	-
Net assets released from restriction for capital acquisition	65,285	129,356
Increase in net assets without donor restrictions	1,368,546	847,022
Net assets with donor restrictions		
Contributions	572,096	224,245
Grants for capital acquisition	-	82,721
Net assets released from restriction for operations	(364,248)	(242,945)
Net assets released from restriction for capital acquisition	(65,285)	(129,356)
Increase (decrease) in net assets with donor restrictions	142,563	(65,335)
Change in net assets	1,511,109	781,687
Net assets, beginning of year	11,050,001	10,268,314
Net assets, end of year	$12,561,110	$11,050,001

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2021 and 2020

	2021	2020
Cash flows from operating activities		
Change in net assets	$ 1,511,109	$ 781,687
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	476,470	462,768
Equity in earnings of limited liability company	-	6,877
Change in fair value of interest rate swaps	(150,216)	231,169
Grants for capital acquisition	(216,414)	(82,721)
(Increase) decrease in the following assets:		
Patient accounts receivable	6,960	(39,883)
Grants receivable	(65,831)	(205,857)
Other receivable	(7,509)	106,794
Inventory	(47,793)	(48,107)
Other current assets	(115,142)	(69,394)
(Decrease) increase in the following liabilities:		
Accounts payable and accrued expenses	80,263	(3,984)
Accrued payroll and related expenses	(16,162)	361,340
Due to third-party payers	121,755	-
Deferred revenue	351,501	(12,997)
Provider Relief Fund refundable advance	(196,549)	196,549
COVID-19 Emergency Healthcare System Relief Fund refundable advance	(250,000)	250,000
Net cash provided by operating activities	1,482,442	1,934,241
Cash flows from investing activities		
Equity distribution from limited liability company	-	12,224
Capital acquisitions	(306,735)	(708,997)
Net cash used by investing activities	(306,735)	(696,773)
Cash flows from financing activities		
Grants for capital acquisition	216,414	82,721
Proceeds from issuance of long-term debt	-	2,100,000
Principal payments on long-term debt	(69,235)	(1,328,216)
Net cash (used) provided by financing activities	147,179	854,505
Net increase in cash and cash equivalents and restricted cash	1,322,886	2,091,973
Cash and cash equivalents and restricted cash, beginning of year	6,458,094	4,366,121
Cash and cash equivalents and restricted cash, end of year	$ 7,780,980	$ 6,458,094

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows (Concluded)

Years Ended September 30, 2021 and 2020

	2021	2020
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 3,777,557	$ 3,504,514
Assets limited as to use	4,003,423	2,953,580
	$ 7,780,980	$ 6,458,094
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 102,602	$ 111,808
Capital expenditures included in accounts payable	$ -	$ 118,827

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

Organization

Lamprey Health Care, Inc. (LHC) is a not-for-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide high quality family health, medical and behavioral health services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a not-for-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

1. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Organization to report information in the consolidated financial statements according to the following net asset classifications:

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity, of which there were none in 2021 or 2020.

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

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

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

COVID-19

In March 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. In adhering to guidelines issued by the State of New Hampshire and the Center for Disease Control and Prevention, the Organization took steps to create safe distances between both staff and patients. All providers received the necessary equipment to allow for medical and behavioral health visits using telehealth. Facility modifications included installation of plexi-glass partitions, restructuring of work stations to allow for 6 feet between staff, heating, ventilation, and air conditioning systems were modified to improve air exchange rates and tents and awnings were setup to allow screening, testing and vaccine administration outside of the four walls of the clinics. In addition, the Organization created contained infection control wings at all sites to evaluate and treat patients that screen positive for COVID-19 and deployed a mobile health van to provide testing, vaccination and other service capacity to other areas of the community.

The Organization received a loan in the amount of $2,152,212 in April 2020 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement (PPPHCE) Act. The PPP was subject to forgiveness, upon the Organization's request, to the extent that the proceeds were used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Organization during a specific covered period. The Organization determined the conditions for forgiveness were substantially met during the year ended September 30, 2020 and recorded revenue equal to the full amount of the PPP. The Organization was notified in June 2021 the PPP was fully forgiven by the SBA and the lender. The PPP can be audited by the SBA for up to six years from the date of forgiveness.

The CARES Act and the PPPHCE Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services (HHS). The Organization received PRF in the amount of $196,549 during the year ended September 30, 2020, incurred qualifying expenditures of $196,549 during the year ended September 30, 2021 and recorded grant revenue equal to the qualifying expenditures in 2021. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, the amount of income allowed to be recognized may change. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

During May 2020, the Organization received a loan in the amount of $250,000 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State, Department of Health and Human Services and available for use through December 30, 2020. The Relief Loan had the potential to be converted to a grant at the sole discretion of the State. The Relief Loan was converted to a grant on October 9, 2020 and recognized as revenue at that time.

Cash and Cash Equivalents

Cash and cash equivalents consist of business checking and savings accounts as well as petty cash funds.

The Organization maintains cash balances at several financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At various times throughout the year, the Organization's cash balances may exceed FDIC insurance. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk.

Revenue Recognition and Patient Accounts Receivable

During the year ended September 30, 2021, the Organization has adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance, which supersedes accounting standards that previously existed under U.S. GAAP and provides a single revenue model to address revenue recognition to be applied by all companies. Under the new standard, organizations recognize revenue when a customer obtains control of promised goods or services in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods and services. Topic 606 also requires organizations to disclose additional information, including the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Organization elected to adopt this ASU retrospectively with the cumulative effect recognized at the date of initial application; therefore, the consolidated financial statements and related notes have been presented accordingly.

The adoption of Topic 606 had no impact on the Organization's net assets, results of its operations, or cash flows. The adoption of Topic 606 did change how implicit price concessions are presented in the consolidated financial statements. Under the previous standards, the estimate for amounts not expected to be collected based upon historical experience was reflected as a provision for doubtful accounts, and presented separately as an offset to net patient service revenue. Under the new standards, the estimate for amounts not expected to be collected based on historical experience continues to be recognized as a reduction to net revenue, but not reflected separately as provision for doubtful accounts.

The impact of the adoption on the consolidated statement of operations for the year ended September 30, 2020 was as follows:

	As Originally Reported	Adjustments due to Topic 606 Adoption	Revised Balance
Patient service revenue	$ 10,206,803	$ (497,961)	$ 9,708,842
Provision for bad debts	(497,961)	497,961	-
Net patient service revenue	$ 9,708,842	$ -	$ 9,708,842

Patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payers (including commercial insurers and governmental programs).

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligation for medical, behavioral health and ancillary services from the commencement of a face-to-face encounter with a patient to the completion of the encounter. Ancillary services provided the same day as the face-to-face encounter are considered to be part of the performance obligation and are not deemed to be separate performance obligations. The Organization measures the performance obligation for contract pharmacy services based on when the prescription is dispensed to the patient as reported to the Organization by the third-party administrator. The Organization's performance obligations are satisfied at a point in time.

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

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

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payer. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payer or group of payers will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. Payer concentrations are disclosed in Note 9.

The Organization bills the patients and third-party payers several days after the services are performed. A summary of payment arrangements follows:

Medicare

The Organization is primarily reimbursed for medical, behavioral health and ancillary services based on the lesser of actual charges or prospectively set rates for all FQHC services furnished to a Medicare beneficiary on the same day when an FQHC furnishes a face-to-face FQHC visit. Certain other services are reimbursed based on fee-for-service rate schedules.

Medicaid

The Organization is primarily reimbursed for medical, behavioral health and ancillary services based on prospectively set rates for an encounter furnished to a Medicaid beneficiary on the same day when an FQHC furnishes a face-to-face FQHC visit. Certain other services are reimbursed based on fee-for-service rate schedules.

Other Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates for each Current Procedural Terminology code, which may be less than the Organization's public fee schedule.

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization's sliding fee discount policy amounted to $1,000,557 and $1,041,631 for the years ended September 30, 2021 and 2020, respectively. The Organization is able to provide these services with a component of funds received through local community support and federal grants.

For uninsured patients who do not qualify under the Organization's sliding fee discount program, the Organization bills the patient based on the Organization's standard rates for services provided. Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

340B Contract Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization contracts with local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. 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, Medicaid, and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances and consisted of the following at September 30:

	2021	2020
Medical and dental patient accounts receivable	$ 1,210,952	$ 1,099,010
Contract 340B pharmacy program receivables	178,740	297,642
Total patient accounts receivable	$ 1,389,692	$ 1,396,652

Accounts receivable at October 1, 2019 were $1,237,130.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The accounts receivable from patients and third-party payers, net of allowances, were as follows at September 30:

	2021	2020
Governmental plans		
Medicare	22 %	20 %
Medicaid	35 %	33 %
Commercial payers	21 %	24 %
Patient	22 %	23 %
Total	100 %	100 %

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

The Organization receives a significant amount of grants from HHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2021 and 2020, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 78% and 80%, respectively, of grants, contracts and contributions revenue.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has met the performance requirements or incurred expenditures in compliance with specific contract or grant provisions, as applicable. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants in the amount of $3,779,537 and $2,968,196, which are primarily available through May and June 2022 and March 2023, respectively, that have not been recognized at September 30, 2021 because qualifying expenditures have not yet been incurred.

The Organization also received a capital grant, *Health Center Infrastructure Support*, in the amount of $671,534, which is available for use for approved capital projects through September 14, 2024. The Organization intends to use this grant for renovations of the Organization's Nashua, New Hampshire facility. See Note 4 for further discussion regarding the project.

Assets Limited as to Use

Assets limited as to use include cash and cash equivalents designated by the Board of Directors for specific projects or purposes as discussed further in Note 3.

Property and Equipment

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than $5,000.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit 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 as net assets released from restriction. Contributions whose restrictions are met in the same period as the support was received are recognized as net assets without donor restrictions.

Functional Expenses

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function of the Organization. Expenses allocated between program services and administrative support include employee benefits which are allocated based on direct wages, facilities which are based upon square footage occupied by the program, human resources and information technology which is based upon employee worked hours attributed to the program.

Excess of Revenue over Expenses

The consolidated statements of operations reflect the excess of revenue over expenses. Changes in net assets without donor restrictions, which are excluded from this measure include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap that qualifies for hedge accounting.

Subsequent Events

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through January 26, 2022, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit (Note 5).

The Organization had working capital of $3,867,576 and $3,339,240 at September 30, 2021 and 2020, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 73 and 75 at September 30, 2021 and 2020, respectively.

Financial assets available for general expenditure within one year as of September 30 were as follows:

	2021	2020
Cash and cash equivalents	$ 3,777,557	$ 3,504,514
Patient accounts receivable, net	1,389,692	1,396,652
Grants receivable	724,399	658,568
Other receivables	137,513	130,004
Financial assets available	$ 6,029,161	$ 5,689,738

The Organization has certain board-designated assets limited as to use which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors and other assets limited as to use for donor-restricted purposes, which are more fully described in Note 3. Accordingly, these assets have not been included in the quantitative information above.

The Organization's goal is generally to have, at the minimum, the U.S. Health Resources and Services Administration recommended days cash and cash equivalents on hand for operations of 30 days.

3. Assets Limited as To Use

Assets limited as to use are made up of cash and cash equivalents which are to be used for the following purposes at September 30:

	2021	2020
Board-designated for		
Transportation	$ 27,059	$ 16,982
Working capital	1,641,947	1,391,947
Capital improvements	1,677,051	1,139,165
Other	79,755	-
Total board-designated	3,425,812	2,548,094
Donor restricted	577,611	405,486
Total	$ 4,003,423	$ 2,953,580

4. Property and Equipment

Property and equipment consists of the following at September 30:

	2021	2020
Land and improvements	$ 1,154,753	$ 1,154,753
Building and improvements	11,831,191	11,661,674
Furniture, fixtures and equipment	1,835,579	1,887,073
Total cost	14,821,523	14,703,500
Less accumulated depreciation	7,397,168	7,115,614
	7,424,355	7,587,886
Construction in progress and assets not in service	82,944	207,975
Property and equipment, net	$ 7,507,299	$ 7,795,861

The construction in progress at September 30, 2021 primarily relates to the renovations of the Organization's Nashua, New Hampshire facility to expand clinical space and reconfigure existing space for improved workflows for increased patient access and improved patient experience. The total project cost is estimated at $2,548,439 and anticipated to be funded by a capital grant, board designated and donor restricted cash and debt financing. The renovation is projected to be completed before the expiration of the capital grant in September 2024.

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

5. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 2022, with an interest rate at Prime, but not less than 3.25% (3.25% at September 30, 2021). The line of credit is collateralized by all business assets. There was no outstanding balance as of September 30, 2021 and 2020.

6. Long-Term Debt

Long-term debt consists of the following at September 30:

	2021	2020
Promissory note payable to local bank; see terms outlined below. (1)	$ 811,195	$ 829,242
Promissory note payable to local bank; see terms outlined below. (2)	2,028,620	2,079,808
Total long-term debt	2,839,815	2,909,050
Less current maturities	90,068	88,027
Long-term debt, less current maturities	$ 2,749,747	$ 2,821,023

(1) The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with variable monthly payments of principal and interest at 85% of the one-month LIBOR rate plus 2.125% through February 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and substantively fixes the rate at 4.13%. On December 17, 2021, the Organization received a commitment from a local bank to refinance the debt with a ten-year balloon note to be paid at the amortization rate of 30 years, with variable monthly payments of principal and interest and will obtain another interest rate swap agreement resulting in a fixed rate of 3.46%. Maturities have been presented based on the terms of the refinancing.

(2) The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with variable monthly principal payments plus interest at the one-month LIBOR rate plus 1.5% through October 2029 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2029 that limits the potential interest rate fluctuation and substantially fixes the rate at 3.173%.

The Organization is required to meet certain administrative and financial covenants under the loan agreements included above. In the event of default, the bank has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was in compliance with all loan covenants at September 30, 2021.

Maturities of long-term debt for the next five years and thereafter are as follows at September 30:

2022	$ 90,068
2023	92,538
2024	94,909
2025	97,686
2026	100,374
Thereafter	2,364,240
Total	$ 2,839,815

7. Derivative Financial Instruments

The Organization participates in certain fixed-payer swap contracts related to underlying, variable rate debt obligations. The purpose of these contracts is to protect the Organization against rising interest rates related to the variable rate debt. These contracts qualify for hedge accounting as a cash flow hedge and are reported at fair value as an asset or a liability. As a perfectly effective cash flow hedge, the change in fair value of the contracts is reported in the change in net assets without donor restrictions. The Organization expects to hold the swap contracts until their respective maturities.

The interest swap contract terms are summarized as follows at September 30:

Entity	Fixed Rate Paid	Variable Rate Received	Notional Amount	**2021 Fair Value Asset (Liability)**	2020 Fair Value Asset (Liability)	Termination Date	Counterparty
LHC	4.1300 %	2.1993 %	$ 805,486	**$ (2,632)**	$ (18,241)	01-19-2022	TD Bank
FLHC	3.1730 %	1.5825 %	2,017,954	**(64,809)**	(199,416)	10-02-2029	TD Bank
Cumulative unrealized loss				**$ (67,441)**	$ (217,657)		

U.S. GAAP establish a fair value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity (observable inputs that are classified within Levels 1 and 2 of the hierarchy) and the reporting entity's own assumptions about market participant assumptions (unobservable inputs classified within Level 3 of the hierarchy).

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

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

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

The Organization uses inputs other than quoted prices that are observable to value the interest rate swaps. The Organization considers these inputs to be Level 2 inputs in the context of the fair value hierarchy. These values represent the estimated amounts the Organization would receive or pay to terminate agreements, taking into consideration current interest rates and the current creditworthiness of the counterparty (present value of expected cash flows).

8. Net Assets

Net assets without donor restrictions are designated for the following purposes at September 30:

	2021	2020
Undesignated	$ 8,521,964	$ 8,031,136
Board-designated (Note 3)	3,425,812	2,548,094
Total	$11,947,776	$10,579,230

Net assets with donor restrictions were restricted for the following specific purposes at September 30:

	2021	2020
Temporary in nature:		
Capital improvements	$ 214,647	$ 214,647
Community programs	382,817	170,745
Substance abuse prevention	15,870	20,094
Grants for capital acquisitions not in service	-	65,285
Total	$ 613,334	$ 470,771

9. Patient Service Revenue

Patient service revenue was as follows for the years ended September 30:

	2021	2020
Gross charges	**$14,780,770**	$13,852,130
340B contract pharmacy revenue	**1,853,873**	1,617,196
Total gross revenue	**16,634,643**	15,469,326
Contractual adjustments and implicit price concessions	**(5,684,212)**	(5,514,248)
Sliding fee discounts	**(777,588)**	(811,423)
Other patient related revenue	**213,675**	565,187
Total patient service revenue	**$10,386,518**	$ 9,708,842

The mix of net patient service revenue from patients and third-party payers was as follows for the years ended September 30:

	2021	2020
Medicare	**14 %**	16 %
Medicaid	**42 %**	46 %
Other payers	**41 %**	36 %
Self-pay and sliding fee scale patients	**3 %**	2 %
	100 %	100 %

10. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $281,223 and $292,808 for the years ended September 30, 2021 and 2020, respectively.

11. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2021, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of either FTCA or medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

12. Litigation

From time-to-time certain complaints are filed against the Organization in the ordinary course of business. Management vigorously defends the Organization's actions in those cases and utilizes insurance to cover material losses. In the opinion of management, there are no matters that will materially affect the Organization's consolidated financial statements.

SUPPLEMENTARY INFORMATION

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2021

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2021 Consolidated
Current assets			
Cash and cash equivalents	$ 2,297,060	$ 1,480,497	$ 3,777,557
Patient accounts receivable	1,389,692	-	1,389,692
Grants receivable	724,399	-	724,399
Other receivables	137,513	-	137,513
Inventory	177,384	-	177,384
Other current assets	262,941	-	262,941
Total current assets	4,988,989	1,480,497	6,469,486
Assets limited as to use	4,003,423	-	4,003,423
Property and equipment, net	5,830,543	1,676,756	7,507,299
Total assets	$ 14,822,955	$ 3,157,253	$ 17,980,208

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 537,394	$ 2,930	$ 540,324
Accrued payroll and related expenses	1,306,202	-	1,306,202
Due to third party payers	241,394	-	241,394
Deferred revenue	423,922	-	423,922
Due to affiliate			
Due to (from) affiliate	21,985	(21,985)	-
Current maturities of long-term debt	45,072	44,996	90,068
Total current liabilities	2,575,969	25,941	2,601,910
Long-term debt, less current maturities	766,123	1,983,624	2,749,747
Fair value of interest rate swap	2,632	64,809	67,441
Due to (from) affiliate	1,073,876	(1,073,876)	-
Total liabilities	4,418,600	1,000,498	5,419,098
Net assets			
Without donor restrictions	9,791,021	2,156,755	11,947,776
With donor restrictions	613,334	-	613,334
Total net assets	10,404,355	2,156,755	12,561,110
Total liabilities and net assets	$ 14,822,955	$ 3,157,253	$ 17,980,208

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2020

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2020 Consolidated
Current assets			
Cash and cash equivalents	$ 2,205,696	$ 1,298,818	$ 3,504,514
Patient accounts receivable	1,396,652	-	1,396,652
Grants receivable	658,568	-	658,568
Other receivables	130,004	-	130,004
Inventory	129,591	-	129,591
Other current assets	147,799	-	147,799
Total current assets	4,668,310	1,298,818	5,967,128
Assets limited as to use	2,953,580	-	2,953,580
Property and equipment, net	6,009,215	1,786,646	7,795,861
Total assets	$ 13,631,105	$ 3,085,464	$ 16,716,569

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 578,888	$ -	$ 578,888
Accrued payroll and related expenses	1,322,364	-	1,322,364
Due to third party payers	119,639	-	119,639
Deferred revenue	72,421	-	72,421
Provider Relief Fund refundable advance	196,549	-	196,549
COVID-19 Emergency Healthcare System Relief Fund refundable advance	250,000	-	250,000
Due to (from) affiliate	22,604	(22,604)	-
Current maturities of long-term debt	44,453	43,574	88,027
Total current liabilities	2,606,918	20,970	2,627,888
Long-term debt, less current maturities	784,789	2,036,234	2,821,023
Fair value of interest rate swap	18,241	199,416	217,657
Due to (from) affiliate	1,104,410	(1,104,410)	-
Total liabilities	4,514,358	1,152,210	5,666,568
Net assets			
Without donor restrictions	8,645,976	1,933,254	10,579,230
With donor restrictions	470,771	-	470,771
Total net assets	9,116,747	1,933,254	11,050,001
Total liabilities and net assets	$ 13,631,105	$ 3,085,464	$ 16,716,569

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2021

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2021 Consolidated
Operating revenue				
Patient service revenue	$10,386,518	$ -	$ -	$10,386,518
Rental income	181,128	227,916	(227,916)	181,128
Grants, contracts and contributions	8,644,519	-	-	8,644,519
Other operating revenue	634,169	140	-	634,309
Net assets released from restriction for operations	364,248	-	-	364,248
Total operating revenue	20,210,582	228,056	(227,916)	20,210,722
Operating expenses				
Salaries and wages	11,309,801	-	-	11,309,801
Employee benefits	2,258,427	-	-	2,258,427
Supplies	954,094	-	-	954,094
Purchased services	2,504,395	75	-	2,504,470
Facilities	885,776	9,174	(227,916)	667,034
Other operating expenses	856,309	4,035	-	860,344
Insurance	140,849	-	-	140,849
Depreciation	366,581	109,889	-	476,470
Interest expense	86,613	15,989	-	102,602
Total operating expenses	19,362,845	139,162	(227,916)	19,274,091
Excess of revenue over expenses	847,737	88,894	-	936,631
Change in fair value of interest rate swap	15,609	134,607	-	150,216
Grants for capital acquisition	216,414	-	-	216,414
Net assets released from restriction for capital acquisition	65,285	-	-	65,285
Increase in net assets without donor restrictions	$ 1,145,045	$ 223,501	$ -	$ 1,368,546

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2020

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2020 Consolidated
Operating revenue				
Patient service revenue	$ 9,708,842	$ -	$ -	$ 9,708,842
Rental income	176,353	227,916	(227,916)	176,353
Grants, contracts and contributions	5,663,601	-	-	5,663,601
Paycheck Protection Program	2,152,212	-	-	2,152,212
Other operating revenue	410,188	121	-	410,309
Net assets released from restriction for operations	242,945	-	-	242,945
Total operating revenue	18,354,141	228,037	(227,916)	18,354,262
Operating expenses				
Salaries and wages	11,106,208	-	-	11,106,208
Employee benefits	2,096,040	-	-	2,096,040
Supplies	747,665	-	-	747,665
Purchased services	1,691,103	182	-	1,691,285
Facilities	798,038	4,300	(227,916)	574,422
Other operating expenses	474,659	-	-	474,659
Insurance	140,572	-	-	140,572
Depreciation	352,880	109,888	-	462,768
Interest	79,288	32,520	-	111,808
Total operating expenses	17,486,453	146,890	(227,916)	17,405,427
Excess of revenue over expenses	867,688	81,147	-	948,835
Change in fair value of interest rate swap	(31,753)	(199,416)	-	(231,169)
Net assets released from restriction for capital acquisition	129,356	-	-	129,356
Increase (decrease) in net assets without donor restrictions	$ 965,291	$ (118,269)	$ -	$ 847,022

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2021

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2021 Consolidated
Net assets without donor restrictions			
Excess of revenue over expenses	$ 847,737	$ 88,894	$ 936,631
Change in fair value of interest rate swap	15,609	134,607	150,216
Grants for capital acquisition	216,414	-	216,414
Net assets released from restriction for capital acquisition	65,285	-	65,285
Increase in net assets without donor restrictions	1,145,045	223,501	1,368,546
Net assets with donor restrictions			
Contributions	572,096	-	572,096
Net assets released from restriction for operations	(364,248)	-	(364,248)
Net assets released from restrictions for capital acquisition	(65,285)	-	(65,285)
Increase in net assets with donor restrictions	142,563	-	142,563
Change in net assets	1,287,608	223,501	1,511,109
Net assets, beginning of year	9,116,747	1,933,254	11,050,001
Net assets, end of year	$10,404,355	$ 2,156,755	$12,561,110

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2020

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2020 Consolidated
Net assets without donor restrictions			
Excess of revenue over expenses	$ 867,688	$ 81,147	$ 948,835
Change in fair value of interest rate swap	(31,753)	(199,416)	(231,169)
Net assets released from restriction for capital acquisition	129,356	-	129,356
Increase (decrease) in net assets without donor restrictions	965,291	(118,269)	847,022
Net assets with donor restrictions			
Contributions	224,245	-	224,245
Grants for capital acquisition	82,721	-	82,721
Net assets released from restrictions for operations	(242,945)	-	(242,945)
Net assets released from restriction for capital acquisition	(129,356)	-	(129,356)
Decrease in net assets with donor restrictions	(65,335)	-	(65,335)
Change in net assets	899,956	(118,269)	781,687
Net assets, beginning of year	8,216,791	2,051,523	10,268,314
Net assets, end of year	$ 9,116,747	$ 1,933,254	$11,050,001

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2021-2022 Board of Directors

Frank Goodspeed (President/Chair)

[redacted]

Term Ends 2023
Affiliation: Tropic Star Development
Years of Service: 8

Arvind Ranade, (Vice President)

[redacted]

Term Ends 2024
Affiliation: SymbioSys Solutions, Inc.
Years of Service: 6

Thomas "Chris" Drew (Treasurer)

[redacted]

Term Ends 2022
Affiliation: Seacoast Mental Health Center
Years of Service: 23

Laura Valencia (Secretary)

[redacted]

Term Ends 2024
Affiliation: Student
Years of Service: 3

Audrey Ashton-Savage (Immediate Past Chair/President)

[redacted]

Term Ends 2024
Affiliation: University of New Hampshire
Years of Service: 31

Michelle Boom

[redacted]

Term Ends 2022
Affiliation: Homemaker
Years of Service: 2

James Brewer

[redacted]

Term Ends 2022
Affiliation: Kennebunk Savings Bank
Years of Service: 2

Michael Chouinard

[redacted]

Term Ends 2022
Affiliation: Retired
Years of Service: 2

Elizabeth Crepeau

[redacted]

Term ends 2024
Affiliation: Retired
Years of Service: 15

Raymond Goodman, III

[redacted]

Term ends 2024
Affiliation: Children's Trust
Years of Service: 9

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2021-2022 Board of Directors

Todd J Hathaway

[redacted]

Term Ends 2023
Affiliation: Wadleigh, Starr & Peters, PLLC
New Board Member

Carol LaCross

[redacted]

Term Ends 2024
Affiliation: Retired
Years of Service: 33

Andrea Laskey

[redacted]

Term Ends 2022
Affiliation: Retired
Years of Service: 2

Mark Marandola

[redacted]

Term Ends 2023
Affiliation: Fidelity
Years of Service: 1

Michael Reinke

[redacted]

Term Ends 2023
Affiliation: Nashua Soup Kitchen & Shelter
Years of Service: 1

Samantha Stamas

[redacted]

Term Ends 2023
Affiliation: Rivier University
New Board Member

Wilberto Torres

[redacted]

Term Ends 2022
Affiliation: Torres Management and Research Corporation
Years of Service: 4

Robert S. Woodward

[redacted]

Term Ends 2022
Affiliation: Retired
Years of Service: 5

Paula K. Smith, MBA, EdD

EDUCATION

Rivier University, Nashua NH
Doctoral Program in Education, Leadership and Learning, May 2018

American Evaluation Association/Centers for Disease Control, Summer Institute, June 2012

The Dartmouth Institute of Health Policy and Clinical Practice, Coach the Coach: The Art of Coaching and Improving Quality, Microsystems Process Improvement Training, 2009

American Society of Training & Development, Professional Trainer Certificate Program, Concord, NH, 2002.

Cultural Competency; Training of Trainers Program, CCHCP Training Institute, Seattle, WA,2000

University of Massachusetts, Boston, Harbor Campus, Boston, MA 02125
Masters in Business Administration, 1991

Boston University School of Public Health, Boston, MA
Negotiation and Conflict Resolution for Health Care Management
(Training Program), 1991

University of New Hampshire, Durham, NH
Bachelor of Science, Health Administration and Planning, 1985

PROFESSIONAL EXPERIENCE

February 1998 – Present **Director, Southern New Hampshire Area Health Education Center (AHEC)**
Lamprey Health Care, Raymond, NH

- Coordinates, plans and supervises the establishment and operation of a new AHEC center and programs designed to increase access to quality health care in southern NH.
- Partners with community-based providers and academic institutions to improve the supply and distribution of primary health care professionals and facilitates student placements in the community with an emphasis on medically underserved areas.
- Provides training opportunities for residents, nurse practitioners, social worker, physician assistant, nursing and medical students, as well as practicing providers.
- Develops and coordinates health care awareness programs for high school students with a focus on minority and disadvantaged populations.
- Coaches health center microteams in quality improvement initiatives.
- Oversees implementation of "Better Choices, Better Health" Chronic Disease Self-Management Program, including marketing, reporting, recruitment and management of leaders, and coordination of NH CDSMP Network, a learning community of leaders.
- Directs activities of the Seacoast Public Health Network, implementing the Community Health Improvement Plan.
- Develops and oversees the Nurse Practitioner Fellowship Program, including supervising staff to implement day to day operations, maintaining relationships with preceptors and specialty practices, and pursuing accreditation.

October 1995 to February 1998 **Regional Services Coordinator**
New England Community Health Center Association, Woburn, MA

- Provided technical assistance, policy analysis, and other membership services to state primary care associations in New England and the community health centers they serve;
- Coordinated educational sessions for primary care clinicians and administrators on a variety of health care topics; assisted in developing program for two community health conferences a year, as well as one-day programs;
- Acted as liaison for members of MIS/Fiscal Directors and other regional committees;
- Wrote grants, including concept development, implementation plans and budget, for government and foundation proposals;
- Designed survey instruments, analyzed data, and wrote reports for region-wide surveys of community health centers, including compensation survey, needs assessment for locum tenens, survey on management information systems, and survey on productivity and staffing ratios;
- Acted as Project Director of Phase III of the Mammography Access Project;
- Wrote and distributed quarterly newsletter to health centers and public health organizations throughout New England.

- Managed the Labor Shortage Initiative, a $23 million state-wide program providing education and training opportunities in health care occupations; oversaw the allocation of funds to participating hospitals, colleges and universities, and community organizations; supervised the development of contracts; monitored program achievements.

- Developed, implemented, and managed the *Children's Medical Security Plan*, a health insurance program for uninsured children under the age of 13; negotiated and monitored contracts totaling nearly $12 million with participating insurers; coordinated public relations and outreach activities related to the program; acted as a liaison with various advocacy groups.
- Managed *CenterCare*, a $4 million managed care program providing services through contracts with 30 community health centers across the state; allocated resources to participating centers; developed and conducted training sessions on *CenterCare* program operations for health center staff; analyzed demographic and utilization date of participants.

May 1990 to February 1992 **Contract Manager**
Department of Medical Security, Boston, MA

- Coordinated the procurement process for both *CenterCare* and the Labor Shortage Initiative, which included writing Requests for Proposals (RFPs), reviewing and analyzing proposals, monitoring the contracting and administration of funded proposals, and acting as a liaison between interested parties;
- Monitored *CenterCare* by coordinating payments to contractors, conducting site visits at participating community health centers, and reporting on program status; managed administrative procedures and acted as a liaison between agencies for all contracts in accordance with regulations.

October 1988 to May 1990 **Contract Specialist**
Office of the State Comptroller, Boston, MA

- Assisted and instructed departments in the process of contract approval, as well as utilization of the state-wide automated accounting systems (MMARS);
- Developed policies in support of state regulations pertaining to contract approval.
- Supervised contract officers in the review and approval of statewide consultant contracts; created reports to monitor departmental activities; organized special projects.

January 1988 to October 1988 **Contract Officer**
Office of the State Comptroller, Boston, MA

- Reviewed and approved transactions on MMARS submitted by departments throughout the Commonwealth;
- Managed Tax Exempt Lease Purchase program of all departments in the Commonwealth;
- Utilized word processing and spreadsheet programs.

September 1985 to January 1988 **Administrative Assistant**
Joseph M. Smith Community Health Center, Alston, MA

- Provided assistance to the Executive Director in overall administration of health center,
- Assisted Finance Director in management of accounts, and prepared monthly invoices for all grant reimbursement, utilizing word processing and spreadsheet programs.
- Supervised the payroll system and managed personnel files for 60 employees;
- Acted as liaison between outside vendors and health center;
- Interviewed candidates for support staff positions.

AFFILIATIONS

Endowment for Health Board of Advisors, 2013-Present
Recipient of 2007 NH Office of Minority Health Women's Health Recognition Award
NH Leadership Board: American Lung Association, 2007-present
Recipient of 2006 National AHEC Center for Excellence Award in Community Programming
Leadership New Hampshire 2003 Associate
Member of National AHEC Organization
Organizational Recipient of 2002 Champions in Diversity Award for Education

References Available Upon Request

Julia B. Meuse

Education

University of New Hampshire, Durham, NH **May 2019**
Bachelor of Science: Health Management and Policy
Dean's List: Spring 2017, Fall 2017, Spring 2018, Fall 2018, Spring 2019

Experience

Lamprey Health Care, Raymond, NH
Public Health Emergency Preparedness Manager, Seacoast Public Health Network **March 2022- Present**

- Responsible for the management and implementation of work scopes and services associated with the Public Health Network, and related emergency response
- Supervises Medical Reserve Corps Coordinator, SPHN Community Health Worker, and other subcontractors
- Engages with community partners to strengthen public health emergency response and readiness in the region

Program Coordinator, Seacoast Public Health Network **July 2019- March 2022**

- Planned and operationalized vaccination clinics in response to the Covid-19 Pandemic
- Provided support to various public health projects and initiatives
- Supported and provided coordination to Lamprey Health Care's Nurse Practitioner Fellowship Program

Program Assistant, Southern NH AHEC & Seacoast Public Health Network **September 2018- July 2019**

- Assisted in the process of developing and implementing a tickborne illness prevention project with the Seacoast Public Health Network

Intern, Southern NH AHEC & Seacoast Public Health Network **May 2018-August 2018**

- Provided administrative support to AHEC program activities including continuing education, Better Choices Better Health program, health career exploration activities
- Updated the AHEC Health Career Catalog with current information for students to learn about health careers

Pinnacle Rehabilitation Network, Multiple Locations
Office Coordinator

- Exeter Sport and Spine Therapy, Exeter, NH **May 2016- August 2016**
- Hampton Physical Therapy of Seabrook, Seabrook, NH **June 2012- August 2015**

- Provided courteous and knowledgeable front-end assistance
- Responsible for managing copays, scheduling appointments, completing insurance verifications, and data entry

Certifications

Community Health Worker Course **June 2018- July 2018**
Received certificate for completing Southern NH AHEC's 56 hour Community Health Worker training. Trained in healthcare service coordination, cultural effectiveness, community assessment skills, etc.

Child and Infant CPR Certified **July 2018**
Completed objectives and skills in accordance with the American Heart Association CPR AED program for child and infant certification

Volunteer Experience

The Fabulous Find Resale Boutique **June 2017- Present**
Partnered with non-profit boutique to sell my original artwork and donate profits to local community charities. Currently maintain inventory and fill special orders

MARIA REYES

Professional Summary

Innovative senior level director with over 15 years of non-profit management experience. Demonstrated record of accomplishment: Managing financially sustainable federal, state and private foundation programs with measurable outcomes and community impact. Experience overseeing Immigrant and Refugee Professional Staff, Community Programs and Immigration Services. Additional leadership experience includes Board of Director's service, appointed to local government positions and community coalitions.

Seacoast Public Health Network-Lamprey HealthCare **Raymond, NH**
Continuum of Care Coordinator (COC) **2015-Current**

Responsibilities: Identify assets and gaps within the continuum of care: prevention, intervention, treatment and recovery support services
Oversee and convene stakeholders to establish a plan of action based on assessment of assets and gaps to build capacity and increase Substance Misuse Disorder/Mental Health services across the continuum of care.
Collaborate with Public Health Advisory Council and Regional community partners
Provide Evidence Base Resiliency Trainings from the National Wellness Institute to Young Adults and others across the life span.
Collaborate with Coalitions, Treatment Providers, Recovery Orgs, and Opioid Prevention Providers thru disseminating of Naloxone to partners and the community.

Seacoast Public Health Network-Lamprey HealthCare **Raymond NH**
Substance Misuse Prevention Coordinator (SMP) **10/ 2015-10/2016**

SMP'S primary role is working with stakeholders throughout the 23 towns of the Seacoast Public Health Network in conjunction with the NH Bureau of Drugs and Alcohol Services (BDAS) to develop and maintain a network of partners and coordinate prevention efforts to fulfill the regions three year substance misuse prevention plan.

Community Highlights Include:

Successful coordination of ten local community forums on the Opioid epidemic-over 500 participants.
Member of the local hospital steering committee for community health needs assessment.
Assisted local community coalition to build infrastructure and governance to address community substance misuse by educating coalition members.

YWCA Tulsa **Tulsa, Oklahoma**
Director of Immigrant and Refugee Program **2000-April 2015**

Responsible for the direct oversight of a team of 35+ diverse professionals from over 10 countries and all operations and systems. Diversified agency funding portfolio thru fee for service, augmented grant foundation dollars thru community/donor relationships, and generated state/local government funding from $450,000 to 1 million plus. Responsible for direct oversight of core program services to underserved communities.

Highlights:

Instituted first medical Spanish elective course at Oklahoma State University Osteopathic College of Medicine for first and second year medical students.
Spearheaded diabetes prevention academy of health for first generation Spanish speakers.
Member of the Oklahoma Methamphetamine Prevention Task force
Key designer of promising practice "Project Citizenship" "Naturalization Program" funded by Homeland Security Office of US Immigration and Naturalization Services (USCIS). YWCA Project Citizenship was one of 13 grantees in the country and recognized as an evidence informed program by United States Citizenship and Immigration Services USCIS. Over 165 Legal Permanent Residents became U.S Naturalized Citizens.

Parkside Behavioral Health, Inc. **Tulsa, Oklahoma**
Certified Drug and Alcohol Counselor **1990-2000**

Launched the first mental health community event in Tulsa to provide community Depression Screenings to limited English Proficiency populations.
Launched the first Spanish-speaking case management caseload in the hospital's history.
Trained agency staff on developing culturally competent practices for Limited English Proficiency Populations.

CREDENTIALS

EDUCATION	Plymouth State University, Plymouth New Hampshire-B.A. Spanish, Latin American Studies University of Valencia Spain-Junior Year Abroad program
CERTIFICATION	Certified Oklahoma Drug and Alcohol Counselor since 2005, (current) #226
ACHIEVMENTS	YWCA Tulsa Community Outstanding Service Award-2015 Tulsa Partners-Language Cultural Bank Volunteer of the Year 2011 Tulsa Mental Health Association Education Award 2005 Parkside Hospital Employee of the Year 1997 Plymouth State University, New Hampshire- Foreign Language Award
COMMUNITY	Vice President of Coalition of Hispanic Organizations Board member of Tulsa Mental Health Association Board member and Co-President of Tulsa Language Cultural Bank Appointed Commissioner for the Tulsa Mayor's Commission on the Status of Women from three-year term Served on Tulsa Law Enforcement community race relations.

SA

Samantha Areson

Work History

Seacoast Public Health Network- Substance Misuse Prevention Coordinator
Raymond, NH
3/22- Present

- Serves 23 towns in Rockingham County to promote effective population level substance misuse prevention policies, programs, and practices.

Center for Life Management- Community Support Counselor
Derry & Salem, NH
06/2021-3/2022

- Supports clients with co-occurring mental health needs and intellectual developmental disabilities, acquired brain injuries and/or autism identify and reach life goals.
- Encourages and supports clients to use the skills they learn in therapy in the community
- Assist clients with accessing programs and services available to them
- Provide transportation and therapeutic support to doctors and specialists
- Collaborates with treatment team and area agency for each client

Overlook Medical Center - Health Educator
Summit, NJ
06/2019- 06/2021

- Performs health screenings such as Blood Pressure, Glucose, Cholesterol, and BMI screenings to the residents of Union County, NJ
- Provides education and health screenings to the underserved and uninsured residence of Union County, NJ
- Records and documents the screenings for office use only.
- Educate the community about different common health problems such as diabetes, high blood pressure, cholesterol, etc. and how to control them safely.
- Created fun and innovative programs for adults and children of all ages to educate about different common health problems, and how to live a happy healthy lifestyle.
- Helped staff with completing the Community Health Benefit Report as well as approved or denied certain community programs that can be reported throughout Atlantic Health System.

Skills/ Trainings

- Excellent Time Management
- Organized
- Self-motivated
- Great Communication skills
- Ability to facilitate and work on a team
- Mental Health First Aid Training
- New England Summer School
- NH Care Givers Training

Education

May 2019
Caldwell University
Caldwell, NJ
Bachelor of Science: Public Health Education **Minor:** Psychology

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Recipient of Caldwell University High School Achievement Award
Member of the National Society of Leadership and Success
Member of the Caldwell University Public Health Education Club

Relevant Courses
Introduction to Public Health, Psychology, Introduction to Epidemiology, Medical Terminology, Public Health Planning and Evaluation, Anatomy & Physiology

Yosita Thanjai

EDUCATION

University of New Hampshire | Manchester, NH — **Expected: June 2023**
Master of Public Health — **GPA: 3.55**

University of New Hampshire | Durham, NH — **May 2020**
Bachelor of Arts in Women's Studies, Minors in Public Health and Social Justice Leadership
- Dean's List: Fall 2018, Spring 2019, Fall 2019, and Spring 2020

PROFESSIONAL EXPERIENCE

Lamprey Health Care | Raymond, NH — **April 2022 - Present**
Community Health Worker/Program Coordinator
- *CHW for Seacoast Public Health Network (SPHN):*
  - Conducts outreach to vulnerable populations living in 23 towns in eastern Rockingham Country to support social determinants of health
  - Provides information and education regarding COVID-19 vaccination and strive to reduce barriers to access to care
  - Initiates the process of distributing N95 masks to community members
  - Coordinates on the development of SPHN Community Health Worker Outreach Plan
- *Program Coordinator for Southern New Hampshire Area Health Education Center (SNHAHEC):*
  - Manages placement process for health professional students
  - Coordinates Lamprey Healthcare's Nurse Practitioner Fellowships Program

Siddharth Services Inc. | Manchester, NH — **Aug 2020 - March 2022**
Program Manager
- Supervised day and residential program management services of 10-12 clients in accordance with the objectives in the Individual Service Agreement (ISA) and all regulations of NH Division on Mental Health and Development Services
- Led client-centered meetings (bi-weekly check ins, monthly home visits, quarterly team check ins)
- Organized appropriate services (medical, behavioral, speech therapy, etc.)
- Prepared and participated in the mandatory state site inspections

University of New Hampshire | Multiple Locations
Graduate Assistant | Manchester, NH — **April 2021 - June 2021**
Research Assistant | Durham, NH — **June 2020 - Aug 2020**

- Developed a program evaluation for the New Hampshire Occupational Health Surveillance Program, using data from interviews with major stakeholders and online survey responses through Qualtrics
- Co-authored an abstract submitted to American Public Health Association's 2020 Virtual Annual Meeting and Expo on topics related to the impact of COVID-19 on women and girls in Malawi

Prevention Innovations Research Center | Durham, NH — **Sep 2019 - Dec 2019**
Undergraduate Research Intern
- Administered data collection and development of a youth-specific survey to measure attitudes toward healthy relationships and with the creation of relationship violence and stalking content for the uSafeUS mobile app (Version 4)
- Generated data into SPSS Software and Excel while collaborating with other research assistants to develop 4 different sets of surveys with 46-57 questions, each on Qualtrics
- Conducted literature searches for two side projects, e.g. prevalence of sexual violence and aftermath of victimization in Kenya

Cambridge Women's Center | Cambridge, MA — **Jan 2019 - April 2019**
Data Management Intern
- Developed an effective data collection, analysis and management system using Google Sheets
- Crafted data into visuals and reports for grant proposals and new website launch in September 2019

- Provided emotional support (verbal encouragement, active listening, reassurance) and resources (food, hygiene supplies, internet access, books, safe space) to 25-30 women in need during drop-in hours and on the helpline

SKILLS

- Language: fluent in Thai and English
- Computer: Google Analytics, Qualtrics, Microsoft Word, PowerPoint, Excel and Outlook
- Writing: proficient in analytical pieces, lab reports, subjective and objective styles

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Paula K. Smith	AHEC Director	$115190	15.8%	$18167
Maria Reyes	COC Facilitator	$64634.40	94.5%	$61096.39
Julia Meuse	EP Manager	$60,772	66.4%	$40368
Samantha Arenson	Substance Misuse Prevention Coordinator	$47587.50	96.4%	$45882.66
Vacant	Program Coordinator	$43706.00	100%	$43706
Yosita Thanjai	CHW/Equity Coordinator	$14040	100%	$14040

FORM NUMBER P-37 (version 12/11/2019)

Subject: Regional Public Health Network Services (RFA-2023-DPHS-02-REGIO-0X)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mary Hitchcock Memorial Hospital		1.4 Contractor Address 1 Medical Center Dr, Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 650-5000	1.6 Account Number See Attached	1.7 Completion Date 6/30/2024	1.8 Price Limitation $1,541,542
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Edward Merrens 6A1A3CFCA0CC438... Date: 6/7/2022		1.12 Name and Title of Contractor Signatory Edward Merrens Chief Clinical Officer	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 6B0FB30F5BFD4C8... Date: 6/7/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484944460... On: 6/8/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS EM
Date 6/7/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS EM

Date 6/7/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials EM

Date 6/7/2022

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

DS

Contractor Initials EM

Date 6/7/2022

Regional Public Health Network Account Numbers

05-95-90-901010-8011

05-95-90-903510-1114

05-95-92-920510-3380

05-95-90-902510-5178

05-95-90-903510-1113

05-95-90-902510-2495

05-95-92-920510-1981

05-95-92-920510-7040

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

1.2. Paragraph 7, Personnel, is amended by modifying subparagraphs 7.1 and 7.2 to read:

7.1. The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor certifies 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's personnel involved in this project, 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.

1.3. Paragraph 9, Termination, is amended by add subparagraph 9.1(a) to read:

9.1(a) The Contractor may terminate the Agreement by providing the State with thirty (30) days advance written notice if the State fails to pay the undisputed amount of any expense report submitted by Contractor pursuant to Exhibit C within thirty (30) days after the date of the report; however, upon receipt of such notification the State has an additional twenty (20) days to make payment of undisputed amounts to avoid termination.

1.4. Paragraph 9, Termination, is amended by modifying subparagraph 9.2 to read:

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 thirty (30) 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 thirty (30) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

1.5. 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.

1.6. Paragraph 14, Insurance, is amended by modifying subsection 14.1.2. to delete the text in its entirety and replace it to read:

14.1.2. Professional liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 per annual aggregate.

1.7. Paragraph 14, Insurance, is amended by modifying subparagraph 14.2 to read:

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 or registered to conduct business in the State of New Hampshire.

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall serve as a lead organization to host Regional Public Health Network (RPHN) services to deliver a broad range of public health services within the Greater Sullivan and Upper Valley regions, for the following programs within the Department of Health and Human Services (Department), Division of Public Health Services:

1.1.1. Substance Misuse Prevention.

1.1.2. Continuum of Care Facilitation.

1.1.3. Overdose Prevention Response.

1.1.4. Health Disparities Community Health Worker.

1.1.5. Public Health Advisory Council.

1.1.6. Public Health Emergency Preparedness.

1.1.7. School Based Vaccination Clinics.

1.2. The Contractor shall ensure that NH communities within this public health region are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services which include, but are not limited to:

1.2.1. Sustaining a regional Public Health Advisory Council (PHAC).

1.2.2. Overseeing RPHN staff to ensure they meet the core competencies of Public Health professionals.

1.2.3. Facilitating the implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), ranging from population-level strategies to targeted interventions aimed at high-risk individuals.

1.2.4. Planning for, and responding to, public health incidents and emergencies.

1.2.5. Contract administration and leadership.

Public Health services include:

1.2.6. Substance Misuse Prevention

1.2.6.1. The Contractor shall provide leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services. The Contractor shall:

1.2.6.1.1. Implement the strategic prevention model, in accordance with the Substance Abuse and

Mental Health Services Administration (SAMHSA) Strategic Prevention Framework that includes assessment, capacity development, planning, implementation, and evaluation.

1.2.6.1.2. Utilize a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. Regional data driven primary prevention approaches must be consistent with the Center for Substance Abuse Prevention (CSAP) categories but do not need to include all CSAP categories.

1.2.6.1.3. Support and advance the implementation of evidenced-informed approaches, programs, policies, and services within the RPHN region through community engagement and mobilization.

1.2.6.1.4. Advance, promote, and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.

1.2.6.1.5. Comply with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

1.2.6.1.6. Ensure substance misuse prevention is represented at PHAC meetings, and with a bi-directional exchange of information, to advance efforts of substance misuse prevention initiatives.

1.2.6.1.7. Assist as directed by the Department's Bureau of Drug and Alcohol Services (BDAS), with the Federal Block Grant Comprehensive Synar activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.

1.2.6.1.8. Ensure Substance Misuse Prevention Coordination and CoC Facilitation will:

1.2.6.1.8.1. Guided by the SPF and Assets and Gaps Analysis, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year strategic plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.

1.2.6.1.8.2. Develop annual work plans for Department approval that guides actions and includes outcome-based performance measures and in alignment with the three (3) year strategic plan. Based on changing and emerging local conditions adapt work plans as necessary with approval by the Department.

1.2.6.1.8.3. Report progress with the work plan and three (3) year strategic plan including outcomes in a Department approved database.

1.2.6.1.8.4. Maintain a substance misuse leadership team consisting of regional representatives with a special expertise in substance misuse prevention, early

intervention, treatment and recovery who can help guide and assist with awareness and advance substance misuse efforts in the region.

1.2.6.1.8.5. Produce and disseminate an annual report that demonstrates successes, challenges, outcomes from the previous year and projected goals for the following year.

1.2.6.1.8.6. Participate in RPHN Substance Misuse meetings as directed by BDAS.

1.2.7. Continuum of Care (CoC) Facilitation

1.2.7.1. The Contractor shall provide leadership and/or support for activities that assist in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor shall:

1.2.7.1.1. Engage regional partners in conducting a regional asset and gap analysis; and ongoing update of regional assets and gaps. The Contractor shall ensure regional partners include, but are not limited to:

1.2.7.1.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.

1.2.7.1.1.2. Primary health care providers.

1.2.7.1.1.3. Behavioral health care providers.

1.2.7.1.1.4. Other interested and/or affected parties.

1.2.7.1.2. Facilitate and/or provide support for initiatives that result in:

1.2.7.1.2.1. Increased awareness of and access to services.

1.2.7.1.2.2. Increased communication and collaboration among providers.

1.2.7.1.2.3. Increased capacity and delivery of services.

1.2.7.1.2.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.

1.2.7.1.2.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorway.

1.2.7.1.2.6. Work with statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:

1.2.7.1.2.6.1. Health service providers.

1.2.7.1.2.6.2. Public and charter schools and institutes of higher education.

1.2.7.1.2.6.3. Police and fire stations.

1.2.7.1.2.6.4. Municipal government buildings.

1.2.7.1.2.6.5. Businesses in every community of the region.

1.2.7.1.3. Engage regional stakeholders to assist with information dissemination.

1.2.8. Overdose Prevention Response

1.2.8.1. The Contractor shall conduct a three (3) year initiative to

disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RHPN. The Department shall provide guidance

1.2.8.1.1. Conduct a needs assessment to inform response efforts that include, but is not limited to:

1.2.8.1.1.1. Gathering existing regional and local level data related to alcohol and other drug overdoses.

1.2.8.1.1.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.

1.2.8.1.1.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include, but are not limited to:

1.2.8.1.1.3.1. Doorways

1.2.8.1.1.3.2. Recovery care organizations

1.2.8.1.1.3.3. Treatment providers

1.2.8.1.1.3.4. Law enforcement

1.2.8.1.1.3.5. Hospitals

1.2.8.1.1.4. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care, and distribute and disseminate resources.

1.2.8.1.2. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination

of prevention overdose materials and products.

1.2.8.2. The Contractor shall participate in Department trainings and meetings, as requested.

1.2.9. Health Disparities Community Health Worker

1.2.9.1. The Contractor shall provide a health disparities Community Health Worker (CHW) for the Upper Valley region to support culturally and linguistically appropriate COVID-19 and other Social Determinants of Health (SDOH) related services.

1.2.9.2. The Contractor shall submit CHW-related documentation to the Department within 30 days of Agreement effective date, which shall include, but is not limited to:

1.2.9.2.1. Staff recruitment plan.

1.2.9.2.2. Training procedures.

1.2.9.2.3. Onboarding plan.

1.2.9.3. The Contractor shall ensure the CHW provides COVID-19 support services, including, but not limited to:

1.2.9.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.

1.2.9.3.2. Assisting with contact tracing, when required.

1.2.9.3.3. Cultural mediation among individuals, communities, and health and social service systems.

1.2.9.3.4. Culturally appropriate health education and information.

1.2.9.3.5. Care coordination, case management, and system navigation.

1.2.9.3.6. Coaching and social support by advocating for individuals and communities.

1.2.9.3.7. Direct services to clients with COVID-19 and their family or household members affected by COVID-19, which include, but are not limited to facilitating:

1.2.9.3.7.1. Access to COVID-19 testing within five (5) days of encounter

between the CHW and the client.

1.2.9.3.7.2. Access to the influenza vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.7.3. Access to the COVID-19 vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.

1.2.9.3.9. Providing and distributing educational information about COVID-19 vaccinations and general Department guidance for individual mitigation.

1.2.9.4. The Contractor shall ensure the CHW provides SDOH related services, which include, but are not limited to:

1.2.9.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:

1.2.9.4.1.1. Providing appropriate care coordination, case management, and connections to patient and family identified community and social services and referrals.

1.2.9.4.1.2. Assisting with maintaining and/or applying for social services within their community.

1.2.9.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.

1.2.9.4.1.4. Assisting vulnerable populations with navigating the healthcare system.

1.2.9.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.

1.2.9.4.1.6. Providing culturally appropriate health education on topics related to COVID-19, chronic disease prevention, physical activity, and nutrition.

1.2.9.4.1.7. Providing informal counseling, health screenings, and referrals.

1.2.9.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that include, but are not limited to:

1.2.9.4.1.8.1. Food insecurity supports.

1.2.9.4.1.8.2. Mental health supports.

1.2.9.4.1.8.3. Health care referrals.

1.2.9.4.1.8.4. Substance use disorder supports.

1.2.9.4.1.8.5. Educational supports and services.

1.2.9.4.1.8.6. Financial literacy.

1.2.9.4.1.8.7. Budgeting supports.

1.2.9.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.

1.2.9.4.1.8.9. Social Isolation supports.

1.2.9.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing services that include, but are not limited to:

1.2.9.4.2.1. Educating healthcare providers and stakeholders about community health needs.

1.2.9.4.2.2. Managing care and care transitions for vulnerable populations.

1.2.9.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.

1.2.9.4.2.4. Collecting data and relaying information to stakeholders to inform programs and policies.

1.2.9.4.2.5. Building community capacity to address health issues.

1.2.9.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.

1.2.9.4.3. Completing data tracking system forms to document the care coordination and case management of the patient and family.

1.2.9.5. The Contractor shall ensure the CHW documents encounters within the Contractor's data tracking system, upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The CHW shall obtain the following data, which includes but is not limited to:

1.2.9.5.1. Race.

1.2.9.5.2. Ethnicity.

1.2.9.5.3. Language.

1.2.9.5.4. Household income.

1.2.9.5.5. Marital status.

1.2.9.5.6. Age of parents.

1.2.9.5.7. Sexual orientation and/or gender identity.

1.2.9.5.8. Street address.

1.2.9.5.9. Town.

1.2.9.5.10. County.

1.2.9.5.11. Zip Code.

1.2.9.5.12. State.

1.2.9.5.13. Number of incarcerated parents (if applicable).

1.2.9.5.14. Phone number and/or email address.

1.2.9.5.15. Status of receiving benefits, if applicable, including, but not limited to:

1.2.9.5.15.1. Supplemental Nutrition Assistance Program (SNAP).

1.2.9.5.15.2. Child Care.

1.2.9.5.15.3. Medicaid.

1.2.9.5.15.4. Social Security.

1.2.9.5.15.5. Temporary Assistance for Needy Families (TANF).

1.2.9.5.15.6. Women, Infants, and Children (WIC) program.

1.2.9.6. The Contractor shall ensure the CHW participates in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.

1.2.9.7. The Contractor shall ensure the CHW participates in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.

1.2.10. Public Health Advisory Council

1.2.10.1. The Contractor shall coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

1.2.10.1.1. Maintain a set of operating guidelines or by-laws for the PHAC;

1.2.10.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team, with the authority to:

1.2.10.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

1.2.10.1.2.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.

1.2.10.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

1.2.10.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

1.2.10.1.2.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.

1.2.10.1.2.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.

1.2.10.1.3. Conduct, at minimum, biannual meetings of the PHAC.

1.2.10.1.4. Ensure the PHAC leadership team meets at least quarterly in order to:

1.2.10.1.4.1. Ensure meeting minutes are available to the public upon request.

1.2.10.1.4.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

1.2.10.1.5. Develop annual action plans for the services in this RFA, as advised by the PHAC.

1.2.10.1.6. Coordinate with the Department to collect, analyze, and disseminate data relative to the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

1.2.10.1.7. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of Substance Misuse Primary prevention coordination (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complimentary and shared public health outcomes.

1.2.10.1.8. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

1.2.10.1.9. Publish an annual report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community

1.2.10.1.10. Maintain a website that provides information to the public and agency partners, which includes but is not limited to, information on the PHAC, CHIP, SMPC, CoC facilitation, and PHEP programs.

1.2.10.1.11. Advance the work of RPHNs by conducting a minimum of four (4) educational and training programs annually to RPHN partners and others.

1.2.10.1.12. Educate partners and stakeholder groups, including elected officials, on the PHAC

1.2.10.1.13. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.2.11. Public Health Emergency Preparedness

1.2.11.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity for partner organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. The Contractor shall:

1.2.11.1.1. Ensure all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions.

1.2.11.1.2. Coordinate and convene, at minimum, quarterly regional PHEP planning committee and/or workgroup to:

1.2.11.1.2.1. Improve regional emergency response plans.

1.2.11.1.2.2. Improve the capacity for partner entities to mitigate, prepare for, respond to and recover from public health emergencies.

1.2.11.1.2.3. Convene, at minimum, quarterly meetings of the regional PHEP committee and/or workgroup.

1.2.11.1.2.4. Ensure and document committee and/or workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA), annually.

1.2.11.1.3. Maintain a three (3) year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by the CDC.

1.2.11.1.4. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

1.2.11.1.5. Submit an annual work plan based on a template provided by the Department.

1.2.11.1.6. Sponsor, and organize the logistics for, a minimum of two (2) trainings annually for regional partners.

1.2.11.1.7. Collaborate with the Department's Division of Public Health Services (DPHS), the Community Health Institute, NH Fire Academy, Granite State Health Care Coalition, and other training providers to implement training programs.

1.2.11.1.8. Revise the RPHEA based on guidance from the Department. The Contractor shall:

1.2.11.1.8.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by the Department.

1.2.11.1.8.2. Develop new appendices based on priorities identified by the Department using templates provided by the Department.

1.2.11.1.8.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

1.2.11.1.8.4. Participate in workgroups to develop or revise components of the RPHEA convened by the Department or the agency contracted to provide training and technical assistance to RPHNs.

1.2.11.1.9. Understand the hazards and social conditions that increase vulnerability within the public

health region including, but not limited to, SDOH factors. The Contractor shall:

1.2.11.1.9.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

1.2.11.1.9.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

1.2.11.1.10. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning for and response to a public health incident or emergency.

1.2.11.1.11. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

1.2.11.1.12. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

1.2.11.1.13. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

1.2.11.1.14. Maintain the capacity to utilize Web Based Emergency Operations Center (WebEOC), the State's emergency management platform, during incidents or emergencies.

1.2.11.1.15. Provide training as needed to individuals to participate in emergency management using WebEOC.

1.2.11.1.16. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

1.2.11.1.17. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

1.2.11.1.18. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the Department's SNS Coordinator to identify appropriate actions and priorities that include, but are not limited to:

1.2.11.1.18.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans.

1.2.11.1.18.2. Annual submission of either ORR or self-assessment documentation.

1.2.11.1.18.3. ORR site visit as scheduled by the CDC and the Department.

1.2.11.1.18.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

1.2.11.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:

1.2.11.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.

1.2.11.1.19.2. Uploading, at least annually, a complete inventory to a Health

Information Management System (HIMS) identified by the Department.

1.2.11.1.20. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector. The Contractor shall:

1.2.11.1.20.1. Maintain proficiency in the volunteer management system supported by the Department.

1.2.11.1.20.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.

1.2.11.1.20.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

1.2.11.1.20.4. Conduct quarterly notification drills of volunteers.

1.2.11.1.21. Participate, as requested by the Department, in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

1.2.11.1.22. Participate, as requested by the Department, in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

1.2.11.1.23. Plan and implement targeted vaccination clinics, as requested by the Department, ensuring clinics take place at locations where individuals at-risk for vaccine preventable

disease can be accessed, according to guidance issued by the Department.

1.2.12. Public Health Emergency Preparedness: COVID-19 Response

1.2.12.1. Emergency Operations

1.2.12.1.1. The Contractor shall enact emergency operations across the RPHN for COVID-19 efforts by:

1.2.12.1.1.1. Activating the region's Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.

1.2.12.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.

1.2.12.1.1.3. Assessing the region's public health and healthcare system training needs.

1.2.12.1.1.4. Providing training designed to improve the region's public health and healthcare system response.

1.2.12.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2.12.2. Responder Safety and Health

1.2.12.2.1. The Contractor shall ensure the health and safety of the public health response in the RPHN, including but not limited to:

1.2.12.2.1.1. Implementing staff resiliency programs, information, and referrals to responder mental health support.

1.2.12.2.1.2. Determining responder safety and health gaps and implementing corrective actions.

1.2.12.2.1.3. Documenting and tracking the RPHN's personal protective equipment inventory.

1.2.12.3. Identification of Vulnerable Populations

1.2.12.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.

1.2.12.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.

1.2.12.4. Information Sharing and Public Information

1.2.12.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public, including, but not limited to:

1.2.12.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.2.12.4.1.2. Monitoring local news stories and social media postings to determine if information is accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.2.12.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders, to harmonize response messaging.

1.2.12.5. Distribution and Use of Medical Materials

1.2.12.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.2.12.5.1.1. Maintaining ability for vaccine-specific Cold Chain management.

1.2.12.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.2.12.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.2.12.5.1.4. Planning and prioritizing limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.2.12.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.2.12.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.2.12.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with all policies and procedures put forth by the Department.

1.2.12.5.3. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the CDC's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIS) or another system as designated by the Department to input

vaccine data. The Contractor agrees to the following terms regarding the use of loaned assets:

1.2.12.5.3.1. As applicable and subject to the terms and conditions of this Agreement, the Department may provide the user with assets. This is a non-transferable right for the user to use the assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An asset inventory reflecting the deployed assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.

1.2.12.5.3.2. As applicable, the Contractor agrees to use and operate the assets only in conjunction with the appropriate business use, as determined by the Department, unless otherwise agreed upon by mutual written consent.

1.2.12.5.3.3. As applicable, the Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install, and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining

security standards including but not limited to antivirus software, patching and software updates.

1.2.12.5.3.4. As applicable, the Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support may be provided by the Department's Immunization Program.

1.2.12.5.3.5. As applicable, the Contractor understands and agrees that the Department retains ownership of the loaned assets, and further agrees to return the assets to the Department in good working condition when no longer needed for the identified business need or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.2.12.5.3.6. As applicable, prior to returning laptop, iPads, and/or other mobile or storage devices to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST

Special Publication 800-88 Rev.1, or later for guidelines at https://csrc.nist.gov/publications/sp800.

1.2.12.6. Surge Staffing

1.2.12.6.1. The Contractor shall activate mechanisms for surging public health responder staff.

1.2.12.6.2. The Contractor shall recruit, enroll, activate, train, and deploy volunteers, including but not limited to:

1.2.12.6.2.1. Medical Reserve Corps (MRC).

1.2.12.6.2.2. Citizens Emergency Response Teams (CERT).

1.2.12.6.2.3. Public Health Coordination with Healthcare Systems.

1.2.12.6.3. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.

1.2.12.6.4. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s) and/or at the Department's direction.

1.2.12.7. Biosurveillance

1.2.12.7.1. The Contractor shall conduct surveillance and case identification, as needed and as requested by the Department, including, but not limited to:

1.2.12.7.1.1. Public health epidemiological investigation activities such as contact follow-up.

1.2.12.7.1.2. Assessing risk of travelers and other persons with potential COVID-19 exposures.

1.2.12.7.1.3. Enhancing surveillance systems to provide case-based and aggregate epidemiological data.

1.2.12.7.1.4. Ensuring data management systems are in place and meet the needs of the jurisdiction.

1.2.12.7.1.5. Ensuring efficient and timely data collection.

1.2.12.7.1.6. Ensuring ability to rapidly exchange data with public health partners and other relevant partners.

1.2.12.8. Vaccine Preventable Disease Prevention

1.2.12.8.1. The Contractor shall coordinate with local community-based agencies for the administration of vaccines supplied by the New Hampshire Immunization Program (NHIP) to New Hampshire residents as directed by the Department. The Contractor shall:

1.2.12.8.1.1. Make copies of standing orders, emergency interventions/protocols and instructions on Vaccine Adverse Event Reporting System (VAERS) reporting available at all clinics.

1.2.12.8.1.2. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

1.2.12.8.1.3. Procure necessary supplies to conduct vaccine clinics, including, but not limited to, emergency management medications, equipment, and needles.

1.2.12.8.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:

1.2.12.8.2.1. Annually submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP to ensure that all listed requirements are met.

1.2.12.8.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.12.8.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator; and hourly when the vaccine is stored outside of the primary refrigerator unit.

1.2.12.8.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.12.8.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.12.8.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.

1.2.12.8.2.7. Track each vaccine dose provided by NHIP.

1.2.12.8.2.8. Perform the following actions if a temperature excursion or adverse event occurs:

1.2.12.8.2.8.1. Immediately quarantine

	the vaccine in a temperature appropriate setting, separating it from other vaccines and labeling it "DO NOT USE".
1.2.12.8.2.8.2.	Immediately contact the manufacturer to explain the event duration and temperature information to determine if the vaccine is still viable.
1.2.12.8.2.8.3.	Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion by contacting the NHIP and faxing incident forms.
1.2.12.8.2.8.4.	Submit a Cold Chain Incident Report along with a Data Logger report

to NHIP within 24 hours of temperature excursion occurrence.

1.2.12.8.3. Within 24 hours of the completion of every clinic:

1.2.12.8.3.1. Update the State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.12.8.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

1.2.12.8.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.12.8.3.4. Submit the following totals to NHIP outside of the vaccine ordering system:

1.2.12.8.3.4.1. Total number of individuals vaccinated by age ranges, vaccine formulation and other demographic indicators as determined by the Department.

1.2.12.8.3.4.2. Total number of vaccines wasted.

1.2.12.8.3.5. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:

1.2.12.8.3.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.12.8.3.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.12.8.3.5.3. Future strategies and plans for increasing the number of vaccinated individuals.

1.2.12.8.3.5.4. Suggestions on how state level resources may aid increasing the number

of vaccinated individuals

1.2.12.8.3.6. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional vaccine promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.

1.2.12.9. COVID-19 Vaccinations

1.2.12.9.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or "target populations"), including, but not limited to:

1.2.12.9.1.1. Racial minority populations.

1.2.12.9.1.2. Ethnic minority populations.

1.2.12.9.1.3. Individuals experiencing homelessness.

1.2.12.9.1.4. Individuals experiencing housing instability.

1.2.12.9.1.5. Rural communities.

1.2.12.9.2. The Contractor may assist the Department and/or partners in planning and conducting mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with policies.

1.2.12.9.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach, and partnerships in the target populations. The Contractor shall:

1.2.12.9.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19

vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:

1.2.12.9.3.2. Federally Qualified Health Centers.

1.2.12.9.3.3. Community Mental Health Centers.

1.2.12.9.3.4. Community-based Organizations.

1.2.12.9.3.5. City Health Departments.

1.2.12.9.3.6. Faith-based Organizations.

1.2.12.9.3.7. Local barbers and hairdressers.

1.2.12.9.3.8. Community Colleges.

1.2.12.9.3.9. Schools.

1.2.12.9.4. Conduct outreach to populations including, but not limited to, those who:

1.2.12.9.4.1. Experience disproportionately high rates of COVID-19 and related deaths.

1.2.12.9.4.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the CDC.

1.2.12.9.4.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.

1.2.12.9.4.4. Are likely to have low acceptance of, or confidence in, COVID-19 vaccines.

1.2.12.9.4.5. Have a history of mistrust in health authorities or the medical establishment.

1.2.12.9.4.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

1.2.12.9.5. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

1.2.12.9.6. Conduct outreach to assess individuals' readiness to receive a vaccination.

1.2.12.9.7. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.

1.2.12.9.8. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.

1.2.12.9.9. Participate in meetings with the Department, as requested by the Department.

1.2.12.9.10. Attend NHIP trainings.

1.2.12.9.11. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.

1.2.12.9.12. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.

1.2.12.10. The Contractor shall procure resources, equipment, and/or supplies as needed to establish and operate vaccine clinics, which shall include, but not be limited to:

1.2.12.10.1. Coordinating, operating, and managing clinics.

1.2.12.10.2. Procuring communication devices and services, which may include, but are not limited to:

1.2.12.10.2.1. Two-way radios.

1.2.12.10.2.2. Cell phones.

1.2.12.10.2.3. Wi-Fi.

1.2.12.10.2.4. Computers.

1.2.12.10.3. Procuring disposable supplies, which may include, but are not limited to:

1.2.12.10.3.1. Generator fuel.

1.2.12.10.3.2. Propane.

1.2.12.10.3.3. Oil.

1.2.12.10.3.4. Batteries.

1.2.12.10.4. Procuring clinical supplies, which may include, but are not limited to:

1.2.12.10.4.1. Syringes.

1.2.12.10.4.2. Needles

1.2.12.10.4.3. Alcohol wipes.

1.2.12.10.4.4. Band aids.

1.2.12.10.4.5. Stickers.

1.2.12.10.5. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.

1.2.12.10.6. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.

1.2.12.10.7. Recruiting, training, and scheduling vaccine clinic staff to provide services which include, but are not limited to:

1.2.12.10.7.1. Administering vaccines.

1.2.12.10.7.2. Participating in training, as requested.

1.2.12.10.7.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.

1.2.12.10.8. Reimbursing mileage costs for vaccine clinic staff, Contractor's staff, and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

1.2.13. School-Based Vaccination Clinics

1.2.13.1. The Contractor may provide organizational structure to administer school-based clinics (SBC) to provide vaccination against SARS-CoV-2 and Influenza. The Contractor shall:

1.2.13.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

1.2.13.1.2. Ensure that SBC services are offered with priority to schools identified by the NHIP as having the highest percentage of students eligible for free/reduced school lunch program.

1.2.13.1.3. Distribute state-supplied promotional vaccination materials.

1.2.13.1.4. Distribute, obtain, verify, and store written consent forms from legal guardians prior to administration of vaccines, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other state and federal regulations.

1.2.13.1.5. Document, verify, and store written or electronic record of vaccine administration in compliance with HIPAA and other state and federal regulations.

1.2.13.1.6. Provide written communication of vaccination status, indicating either completed or not completed, to the parent and/or legal guardian upon the day of vaccination.

1.2.13.1.7. Provide vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the parent and/or legal guardian requests that the information ~~not~~ be

shared, in which case the information may be given to the parent and/or guardian to distribute to the primary care providers. The Contractor shall ensure information includes:

1.2.13.1.7.1. Patient full name and one other unique patient identifier;

1.2.13.1.7.2. Vaccine name;

1.2.13.1.7.3. Vaccine manufacturer;

1.2.13.1.7.4. Lot number;

1.2.13.1.7.5. Date of vaccine expiration;

1.2.13.1.7.6. Date of vaccine administration;

1.2.13.1.7.7. Date Vaccine Information Sheet (VIS) was given;

1.2.13.1.7.8. Edition date of the VIS given;

1.2.13.1.7.9. Name and address of entity that administered the vaccine (Contractor's name); and

1.2.13.1.7.10. Full name and title of the individual who administered the vaccine.

1.2.13.1.8. Adhere to current federal guidelines for vaccine administration, including but not limited to disseminating a VIS, in order that the legal authority, legal guardian, and/or parent is provided access to the information on the day of vaccination.

1.2.13.1.9. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers, and patients.

1.2.13.1.10. Encourage schools participating in the SBC program to submit a daily report of the total number of students absents and

total number of students absent with influenza-like illness for in-session school days.

1.2.13.1.11. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

1.2.13.2. The Contractor shall safely administer vaccine supplied by NHIP. The Contractor shall:

1.2.13.2.1. Ensure copies of standing orders, emergency interventions, and/or protocols are available at all clinics.

1.2.13.2.2. Recruit, train, and retain qualified medical and non-medical volunteers to assist with operating the clinics.

1.2.13.2.3. Procure necessary supplies to conduct school vaccine clinics, including but not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, and non-latex bandages.

1.2.13.3. The Contractor shall ensure proper vaccine storage, handling and management, and shall:

1.2.13.3.1. Submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering vaccination (other than COVID-19), immunoglobulin or other pharmaceuticals supplied by the NHIP.

1.2.13.3.2. Submit a signed COVID-19 Vaccination Provider Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering COVID-19 vaccination.

1.2.13.3.3. Ensure the SBC coordinator completes the NHIP vaccination training annually.

1.2.13.3.4. Retain a copy of SBC coordinator training certificates on file.

1.2.13.3.5. Utilize NHIP training materials or other educational materials, as approved by the Department prior to use, for annual training of SBC staff on vaccine administration, ordering, storage and handling.

1.2.13.3.6. Retain a copy of all training materials on site for reference during SBCs.

1.2.13.3.7. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.13.3.8. Record temperatures twice daily, AM and PM, during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.

1.2.13.3.9. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.13.3.10. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.13.3.11. Account for every dose of vaccine.

1.2.13.3.12. Submit a monthly temperature log for the vaccine storage refrigerator.

1.2.13.3.13. Notify NHIP and fax or secure email incident forms of any adverse event within 24 hours of event occurring.

1.2.13.3.14. In the event of a vaccine temperature excursion where the stored vaccine experiences temperatures outside of the manufacturer's recommended temperatures, the Contractor shall immediately quarantine the vaccine in an appropriate temperature setting, separating it from other vaccine, and label it "DO NOT USE."

1.2.13.3.15. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

1.2.13.3.16. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

1.2.13.3.17. Submit a Cold Chain Incident Report with a Data Logger Report to NHIP within 24 hours of the temperature excursion occurrence.

1.2.13.4. The Contractor shall perform tasks within 24 hours of the completion of every clinic which include, but are not limited to:

1.2.13.4.1. Updating State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.13.4.2. Ensuring doses administered and entered in the inventory system match the clinical documentation of doses administered.

1.2.13.4.3. Submitting the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.13.4.4. Submitting totals to the NHIP outside of the vaccine ordering system that include the total number of:

1.2.13.4.4.1. Individuals vaccinated by age group and vaccine formulation/lot number

1.2.13.4.4.2. Vaccines wasted by vaccine formulation/lot number.

1.2.13.4.5. Completing an annual year-end self-evaluation and improvement plan for areas which include, but are not limited to:

1.2.13.4.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.13.4.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.13.4.5.3. Discussions relative to strategies that worked well for increasing both the number of clinics conducted at schools and the number of students vaccinated.

1.2.13.4.5.4. Discussions relative to future strategies and plans for increasing individuals vaccinated, including suggestions on how state-level resources may aid in the effort.

1.2.14. Training and Technical Assistance Requirements

1.2.14.1. The Contractor shall participate in training and technical assistance as follows:

1.2.14.1.1. Public Health Advisory Council

1.2.14.1.1.1. Attend semi-annual meetings of PHAC leadership convened by Department's DPHS and/or BDAS.

1.2.14.1.1.2. Complete a technical assistance needs assessment.

1.2.14.1.2. Public Health Emergency Preparedness

1.2.14.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM

ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).

1.2.14.1.2.2. Complete a technical assistance needs assessment.

1.2.14.1.2.3. Attend a minimum of two (2) trainings per year offered by Department's DPHS and/or EPRR or the agency contracted by the Department's DPHS to provide training programs.

1.2.14.1.3. Substance Misuse Prevention Coordination and Continuum of Care Facilitation

1.2.14.1.3.1. Attend community of practice meetings and/or activities.

1.2.14.1.3.2. Work with designated BDAS technical assistance and data and/or evaluation vendors to develop metrics and measures to evaluate outcomes and use the appropriate measures and tools to demonstrate outcomes.

1.2.14.1.3.3. Attend all regularly scheduled RPHN substance misuse meetings.

1.2.14.1.3.4. Attend additional meetings, conference calls and webinars as

required by the Department.

1.2.14.1.3.5. SMPC lead staff shall be credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board.

1.2.14.1.3.6. SMPC lead staff must attend required training, Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.

1.2.14.1.3.7. CoC facilitation lead staff must be familiar with the SPF and RROSC systems development within NH.

1.2.14.1.4. School-Based Clinics

1.2.14.1.4.1. Staffing of clinics requires an on-site clinical oversight and direction is provided at each vaccination clinic by a currently licensed clinical staff person with a Basic Life Support (BSL) certification. This requirement does not replace other requirements for Medical Direction that can be provided remotely.

1.2.14.1.4.2. Clinical license, or copy from the NH online license verification showing the license type, expiration and status, and current BLS certificate shall be retained in the training file.

1.3. Reporting

1.3.1. The Contractor shall participate in site visits, which includes but is not limited to:

1.3.1.1. Participating in an annual site visit conducted by the Department's DPHS and/or BDAS that includes all funded staff, the contract administrator and financial manager.

1.3.1.2. Participating in site visits and technical assistance specific to a single scope of work.

1.3.1.3. Submitting other information that may be required by federal and state funders during the contract period.

1.3.2. The Contractor shall provide reports for the PHAC that include, but are not limited to, submitting quarterly PHAC progress reports using an online system administered by the Department's DPHS.

1.3.3. The Contractor shall provide reports for SMP that include, but are not limited to:

1.3.3.1. Submitting quarterly SMP Leadership Team meeting agendas and minutes.

1.3.3.2. Ensuring three (3) year plans are current and posted to RPHN website, and that any revisions to plans are approved by the Department's BDAS.

1.3.3.3. Submitting annual work plans and annual logic models with short-, intermediate-, and long-term measures.

1.3.3.4. Inputting data on a monthly basis by the 20th business day of the month to an online database per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures Federal Block Grant. The Contractor shall ensure data includes but is not limited to:

1.3.3.4.1. Number of individuals served or reached.

1.3.3.4.2. Demographics.

1.3.3.4.3. Strategies and activities per IOM by the six (6) activity types.

1.3.3.4.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.

1.3.3.4.5. Percentage of evidence-based strategies.

1.3.3.5. Submitting annual reports.

1.3.3.6. Providing additional reports or data as required by the Department.

1.3.3.7. Participating and administering the Regional SMP Stakeholder Survey in alternate years.

1.3.4. The Contractor shall provide Reports for Continuum of Care that include, but are not limited to:

1.3.4.1. Submitting updates on regional assets and gaps assessments, as required.

1.3.4.2. Submitting updates on regional CoC development plans, as indicated.

1.3.4.3. Submitting quarterly reports, as indicated.

1.3.4.4. Submitting year-end reports, as indicated.

1.3.5. The Contractor shall complete a monthly report supplied by the Department that includes, but is not limited to:

1.3.5.1. Type and number of activities conducted.

1.3.5.2. Type and number of Naloxone and Naloxone kits distributed including where, and to whom.

1.3.5.3. Demographics of individuals served including:

1.3.5.3.1. Age

1.3.5.3.2. Gender

1.3.5.3.3. Race

1.3.5.3.4. Ethnicity

1.3.5.3.5. Housing status

1.3.5.4. Inventory of Naloxone and Naloxone kits.

1.3.5.5. Communities (towns and cities) served within the region.

1.3.5.6. Barriers to Distribution and Dissemination Plan.

1.3.6. The Contractor shall provide reports for School-Based Vaccination Clinics that include but are not limited to:

1.3.6.1. Attending annual debriefing and planning meetings with NHIP staff.

1.3.6.2. Completing a year-end summary of:

1.3.6.2.1. The total numbers of children vaccinated; and

1.3.6.2.2. Accomplishments and improvements to future school-based clinics.

1.3.6.3. Providing aggregated non-personally identifiable data, by school for each school, to the NHIP no later than three (3) months after SBCs are concluded, that include:

1.3.6.3.1. Number of students by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) at that school;

1.3.6.3.2. Number of students vaccinated against SARS-Co-V-2 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school;

1.3.6.3.3. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school; and

1.3.6.3.4. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.3.5. Number of students vaccinated against COVID-19 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.4. Providing other reports and updates as requested by NHIP.

1.3.7. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department:

1.3.7.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by DPHS.

1.3.7.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.

1.3.7.3. Final After-Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.

1.3.7.4. Other information that may be required by federal and state funders during the contract period.

1.3.8. The Contractor shall submit quarterly reports, which shall include, but are not limited:

1.3.8.1. Description of activities performed, resulting impacts, individuals and families served, and other outcomes.

1.3.8.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.

1.3.8.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

1.3.8.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

1.3.8.5. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

1.3.8.6. Efforts, successes, and challenges experienced in providing community engagement.

1.3.8.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.

1.3.8.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received

results disaggregated by the following age ranges:

1.3.8.8.1. 5-11 years old.

1.3.8.8.2. 12-17 years old.

1.3.8.8.3. 18 years and older.

1.3.8.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:

1.3.8.9.1. 5-11 years old.

1.3.8.9.2. 12-17 years old.

1.3.8.9.3. 18 years and older.

1.3.8.9.4. Any other age group eligible for COVID-19 vaccination.

1.3.8.10. Number of collaborating agencies/services identified as part of CHW-led intervention.

1.3.8.11. Number and percentage of clients with one or more identified co-morbidities through the EMR.

1.3.8.12. Number and percentage of resources provided in a primary language other than English.

1.3.8.13. Number and percentage of in-community visits with CHW clients at locations other than the Contractor's.

1.3.8.14. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.

1.3.8.15. Percentage of clients who identify one or more unmet need.

1.3.8.16. Number and percentage of identified unmet needs that are met with assistance of the CHWs.

1.3.8.17. Number and percentage of clients who have completed CHW encounter form and patient questionnaire.

1.3.8.18. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:

1.3.8.18.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.

1.3.8.18.2. Number of other navigation and support services to address COVID-19 risk factors.

1.3.8.18.3. Number of referrals completed through closed loop referral system.

1.3.8.18.4. Number of referrals for COVID-19 vaccination/vaccine support by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.

1.3.8.19. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.

1.3.8.20. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).

1.3.8.21. Number and percentage of CHW clients able to access COVID-19 vaccine within fourteen (14) days of first CHW encounter.

1.3.8.22. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.

1.3.8.23. Number and type of trainings provided to CHWs supported by COVID Health Disparities funding.

1.4. Performance Measures

1.4.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.1. <u>Public Health Advisory Council</u>

1.4.1.1.1. Documented organizational structure for the PHAC, including but not limited to:

1.4.1.1.1.1. Vision or mission statements.

1.4.1.1.1.2. Organizational charts.

1.4.1.1.1.3. Agreements.

1.4.1.1.1.4. Meeting minutes.

1.4.1.1.1.5. Documentation that the PHAC membership represents public health stakeholders and the covered populations.

1.4.1.1.1.6. CHIP evaluation plan that demonstrates positive outcomes each year.

1.4.1.1.1.7. Publication of an annual report to the community.

1.4.1.2. Public Health Emergency Preparedness

1.4.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review, based on prioritized recommendations from the Department.

1.4.1.2.2. Response rate and percentage of staff responding during staff notification, acknowledgement and assembly drills.

1.4.1.2.3. Percentage of requests for activation met by the Multi-Agency Coordinating Entity.

1.4.1.2.4. Percentage of requests for deployment during emergencies met by partnering agencies and volunteers.

1.4.1.3. Substance Misuse Primary Prevention Coordination and Continuum of Care Facilitation:

1.4.1.3.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.3.1.1. Increased leadership within the RPHN to plan, implement, monitor and evaluate progress in meeting goals in the three year strategic plan.

1.4.1.3.1.2.	Increased section engagement in understanding local conditions related to substance misuse, planning and carrying out the activities and strategies in the three year strategic plan.
1.4.1.3.1.3.	Increase linkages and coordination with behavioral and medical health providers to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
1.4.1.3.1.4.	Increase in resource allocation within the region to address substance misuse issues.
1.4.1.3.1.5.	Decrease in the use of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.6.	Decrease in the consequences of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.7.	As measured by a RPHN Community Mobilization Survey Tool designed by the Department and the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health

(NSDUH), and other identified data sources.

1.4.1.4. School-Based Vaccination Clinics

1.4.1.4.1. Annual increase in the percentage of students receiving COVID-19 vaccination and seasonal influenza vaccination in school-based clinics.

1.4.1.4.2. Annual increase in the percentage of schools providing School Based vaccination clinics who are identified by NHIP as participating in the Free/Reduced School Lunch Program, or completion of at least 50% of schools listed by the Department.

1.4.1.4.3. Maintain influenza vaccine wastage below 5%.

1.4.2. 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.

1.4.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.

1.4.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

1.4.5. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

2.3. The Contractor shall comply with all Exhibits D through K, which are attached

hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the

Agreement without prior written approval from the Department.

4. Records

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

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. 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.

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department 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
Regional Public Health Network Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 93% Federal funds from:
      1.1.1. Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
      1.1.2. Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
      1.1.3. Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
      1.1.4. Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
      1.1.5. National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
      1.1.6. Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
   1.2. 7% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY 23 Budget through Exhibit C-4 SFY 24 Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the twentieth (20th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 30 days after the completion of the single audit or upon submission of the Contractor's single audit to the Federal Audit Clearinghouse conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. 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.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Contractor Name: *Mary Hitchcock Memorial Hospital*
Budget Request for: *RPHN-Upper Valley*
Budget Period *SFY24 (7/1/22-6/30/23)*
Indirect Cost Rate (if applicable) 15.50%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	$12,909	$8,275	$35,086	$5,296	$107,410	$6,247	$4,634	$1
2. Fringe Benefits	$4,105	$2,631	$11,157	$1,684	$34,156	$1,985	$1,474	$1
3. Consultants	$5,098	$1	$1	$1	$7,500	$1	$3,870	$1
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$1	$1	$1	$1	$1	$1	$1	$1
5.(b) Supplies - Lab	$1	$1	$1	$1	$1	$1	$1	$1
5.(c) Supplies - Pharmacy	$1	$1	$1	$1	$1	$1	$1	$1
5.(d) Supplies - Medical	$1	$1	$1	$1	$1	$13,403	$1	$1
5.(e) Supplies Office	$1	$1	$1	$1	$1	$1	$1	$1
6. Travel	$1,170	$1	$283	$1	$10,816	$1	$1	$1
7. Software	$1	$1	$1	$1	$1,788	$1	$1	$1
8. (a) Other - Marketing/Communications	$1	$2,183	$1	$1	$9,007	$1	$1	$1
8. (b) Other - Education and Training	$1	$1	$900	$1	$2,150	$1	$1	$1
8. (c) Other - Other (specify below)								
Other (MRC member liability insurance reimbursement)	$0	$0	$0	$1,666	$0	$0	$0	$0
Other (SPPFA - Laptop and peripherals	$0	$0	$0	$0	$3,000	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$20,000	$12,875	$1	$1	$1	$1	$3,000	$12,975
Total Direct Costs	$43,290	$25,973	$47,435	$8,657	$175,833	$21,645	$12,987	$12,987
Total Indirect Costs	$6,710	$4,027	$7,352	$1,343	$27,254	$3,355	$2,013	$2,013
Subtotals	$50,000	$30,000	$54,787	$10,000	$203,087	$25,000	$15,000	$15,000
							TOTAL	$402,874

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EM
Contractor Initials
6/7/2022
Date

New Hampshire Department of Health and Human Services

Contractor Name: *Mary Hitchcock Memorial Hospital*

Budget Request for: *RPHN-Upper Valley*

Budget Period *SFY24 (7/1/23-6/30/24)*

Indirect Cost Rate (if applicable) 15.50%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics
1. Salary & Wages	$13,296	$8,523	$35,797	$5,455	$110,633	$4,774
2. Fringe Benefits	$4,228	$2,710	$11,382	$1,734	$35,181	$1,519
3. Consultants	$6,601	$1	$1	$1	$6,500	$3,685
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$1	$1	$1	$1	$1,500	$1
5.(b) Supplies - Lab	$1	$1	$1	$1	$1	$1
5.(c) Supplies - Pharmacy	$1	$1	$1	$1	$1	$1
5.(d) Supplies - Medical	$1	$1	$1	$1	$1	$1
5.(e) Supplies Office	$1	$1	$1	$1	$1	$1
6. Travel	$1,170	$1	$245	$1	$10,575	$1
7. Software	$1	$1	$1	$1	$1,788	$1
8. (a) Other - Marketing/Communications	$1	$2,248	$1	$1	$8,500	$1
8. (b) Other - Education and Training	$1	$1	$1	$1	$1,150	$1
8. (c) Other - Other (specify below)						
Other (MRC member liability insurance reimbursement)	$0	$0	$0	$1,458	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$20,000	$12,540	$1	$1	$1	$3,000
Total Direct Costs	$45,303	$26,030	$47,434	$8,658	$175,832	$12,987
Total Indirect Costs	$4,697	$3,970	$7,353	$1,342	$27,255	$2,013
Subtotals	**$50,000**	**$30,000**	**$54,787**	**$10,000**	**$203,087**	**$15,000**
TOTAL						$362,874

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Contractor Initials

6/7/2022

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Mary Hitchcock Memorial Hospital*

Budget Request for: *RPHN-Greater Sullivan County*

Budget Period *SFY23 (7/1/22-6/30/23)*

Indirect Cost Rate (if applicable) 15.50%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics
1. Salary & Wages	$8,197	$11,022	$40,983	$5,359	$110,944	$6,351	$5,990
2. Fringe Benefits	$2,607	$3,505	$13,033	$1,704	$35,280	$2,888	$1,905
3. Consultants	$6,500	$1	$1	$1	$6,500	$1	$1,747
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0	$0	$0	$0	$0	$1
5.(a) Supplies - Educational	$1	$1	$1	$1	$1,500	$1	$1
5.(b) Supplies - Lab	$1	$1	$1	$1	$1	$1	$1
5.(c) Supplies - Pharmacy	$1	$1	$1	$1	$1	$1	$1
5.(d) Supplies - Medical	$1,500	$1	$1	$1	$1	$5,900	$1
5.(e) Supplies Office	$1,000	$655	$1	$1	$500	$1	$1
6. Travel	$1,480	$784	$702	$339	$5,595	$598	$336
7. Software	$1	$1	$1	$1	$1	$1	$1
8. (a) Other - Marketing/Communications	$1	$1	$1	$1	$12,259	$5,900	$1
8. (b) Other - Education and Training	$1	$1,000	$1,000	$1	$3,250	$1	$1
8. (c) Other - Other (specify below)							
Other (Office space rental and utilities)	$0	$9,000	$0	$0	$0	$0	$0
*Other (Food for vaccination clinics (*Non-federal portion of funding)*	$0	$0	$2,551	$0	$0	$0	$0
Other (MRC member liability insurance reimbursement)	$0	$0	$0	$1,245	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$22,000	$1	$1	$1	$1	$1	$3,000
Total Direct Costs	$43,290	$25,974	$58,278	$8,657	$175,833	$21,645	$12,987
Total Indirect Costs	$6,710	$4,026	$9,032	$1,343	$27,254	$3,355	$2,013
Subtotals	$50,000	$30,000	$67,310	$10,000	$203,087	$25,000	$15,000
						TOTAL	**$ 400,397**

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Contractor Initials

6/7/2022

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Mary Hitchcock Memorial Hospital*

Budget Request for: *RPHN-Greater Sullivan County*

Budget Period *SFY24 (7/1/23-6/30/24)*

Indirect Cost Rate (if applicable) 15.50%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics
1. Salary & Wages	$8,443	$11,352	$42,213	$5,520	$114,272	$5,990
2. Fringe Benefits	$2,685	$3,610	$13,424	$1,755	$36,338	$1,905
3. Consultants	$6,500	$1	$1	$1	$5,000	$1,747
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$1	$1	$1	$1	$1,500	$1
5.(b) Supplies - Lab	$1	$1	$1	$1	$1	$1
5.(c) Supplies - Pharmacy	$1	$1	$1	$1	$1	$1
5.(d) Supplies - Medical	$5,500	$1	$1	$1	$1	$1
5.(e) Supplies Office	$1,000	$653	$1	$1	$500	$1
6. Travel	$1,438	$351	$346	$128	$5,255	$336
7. Software	$1	$1	$1	$1	$1	$1
8. (a) Other - Marketing/Communications	$1	$1	$1	$1	$10,362	$1
8. (b) Other - Education and Training	$1	$1,000	$700	$1	$2,600	$1
8. (c) Other - Other (specify below)						
Other (Office space rental and utilities)	$0	$9,000	$0	$0	$0	$0
*Other (Food for vaccination clinics (*Non-federal portion of funding)*	$0	$0	$1,585	$0	$0	$0
Other (MRC member liability insurance reimburseme	$0	$0	$0	$1,245	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$20,000	$1	$1	$1	$1	$3,000
Total Direct Costs	$45,571	$25,974	$58,277	$8,658	$175,832	$12,987
Total Indirect Costs	$4,429	$4,026	$9,033	$1,342	$27,255	$2,013
Subtotals	**$50,000**	**$30,000**	**$67,310**	**$10,000**	**$203,087**	**$15,000**
TOTAL						$375,397

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Contractor Initials

6/7/2022

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Dartmouth-Hitchcock

6/7/2022
Date

DocuSigned by:
Edward Merrens
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Name: Edward Merrens
Title: Chief Clinical Officer

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Vendor Name: Dartmouth-Hitchcock

6/7/2022
Date

DocuSigned by:
Edward Merrens
Name: Edward Merrens
Title: Chief Clinical Officer

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Vendor Initials
6/7/2022
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Dartmouth-Hitchcock

6/7/2022
Date

DocuSigned by:
Edward Merrens
8ACA3CF7A0CC438...
Name: Edward Merrens
Title: Chief Clinical Officer

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.

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Contractor Initials _____

Date 6/7/2022

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Dartmouth-Hitchcock

6/7/2022
Date

DocuSigned by:
Edward Merrens
Name: Edward Merrens
Title: Chief Clinical Officer

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Dartmouth-Hitchcock

6/7/2022
Date

DocuSigned by:
Edward Merrens
Name: Edward Merrens
Title: Chief Clinical Officer

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement") agrees, as a Business Associate, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents who receive, use, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and the Agreement, and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

> "Breach," "Covered Entity," "Designated Record Set," "Data Aggregation," Designated Record Set," Health Care Operations," HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

c. "Protected Health Information" ("PHI") as used in this Agreement means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records relating to substance use disorder, if applicable, as defined below.

d. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

e. "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.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit B, Scope of Services, of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, pursuant to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard; and

IV. For data aggregation purposes for the health care operations of the Covered Entity.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor, prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
III. Whether the protected health information was actually acquired or viewed; and
IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA or the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)n, and an agreement that the Covered Entity shall be considered a direct third party beneficiary of the Business Associate's business associate agreements with Business Associate's intended business associates, who will be receiving PHI pursuant to this BAA, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

Contractor Initials DS EM

Date 6/7/2022

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

    i. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of Covered Entity's Notice of Privacy

Practices and any changes thereto will be posted on the Covered Entity's website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm .

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFRSection 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

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d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

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

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

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

Department of Health and Human Services	Dartmouth-Hitchcock
The State	Name of the Contractor
DocuSigned by: Patricia M. Tilley B46FB38F5B1D2C8...	DocuSigned by: Edward Merrens 8ACA3CF1AB1C438...
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Edward Merrens
Name of Authorized Representative	Name of Authorized Representative
Director	Chief Clinical Officer
Title of Authorized Representative	Title of Authorized Representative
6/7/2022	6/7/2022
Date	Date

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

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

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

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

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

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

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

Contractor Name: Dartmouth-Hitchcock

6/7/2022
Date

DocuSigned by:
Edward Merrens
Name: Edward Merrens
Title: Chief Clinical Officer

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Contractor Initials

6/7/2022
Date

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?

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

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

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

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.
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 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 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 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/doit/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 must notify the DHHS Security Office and the Program Contact via the email addresses provided in Section VI of this Exhibit, immediately upon the Contractor determining that a breach or security incident has occurred and that DHHS confidential Information/data may have been exposed or compromised. 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 immediately notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches as specified in Section IV, paragraph 11 above.

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

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to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS 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

E. DHHS Program Area Contact:
Christine.Bean@dhhs.nh.gov

State of New Hampshire

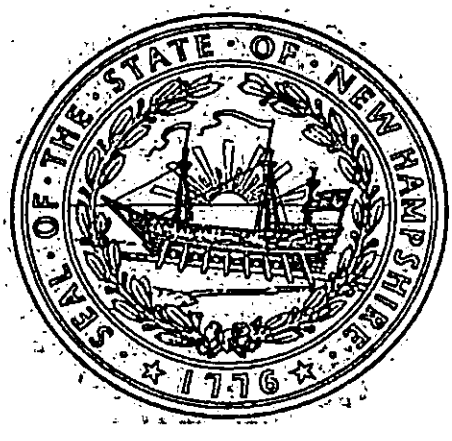
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0005760740**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2022.

David M. Scanlan

Secretary of State

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

Dartmouth-Hitchcock

CERTIFICATE OF VOTE/AUTHORITY

I, Roberta L. Hines, MD, 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 June 23rd, 2017 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 in furtherance of its charitable purposes."
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.
5. The foregoing authority remains in full force and effect as of the date of the agreement executed or action taken in reliance upon this Certificate. This authority shall remain valid for thirty (30) days from the date of this Certificate and the State of New Hampshire shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been received by the State of New Hampshire.

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 17th day of May, 2022.

Roberta L. Hines, MD, Board Chair

STATE OF NH

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 17 day of May, 2022 by Roberta L Hines, MD.

LAURA K. RONDEAU
STATE OF
-MY-
COMMISSION
EXPIRES
MARCH 9, 2027
NEW HAMPSHIRE
NOTARY PUBLIC

Notary Public
My Commission Expires: March 9, 2027

CERTIFICATE OF INSURANCE

DATE: February 1, 2022

COMPANY AFFORDING COVERAGE
Hamden Assurance Risk Retention Group, Inc.
P.O. Box 1687
30 Main Street, Suite 330
Burlington, VT 05401

INSURED
Mary Hitchcock Memorial Hospital
One Medical Center Drive
Lebanon, NH 03756
(603)653-6850

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.

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		0002021-A	7/1/2021	7/1/2022	EACH OCCURRENCE	$2,000,000
					DAMAGE TO RENTED PREMISES	$1,000,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	$1,000,000
	OCCURRENCE				GENERAL AGGREGATE	$2,000,000
OTHER					PRODUCTS-COMP/OP AGG	$1,000,000
PROFESSIONAL LIABILITY		0002021-A	7/1/2021	7/1/2022	EACH CLAIM	$1,000,000
X	CLAIMS MADE				ANNUAL AGGREGATE	$3,000,000
	OCCURENCE					
OTHER						

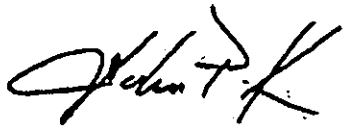
DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
Certificate is issued as evidence of insurance.

CERTIFICATE HOLDER

NH Department 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



DARTHIT-01 ASTOBERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2021

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

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

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Angela Columbus PHONE (A/C, No, Ext): (774) 233-6204 FAX (A/C, No): E-MAIL ADDRESS: Angela.Columbus@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Safety National Casualty Corporation	15105
INSURED Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐	N/A		AGC4065185	7/1/2021	7/1/2022	X PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Evidence of Workers Compensation coverage for

Cheshire Medical Center
Dartmouth-Hitchcock Health
Mary Hitchcock Memorial Hospital
Alice Peck Day Memorial Hospital
New London Hospital Association
Mt. Ascutney Hospital and Health Center

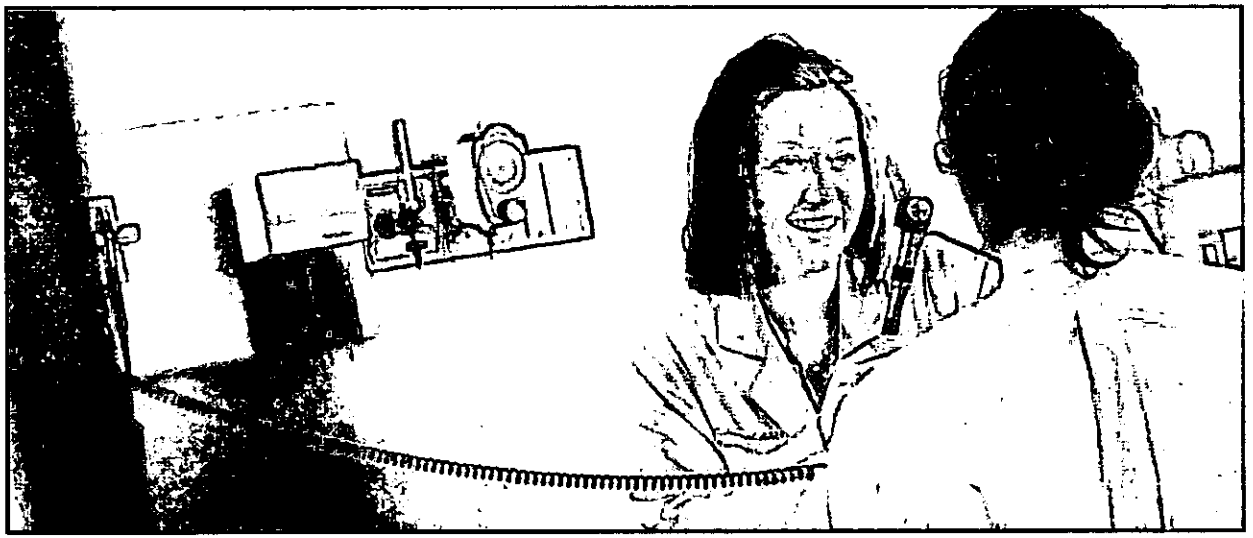
CERTIFICATE HOLDER	CANCELLATION
NH DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

About Dartmouth-Hitchcock

Dartmouth-Hitchcock (D-H) is comprised of the Dartmouth-Hitchcock Medical Center (DHMC) and several clinics throughout New Hampshire and Vermont. Our physicians and researchers collaborate with Geisel School of Medicine scientists and faculty as well as other leading health care organizations to develop new treatments at the cutting edge of medical practice bringing the latest medical discoveries to the patient.

Dartmouth-Hitchcock includes:

Dartmouth-Hitchcock Medical Center (DHMC)



DHMC is the state's only academic medical center, and the only Level I Adult and Pediatric Trauma Center in New Hampshire. The Dartmouth-Hitchcock Advanced Response Team (DHART), based in Lebanon and Manchester, provides ground and air medical transportation to communities throughout northern New England. DHMC was named in 2021 as the #1

hospital in New Hampshire by U.S. News & World Report (https://health.usnews.com/best-hospitals/area/nh), and recognized for high performance in nine clinical specialties, procedures, and conditions.

The Dartmouth-Hitchcock Clinic

The Dartmouth-Hitchcock Clinic is a network of primary and specialty care physicians located throughout New Hampshire and Vermont, with major community group practices in Lebanon, Concord, Manchester, Nashua, and Keene, New Hampshire, and Bennington, Vermont.

Mary Hitchcock Memorial Hospital

Mary Hitchcock Memorial Hospital is New Hampshire's only teaching hospital, with an inpatient capacity of 396 beds.

Children's Hospital at Dartmouth-Hitchcock (CHaD)

CHaD is New Hampshire's only children's hospital and a member of the Children's Hospital Association, providing advanced pediatric inpatient, outpatient and surgical services at DHMC in Lebanon as well as in Bedford, Concord, Manchester, Nashua, and Dover, New Hampshire.

Norris Cotton Cancer Center (NCCC)

NCCC is a designated Comprehensive Cancer Center by the National Cancer Institute, and is one of the premier facilities for cancer treatment, research, prevention, and education. Interdisciplinary teams, devoted to the treatment of specific types of cancer, work together to care for patients of all ages in Lebanon, Manchester, Nashua, Keene, New Hampshire, and St. Johnsbury, Vermont.

Our mission, vision, and 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.

Our values

- Respect
- Integrity

- Commitment
- Transparency
- Trust
- Teamwork
- Stewardship
- Community

Learn more about us

- Facts and Figures
- Community Outreach
- Collaborations
- Population Health
- Awards and Honors
- History

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2021 and 2020

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Report of Independent Auditors

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

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, 2021 and 2020, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended.

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. 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 financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2021 and 2020, 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.

PricewaterhouseCoopers LLP, 101 Seaport Boulevard, Suite 500, Boston, Massachusetts 02210
T: (617) 530 5000, F: (617) 530 5001, www.pwc.com/us

Other Matter

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 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.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 18, 2021

(in thousands of dollars)	2021	2020
Assets		
Current assets		
Cash and cash equivalents	$ 374,928	$ 453,223
Patient accounts receivable (Note 4)	232,161	183,819
Prepaid expenses and other current assets	157,318	161,906
Total current assets	764,407	798,948
Assets limited as to use (Notes 5 and 7)	1,378,479	1,134,526
Other investments for restricted activities (Notes 5 and 7)	168,035	140,580
Property, plant, and equipment, net (Note 6)	680,433	643,586
Right of use assets, net (Note 16)	58,410	57,585
Other assets	177,098	137,338
Total assets	$ 3,226,862	$ 2,912,563
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	$ 9,407	$ 9,467
Current portion of right of use obligations (Note 16)	11,289	11,775
Current portion of liability for pension and other postretirement plan benefits (Note 11 and 14)	3,468	3,468
Accounts payable and accrued expenses	131,224	129,016
Accrued compensation and related benefits	182,070	142,991
Estimated third-party settlements (Note 3 and 4)	252,543	302,525
Total current liabilities	590,001	599,242
Long-term debt, excluding current portion (Note 10)	1,126,357	1,138,530
Long-term right of use obligations, excluding current portion (Note 16)	48,167	46,456
Insurance deposits and related liabilities (Note 12)	79,974	77,146
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11 and 14)	224,752	324,257
Other liabilities	214,714	143,678
Total liabilities	2,283,965	2,329,309
Commitments and contingencies (Notes 3, 4, 6, 7, 10, 13, and 16)		
Net assets		
Net assets without donor restrictions (Note 9)	758,627	431,026
Net assets with donor restrictions (Notes 8 and 9)	184,270	152,228
Total net assets	942,897	583,254
Total liabilities and net assets	$ 3,226,862	$ 2,912,563

(in thousands of dollars)	2021	2020
Operating revenue and other support		
Net patient service revenue (Note 4)	$ 2,138,287	$ 1,880,025
Contracted revenue	85,263	74,028
Other operating revenue (Note 5)	424,958	374,622
Net assets released from restrictions	15,201	16,260
Total operating revenue and other support	2,663,709	2,344,935
Operating expenses		
Salaries	1,185,910	1,144,823
Employee benefits	302,142	272,872
Medications and medical supplies	545,523	455,381
Purchased services and other	383,949	360,496
Medicaid enhancement tax (Note 4)	72,941	76,010
Depreciation and amortization	88,921	92,164
Interest (Note 10)	30,787	27,322
Total operating expenses	2,610,173	2,429,068
Operating income (loss)	53,536	(84,133)
Non-operating gains (losses)		
Investment income, net (Note 5)	203,776	27,047
Other components of net periodic pension and post retirement benefit income (Note 11 and 14)	13,559	10,810
Other losses, net (Note 10)	(4,233)	(2,707)
Total non-operating gains, net	213,102	35,150
Excess (deficiency) of revenue over expenses	$ 266,638	$ (48,983)

(in thousands of dollars)	2021	2020
Net assets without donor restrictions		
Excess (deficiency) of revenue over expenses	$ 266,638	$ (48,983)
Net assets released from restrictions for capital	2,017	1,414
Change in funded status of pension and other postretirement benefits (Note 11)	59,132	(79,022)
Other changes in net assets	(186)	(2,316)
Increase (decrease) in net assets without donor restrictions	327,601	(128,907)
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	30,107	26,312
Investment income, net	19,153	1,130
Net assets released from restrictions	(17,218)	(17,674)
Increase in net assets with donor restrictions	32,042	9,768
Change in net assets	359,643	(119,139)
Net assets		
Beginning of year	583,254	702,393
End of year	$ 942,897	$ 583,254

(in thousands of dollars)	2021	2020
Cash flows from operating activities		
Change in net assets	$ 359,643	$ (119,139)
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Depreciation and amortization	88,904	93,704
Amortization of bond premium, discount, and issuance cost, net	(2,820)	153
Amortization of right of use asset	10,034	8,218
Payments on right of use lease obligations - operating	(9,844)	(7,941)
Change in funded status of pension and other postretirement benefits	(59,132)	79,022
Loss (gain) on disposal of fixed assets	592	(39)
Net realized gains and change in net unrealized gains on investments	(228,489)	(14,060)
Restricted contributions and investment earnings	(3,445)	(3,605)
Changes in assets and liabilities		
Patient accounts receivable	(48,342)	37,306
Prepaid expenses and other current assets	4,588	(78,907)
Other assets, net	(39,760)	(13,385)
Accounts payable and accrued expenses	1,223	9,772
Accrued compensation and related benefits	39,079	14,583
Estimated third-party settlements	9,787	260,955
Insurance deposits and related liabilities	2,828	18,739
Liability for pension and other postretirement benefits	(40,373)	(35,774)
Other liabilities	11,267	19,542
Net cash provided by operating and non-operating activities	95,740	269,144
Cash flows from investing activities		
Purchase of property, plant, and equipment	(122,347)	(128,019)
Proceeds from sale of property, plant, and equipment	316	2,987
Purchases of investments	(95,943)	(321,152)
Proceeds from maturities and sales of investments	75,071	82,986
Net cash used in investing activities	(142,903)	(363,198)
Cash flows from financing activities		
Proceeds from line of credit	-	35,000
Payments on line of credit	-	(35,000)
Repayment of long-term debt	(9,183)	(10,665)
Proceeds from issuance of debt	-	415,336
Repayment of finance lease	(3,117)	(2,429)
Payment of debt issuance costs	(230)	(2,157)
Restricted contributions and investment earnings	3,445	3,605
Net cash (used in) provided by financing activities	(9,085)	403,690
(Decrease) increase in cash and cash equivalents	(56,248)	309,636
Cash and cash equivalents		
Beginning of year	453,223	143,587
End of year	$ 396,975	$ 453,223
Supplemental cash flow information		
Interest paid	$ 41,819	$ 22,562
Construction in progress included in accounts payable and accrued expenses	16,192	17,177

The following table reconciles cash and cash equivalents on the consolidated balance sheets to cash, cash equivalents and restricted cash on the consolidated statements of cash flows.

	2021	2020
Cash and cash equivalents	$ 374,928	$ 453,223
Cash and cash equivalents included in assets limited as to use	18,500	-
Restricted cash and cash equivalents included in Other investments for restricted activities	3,547	-
Total of cash, cash equivalents and restricted cash shown in the consolidated statements of cash flows	$ 396,975	$ 453,223

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic (DHC) and Subsidiaries, Mary Hitchcock Memorial Hospital (MHMH) and Subsidiaries, (DHC and MHMH together are referred to as D-H), The New London Hospital Association (NLH) and Subsidiaries, Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) (MAHHC) and Subsidiaries, Cheshire Medical Center (Cheshire) and Subsidiaries, Alice Peck Day Memorial Hospital (APD) and Subsidiary, and the Visiting Nurse and Hospice for Vermont and New Hampshire (VNH) and Subsidiaries. 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 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, DHC, MHMH, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

On September 30, 2019, D-HH and GraniteOne Health (GOH) entered into an agreement (The Combination Agreement) to combine their respective healthcare systems. The GOH system is comprised of Catholic Medical Center (CMC), an acute care community hospital in Manchester, New Hampshire, Huggins Hospital (HH) located in Wolfeboro, NH and Monadnock Community Hospital, (MCH) located in Peterborough, NH. Both HH and MCH are designated as Critical Access Hospitals (CAH). The three member hospitals of GOH have a combined licensed bed count of 380 beds. GOH is a non-profit, community based health care system. The overarching rationale for the proposed combination is to improve access to high quality primary and specialty care in the most convenient, cost-effective sites of service for patients and the communities served by D-HH and GOH. Other stated benefits of the combination include reinforcing the rural health network, investing in needed capacity to accommodate unmet and anticipated demand, and drawing on our combined strengths to attract the necessary health care workforce. The parties have submitted regulatory filings with the Federal Trade Commission and the New Hampshire Attorney General's office seeking approval of the proposed transaction. As of June 30, 2021, the proposed combination remains under regulatory review.

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.).

- *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 2020 was approximately $182,209,000. The 2021 Community Benefits Reports are expected to be filed in February 2022.

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, 2021:

(in thousands of dollars)

Government-sponsored healthcare services	$	309,203
Health professional education		38,978
Charity care		17,441
Subsidized health services		17,341
Community health services		13,866
Research		7,064
Community building activities		4,391
Financial contributions		3,276
Community benefit operations		57
Total community benefit value	$	411,617

In fiscal years 2021 and 2020, funds received to offset or subsidize charity care costs provided were $848,000 and $1,224,000, respectively.

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 (Deficiency) of Revenue over Expenses
The consolidated statements of operations and changes in net assets include the excess (deficiency) 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, realized gains/losses on sales of investment securities and changes in unrealized gains/losses on investments are reported as non-operating gains (losses).

Changes in net assets without donor restrictions which are excluded from the excess (deficiency) 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, and change in funded status of pension and other postretirement benefit plans.

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.

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 the Department of Health and Human Services ("HHS") Coronavirus Aid, Relief, and Economic Securities Act ("CARES Act" Provider Relief Funds ("Provider Relief Funds") operating agreements, grant revenue, cafeteria sales and other support service revenue (Note 3).

Cash Equivalents
Cash and cash equivalents include amounts on deposit with financial institutions; short-term investments with maturities of three months or less at the time of purchase and other highly liquid investments, primarily cash management funds, which would be considered level 1 investments under the fair value hierarchy. All short-term, highly liquid investments, otherwise qualifying as cash equivalents, included within the Health System's endowment and similar investment pools are classified as investments, at fair value and therefore are excluded from Cash and cash equivalents in the Statements of Cash Flows.

Investments and Investment Income
Investments in equity securities with readily determinable fair values, mutual funds, governmental securities, debt securities, and pooled/commingled funds are reported at fair value with changes in fair value included in the excess (deficiency) 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 (deficiency) of revenue over expenses.

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 and 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 (deficiency) of revenue over expenses and classified as non-operating 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 carrying amounts of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximate 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 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 (deficiency) 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 $9,403,000 and $10,007,000 as intangible assets associated with its affiliations as of June 30, 2021 and 2020, respectively.

Gifts
Gifts without donor restrictions are recorded net of related expenses as non-operating 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 August 2018, FASB issued *ASU No. 2018-15, Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract.* This ASU aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software or software licenses. The ASU is effective for fiscal year 2022 and the Health System is evaluating the impact of the new guidance on the consolidated financial statements.

3. COVID – 19's Impact on Dartmouth-Hitchcock Health

Throughout the 18 months since New Hampshire's first COVID-19 patient presented at Dartmouth-Hitchcock Health's academic medical center campus in Lebanon, New Hampshire, the organization has responded to meet the needs of our patients, community and staff, transforming as necessary to resume operations. Personal Protective Equipment (PPE), which was critically short at the outset of the pandemic, is now readily available. D-HH'S academic medical center campus continues to serve as the referral site for the state's and region's most complex COVID cases.

There have been three primary points of clinical emphasis in responding to COVID-19: telehealth, laboratory medicine, and clinical trials throughout the past year and a half. The pace and volume of COVID-19 response lessened in this past quarter, as vaccination efforts and declining case counts in D-HH's service area have made a significant difference in the necessary clinical response. While demand for telehealth has seen an expected drop in utilization from the daily virtual encounters seen early in the pandemic, in December 2020, D-HH's Center for Telehealth launched a virtual Urgent Care service for beneficiaries of the D-H health plan. In April, it was expanded as a general consumer offering and we continue to provide telehealth services to, and create partnerships with, an expanding number of hospitals and health systems around the region.

The learned and lived experiences of the past 18 months have positioned D-HH well to continue its economic recovery as we have found the clinical balance between caring for COVID-19 patients while continuing to care for non-COVID cases.

Health and Human Services ("HHS") Provider Relief Funds

D-HH received $65,600,000 and $88,700,000 from the Provider Relief funds for the years ended June 30, 2021 and 2020, respectively. We will continue to pursue Provider Relief funds as available and required to provide support to D-HH.

Medicare and Medicaid Services ("CMS") expanded Accelerated and Advance Payment Program

D-HH received a total of $272,600,000 of temporary funds received from the Cares Act in the form of CMS prepayment advances of $239,500,000 and accumulated payroll tax deferrals of $33,100,000. In October 2020, new regulations were issued to revise the recoupment start date from August 2020 to April 2021.

HHS Reporting Requirements for the CARES Act

In June 2021, HHS issued new reporting requirements for the CARES Act Provider Relief Funding. The new requirements first require Hospitals to identify healthcare-related expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source. If those expenses do not exceed the Provider Relief funding received, Hospitals will need to demonstrate that the remaining Provider Relief funds were used to compensate for a negative variance in patient service revenue. HHS is entitled to recoup Provider Relief Funding in excess of the sum of expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source and the decline in patient care revenue. Due to these new reporting requirements there is at least a reasonable possibility that amounts recorded under the CARES Act Provider Relief fund by the Health System may change in future periods.

4. Net Patient Service Revenue and Accounts Receivable

The Health System reports net 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.

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 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.

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.

Vermont imposes a provider tax on home health agencies in the amount of 4.25% of annual net patient revenue. In fiscal years 2021 and 2020, home health provider taxes paid were $623,000 and $624,000, respectively.

Medicaid Enhancement Tax & Disproportionate Share Hospital
On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (Hospitals) agreed to resolve disputed issues and enter into a seven-year agreement to stabilize Disproportionate Share Hospital (DSH) payments, with provisions for alternative payments in the event of legislative changes to the DSH program. Under the agreement, the State committed to make DSH payments to the Hospitals in an amount no less than 86% of the Medicaid Enhancement Tax (MET) proceeds collected in each fiscal year, in addition to providing for directed payments or increased rates for Hospitals in an amount equal to 5% of MET proceeds collected from state fiscal year (SFY) 2020 through SFY 2024. The agreement prioritizes DSH payments to critical access hospitals in an amount equal to 75% of allowable uncompensated care (UCC), with the remainder distributed to Hospitals without critical access designation in proportion to their allowable UCC amounts.

During the years ended June 30, 2021 and 2020, the Health System received DSH payments of approximately, $67,940,000 and $71,133,000 respectively. DSH payments are subject to audit and therefore, for the years ended June 30, 2021 and 2020, the Health System recognized as revenue DSH receipts of approximately $61,602,000 and approximately $67,500,000, respectively.

During the years ended June 30, 2021 and 2020, the Health System recorded State of NH MET and State of VT Provider taxes of $72,941,000 and $76,010,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain patient service revenues. 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 services 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, 2021 and 2020, the Health System had reserves of $252,543,000 and $302,525,000, respectively, recorded in Estimated third-party settlements. As of June 30, 2021 and 2020, Estimated third-party settlements includes $179,382,000 and $239,500,000, respectively, of Medicare accelerated and advanced payments, received as working capital support during COVID-19 outbreak. As of June 30, 2021 and 2020, Other liabilities include $43,612,000 and $10,900,000, respectively.

For the years ended June 30, 2021 and 2020, additional increases in revenue of $4,287,000 and $2,314,000, respectively, were recognized due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

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 total operating revenue and other support presented at the net transaction price for the years ended June 30, 2021 and 2020.

	2021		
(in thousands of dollars)	**PPS**	**CAH**	**Total**
Hospital			
Medicare	$ 526,114	$ 81,979	$ 608,093
Medicaid	144,434	11,278	155,712
Commercial	793,274	73,388	866,662
Self Pay	4,419	(721)	3,698
Subtotal	1,468,241	165,924	1,634,165
Professional	446,181	37,935	484,116
Subtotal	1,914,422	203,859	2,118,281
VNA			20,006
Subtotal			2,138,287
Other Revenue			462,517
Provider Relief Fund			62,905
Total operating revenue and other support			$ 2,663,709

	2020		
(in thousands of dollars)	**PPS**	**CAH**	**Total**
Hospital			
Medicare	$ 461,990	$ 64,087	$ 526,077
Medicaid	130,901	10,636	141,537
Commercial	718,576	60,715	779,291
Self Pay	2,962	2,501	5,463
Subtotal	1,314,429	137,939	1,452,368
Professional	383,503	22,848	406,351
Subtotal	1,697,932	160,787	1,858,719
VNA			21,306
Subtotal			1,880,025
Other Revenue			376,185
Provider Relief Fund			88,725
Total operating revenue and other support			$ 2,344,935

Accounts Receivable

The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2021 and 2020:

	2021	2020
Medicare	34%	36%
Medicaid	13%	13%
Commercial	41%	39%
Self Pay	12%	12%
Total	100%	100%

5. Investments

The composition of investments at June 30, 2021 and 2020 is set forth in the following table:

(in thousands of dollars)	2021	2020
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 24,692	$ 9,646
U.S. government securities	157,373	103,977
Domestic corporate debt securities	322,616	199,462
Global debt securities	74,292	70,145
Domestic equities	247,486	203,010
International equities	81,060	123,205
Emerging markets equities	52,636	22,879
Global equities	79,296	-
Real Estate Investment Trust	422	313
Private equity funds	110,968	74,131
Hedge funds	-	36,964
	1,150,841	843,732
Investments held by captive insurance companies (Note 11)		
U.S. government securities	26,759	15,402
Domestic corporate debt securities	5,979	8,651
Global debt securities	6,617	8,166
Domestic equities	11,396	15,150
International equities	6,488	7,227
	57,239	54,596
Held by trustee under indenture agreement (Note 9)		
Cash and short-term investments	170,399	236,198
Total assets limited as to use	1,378,479	1,134,526
Other investments for restricted activities		
Cash and short-term investments	13,400	7,186
U.S. government securities	28,330	28,055
Domestic corporate debt securities	40,676	35,440
Global debt securities	8,953	11,476
Domestic equities	33,634	26,723
International equities	9,497	15,402
Emerging markets equities	5,917	2,766
Global equities	8,755	-
Real Estate Investment Trust	21	-
Private equity funds	12,251	9,483
Hedge funds	6,557	4,013
Other	44	36
Total other investments for restricted activities	168,035	140,580
Total investments	$ 1,546,514	$ 1,275,106

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.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2021 and 2020. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

	2021		
(in thousands of dollars)	Fair Value	Equity	Total
Cash and short-term investments	$ 208,491	$ -	$ 208,491
U.S. government securities	212,462	-	212,462
Domestic corporate debt securities	191,112	178,159	369,271
Global debt securities	55,472	34,390	89,862
Domestic equities	225,523	66,993	292,516
International equities	55,389	41,656	97,045
Emerging markets equities	1,888	56,665	58,553
Global equities	-	88,051	88,051
Real Estate Investment Trust	443	-	443
Private equity funds	-	123,219	123,219
Hedge funds	446	6,111	6,557
Other	44	-	44
	$ 951,270	$ 595,244	$ 1,546,514

	2020		
(in thousands of dollars)	Fair Value	Equity	Total
Cash and short-term investments	$ 253,030	$ -	$ 253,030
U.S. government securities	147,434	-	147,434
Domestic corporate debt securities	198,411	45,142	243,553
Global debt securities	44,255	45,532	89,787
Domestic equities	195,014	49,869	244,883
International equities	77,481	68,353	145,834
Emerging markets equities	1,257	24,388	25,645
Real Estate Investment Trust	313	-	313
Private equity funds	-	83,614	83,614
Hedge funds	-	40,977	40,977
Other	36	-	36
	$ 917,231	$ 357,875	$ 1,275,106

For the years ended June 30, 2021 and 2020 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as other operating revenue of approximately $930,000 and $936,000 and as non-operating gains of approximately $203,776,000 and $27,047,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner. 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, 2021 and 2020, the Health System has outstanding commitments of $47,419,000 and $53,677,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2021 and 2020:

(in thousands of dollars)	2021	2020
Land	$ 40,749	$ 40,749
Land improvements	43,927	39,820
Buildings and improvements	955,094	893,081
Equipment	993,899	927,233
	2,033,669	1,900,883
Less: Accumulated depreciation	1,433,467	1,356,521
Total depreciable assets, net	600,202	544,362
Construction in progress	80,231	99,224
	$ 680,433	$ 643,586

As of June 30, 2021, construction in progress primarily consists of two projects. The Manchester Ambulatory Surgical Center (ASC) and the in-patient tower located in Lebanon, NH. The ASC partially opened in April 2021. The estimated cost to complete the ASC is $4,300,000. The anticipated completion date is the second quarter of fiscal 2022. The in-patient tower project is estimated to cost $82,000,000 to complete. The anticipated completion date is the fourth quarter of fiscal 2023.

Capitalized interest of $5,127,000 and $2,297,000 is included in construction in progress as of June 30, 2021 and 2020, respectively.

Depreciation and amortization expense included in operating and non-operating activities was approximately $86,011,000 and $89,762,000 for 2021 and 2020, 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 and cash which will be used for future investment opportunities.

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).

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).

Hedge Funds
Consists of publicly traded, daily-pricing mutual funds that use long/short trading strategies (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, 2021 and 2020:

	2021			
(in thousands of dollars)	Level 1	Level 2	Level 3	Total
Assets				
Investments				
Cash and short term investments	$ 208,491	$ -	$ -	$ 208,491
U.S. government securities	212,462	-	-	212,462
Domestic corporate debt securities	36,163	154,949	-	191,112
Global debt securities	27,410	28,062	-	55,472
Domestic equities	220,434	5,089	-	225,523
International equities	55,389	-	-	55,389
Emerging market equities	1,888	-	-	1,888
Real estate investment trust	443	-	-	443
Hedge funds	446	-	-	446
Other	9	35	-	44
Total investments	763,135	188,135	-	951,270
Deferred compensation plan assets				
Cash and short-term investments	6,099	-	-	6,099
U.S. government securities	48	-	-	48
Domestic corporate debt securities	10,589	-	-	10,589
Global debt securities	1,234	-	-	1,234
Domestic equities	37,362	-	-	37,362
International equities	5,592	-	-	5,592
Emerging market equities	39	-	-	39
Real estate	15	-	-	15
Multi strategy fund	65,257	-	-	65,257
Total deferred compensation plan assets	126,235	-	-	126,235
Beneficial interest in trusts	-	-	10,796	10,796
Total assets	$ 889,370	$ 188,135	$ 10,796	$ 1,088,301

	2020			
(in thousands of dollars)	Level 1	Level 2	Level 3	Total
Assets				
Investments				
Cash and short term investments	$ 253,030	$ -	$ -	$ 253,030
U.S. government securities	147,434	-	-	147,434
Domestic corporate debt securities	17,577	180,834	-	198,411
Global debt securities	22,797	21,458	-	44,255
Domestic equities	187,354	7,660	-	195,014
International equities	77,481	-	-	77,481
Emerging market equities	1,257	-	-	1,257
Real estate investment trust	313	-	-	313
Other	2	34	-	36
Total investments	707,245	209,986	-	917,231
Deferred compensation plan assets				
Cash and short-term investments	5,754	-	-	5,754
U.S. government securities	51	-	-	51
Domestic corporate debt securities	7,194	-	-	7,194
Global debt securities	1,270	-	-	1,270
Domestic equities	24,043	-	-	24,043
International equities	3,571	-	-	3,571
Emerging market equities	27	-	-	27
Real estate	11	-	-	11
Multi strategy fund	51,904	-	-	51,904
Guaranteed contract	-	-	92	92
Total deferred compensation plan assets	93,825	-	92	93,917
Beneficial interest in trusts	-	-	9,202	9,202
Total assets	$ 801,070	$ 209,986	$ 9,294	$ 1,020,350

The following tables set forth the financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above as of June 30, 2021 and 2020.

	2021		
(in thousands of dollars)	**Beneficial Interest in Perpetual Trust**	**Guaranteed Contract**	**Total**
Balances at beginning of year	$ 9,202	$ 92	$ 9,294
Net realized/unrealized gains (losses)	1,594	(92)	1,502
Balances at end of year	$ 10,796	$ -	$ 10,796

	2020		
(in thousands of dollars)	**Beneficial Interest in Perpetual Trust**	**Guaranteed Contract**	**Total**
Balances at beginning of year	$ 9,301	$ 89	$ 9,390
Net realized/unrealized (losses) gains	(99)	3	(96)
Balances at end of year	$ 9,202	$ 92	$ 9,294

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, 2021 and 2020.

8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2021 and 2020:

(in thousands of dollars)	2021	2020
Investments held in perpetuity	$ 64,498	$ 59,352
Healthcare services	38,869	33,976
Health education	26,934	16,849
Research	24,464	22,116
Charity care	15,377	12,366
Other	7,215	4,488
Purchase of equipment	6,913	3,081
	$ 184,270	$ 152,228

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, 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.

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, 2021 and 2020.

Endowment net asset composition by type of fund consists of the following at June 30, 2021 and 2020:

	2021		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 108,213	$ 108,213
Board-designated endowment funds	41,728	-	41,728
Total endowed net assets	$ 41,728	$ 108,213	$ 149,941

(in thousands of dollars)	2020 Without Donor Restrictions	2020 With Donor Restrictions	2020 Total
Donor-restricted endowment funds	$ -	$ 80,039	$ 80,039
Board-designated endowment funds	33,714	-	33,714
Total endowed net assets	$ 33,714	$ 80,039	$ 113,753

Changes in endowment net assets for the years ended June 30, 2021 and 2020 are as follows:

(in thousands of dollars)	2021 Without Donor Restrictions	2021 With Donor Restrictions	2021 Total
Balances at beginning of year	$ 33,714	$ 80,039	$ 113,753
Net investment return	7,192	17,288	24,480
Contributions	894	13,279	14,173
Transfers	-	418	418
Release of appropriated funds	(72)	(2,811)	(2,883)
Balances at end of year	$ 41,728	$ 108,213	$ 149,941
Balances at end of year		108,213	
Beneficial interest in perpetual trusts		9,721	
Net assets with donor restrictions		$ 117,934	

(in thousands of dollars)	2020 Without Donor Restrictions	2020 With Donor Restrictions	2020 Total
Balances at beginning of year	$ 31,421	$ 78,268	$ 109,689
Net investment return	713	1,460	2,173
Contributions	890	2,990	3,880
Transfers	14	267	281
Release of appropriated funds	676	(2,946)	(2,270)
Balances at end of year	$ 33,714	$ 80,039	$ 113,753
Balances at end of year		80,039	
Beneficial interest in perpetual trusts		6,782	
Net assets with donor restrictions		$ 86,821	

10. Long-Term Debt

A summary of long-term debt at June 30, 2021 and 2020 is as follows:

(in thousands of dollars)	2021	2020
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 2020A, principal maturing in varying annual amounts, through August 2059 (2)	125,000	125,000
Series 2017A, principal maturing in varying annual amounts, through August 2040 (3)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (3)	109,800	109,800
Series 2019A, principal maturing in varying annual amounts, through August 2043 (4)	99,165	99,165
Series 2018C, principal maturing in varying annual amounts, through August 2030 (5)	24,425	25,160
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	23,470	24,315
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2014A, principal maturing in varying annual amounts, through August 2022 (7)	12,385	19,765
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
Note payable		
Note payable to a financial institution due in monthly interest only payments through May 2035 (9)	125,000	125,000
Total obligated group debt	$ 1,053,637	$ 1,062,597

A summary of long-term debt at June 30, 2021 and 2020 is as follows (continued):

(in thousands of dollars)	2021	2020
Other		
Note payable to a financial institution payable in interest free monthly installments through December 2024; collateralized by associated equipment	$ 147	$ 287
Note payable to a financial institution with entire principal due June 2034; collateralized by land and building. The note payable is interest free	273	273
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046	2,489	2,560
Total nonobligated group debt	2,909	3,120
Total obligated group debt	1,053,637	1,062,597
Total long-term debt	1,056,546	1,065,717
Add: Original issue premium and discounts, net	86,399	89,542
Less: Current portion	9,407	9,467
Debt issuance costs, net	7,181	7,262
	$ 1,126,357	$ 1,138,530

Aggregate annual principal payments for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	2021
2022	$ 9,407
2023	6,602
2024	1,841
2025	4,778
2026	4,850
Thereafter	1,029,068
	$ 1,056,546

Dartmouth-Hitchcock Obligated Group (DHOG) Debt
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, APD. D-HH is designated as the obligated group agent.

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 non-operating 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 2020A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2020A in February, 2020. The proceeds from the Series 2020A Revenue Bonds are being used primarily to fund the construction of a 212,000 square foot inpatient pavilion in Lebanon, NH as well as various equipment. The interest on the Series 2020A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2059.

(3) 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.

(4) Series 2019A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2019A in October, 2019. The proceeds from the Series 2019A Revenue Bonds are being used primarily to fund the construction of a 91,000 square foot expansion of facilities in Manchester, NH to include an Ambulatory Surgical Center as well as various equipment. The interest on the Series 2019A Revenue Bonds is fixed with an interest rate of 4.00% and matures in variable amounts through 2043.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) Note payable to financial institution

The DHOG issued a note payable to TD Bank in May 2020. Issued in response to the COVID-19 pandemic, the proceeds from the note will be used to fund working capital as needed. The interest on the note payable is fixed with an interest rate of 2.56% and matures at various dates through 2035.

Outstanding joint and several indebtedness of the DHOG at June 30, 2021 and 2020 approximates $1,053,637,000 and $1,062,597,000, respectively.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $170,399,000 and $236,198,000 at June 30, 2021 and 2020, respectively; are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 4). In addition, debt service reserves of approximately $8,035,000 and $9,286,000 at June 30, 2021 and 2020, respectively, are classified as other current assets in the accompanying consolidated balance sheets. The debt service reserves are mainly comprised of escrowed construction funds at June 30, 2021 and 2020.

For the years ended June 30, 2021 and 2020 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 $30,787,000 and $27,322,000 and other non-operating losses of $3,782,000 and $3,784,000, respectively, net of amounts capitalized.

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, 2021 and 2020:

(in thousands of dollars)	2021	2020
Service cost for benefits earned during the year	$ -	$ 170
Interest cost on projected benefit obligation	36,616	43,433
Expected return on plan assets	(63,261)	(62,436)
Net loss amortization	14,590	12,032
Total net periodic pension expense	$ (12,055)	$ (6,801)

The following assumptions were used to determine net periodic pension expense as of June 30, 2021 and 2020:

	2021	2020
Discount rate	3.00% - 3.10%	3.00% - 3.10%
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50%	7.50%

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, 2021 and 2020:

(in thousands of dollars)	2021	2020
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,209,100	$ 1,135,523
Service cost	-	170
Interest cost	36,616	43,433
Benefits paid	(52,134)	(70,778)
Expenses paid	-	(168)
Actuarial loss	(22,411)	139,469
Settlements	(30,950)	(38,549)
Benefit obligation at end of year	1,140,221	1,209,100
Change in plan assets		
Fair value of plan assets at beginning of year	929,453	897,717
Actual return on plan assets	87,446	121,245
Benefits paid	(52,134)	(70,778)
Expenses paid	-	(168)
Employer contributions	25,049	19,986
Settlements	(30,950)	(38,549)
Fair value of plan assets at end of year	958,864	929,453
Funded status of the plans	(181,357)	(279,647)
Less: Current portion of liability for pension	(46)	(46)
Long term portion of liability for pension	(181,311)	(279,601)
Liability for pension	$ (181,357)	$ (279,647)

As of June 30, 2021 and 2020, 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 $481,073,000 and $546,818,000 of net actuarial loss as of June 30, 2021 and 2020, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2021 for net actuarial losses is approximately $14,590,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,140,000,000 and $1,209,000,000 at June 30, 2021 and 2020, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2021 and 2020:

	2021	2020
Discount rate	3.30%	3.00% - 3.10%
Rate of increase in compensation	N/A	N/A

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 June 30, 2021, it is expected that the LDI strategy will hedge approximately 75% of the interest rate risk associated with pension liabilities. As of June 30, 2020, the expected LDI hedge was approximately 60%. 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	42
Global debt securities	6–26	4
Domestic equities	5–35	17
International equities	5–15	7
Emerging market equities	3–13	4
Global Equities	0-10	6
Real estate investment trust funds	0–5	1
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 both private equity and hedge funds rather than in securities underlying each fund and, therefore, the Health System generally considers such investments as Level 3, even though the underlying securities may not be difficult to value or may be readily marketable.

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, 2021 and 2020:

	2021					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ -	$ 53,763	$ -	$ 53,763	Daily	1
U.S. government securities	52,945	-	-	52,945	Daily–Monthly	1–15
Domestic debt securities	140,029	296,709	-	436,738	Daily–Monthly	1–15
Global debt securities	-	40,877	-	40,877	Daily–Monthly	1–15
Domestic equities	144,484	40,925	-	185,409	Daily–Monthly	1–10
International equities	17,767	51,819	-	69,586	Daily–Monthly	1–11
Emerging market equities	-	43,460	-	43,460	Daily–Monthly	1–17
Global equities	-	57,230		57,230	Daily–Monthly	1–17
REIT funds	-	3,329		3,329	Daily–Monthly	1–17
Private equity funds	-	-	15	15	See Note 6	See Note 6
Hedge funds	-	-	15,512	15,512	Quarterly–Annual	60–96
Total investments	$ 355,225	$ 588,112	$ 15,527	$ 958,864		

(in thousands of dollars)	2020 Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ -	$ 7,154	$ -	$ 7,154	Daily	1
U.S. government securities	49,843		-	49,843	Daily–Monthly	1–15
Domestic debt securities	133,794	318,259	-	452,053	Daily–Monthly	1–15
Global debt securities	-	69,076	-	69,076	Daily–Monthly	1–15
Domestic equities	152,688	24,947	-	177,635	Daily–Monthly	1–10
International equities	13,555	70,337	-	83,892	Daily–Monthly	1–11
Emerging market equities	-	39,984	-	39,984	Daily–Monthly	1–17
REIT funds	-	2,448	-	2,448	Daily–Monthly	1–17
Private equity funds	-	-	17	17	See Note 7	See Note 7
Hedge funds	-	-	47,351	47,351	Quarterly–Annual	60–96
Total investments	$ 349,880	$ 532,205	$ 47,368	$ 929,453		

The following tables present additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2021 and 2020:

(in thousands of dollars)	2021 Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 47,351	$ 17	$ 47,368
Sales	(38,000)	-	(38,000)
Net unrealized gains (losses)	6,161	(2)	6,159
Balances at end of year	$ 15,512	$ 15	$ 15,527

(in thousands of dollars)	2020 Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 44,126	$ 21	$ 44,147
Net unrealized losses	3,225	(4)	3,221
Balances at end of year	$ 47,351	$ 17	$ 47,368

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2021 and 2020 were approximately $7,635,000 and $18,261,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2021 and 2020.

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, 2021 and 2020.

The weighted average asset allocation for the Health System's Plans at June 30, 2021 and 2020 by asset category is as follows:

	2021	2020
Cash and short-term investments	6 %	1 %
U.S. government securities	5	5
Domestic debt securities	46	49
Global debt securities	4	8
Domestic equities	19	19
International equities	7	9
Emerging market equities	5	4
Global equities	6	0
Hedge funds	2	5
	100 %	100 %

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 $25,045,000 to the Plans in 2022 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)	
2022	$ 54,696
2023	57,106
2024	59,137
2025	60,930
2026	62,514
2027 – 2031	327,482

Effective May 1, 2020, the Health System terminated a defined benefit plan and settled the accumulated benefit obligation of $18,795,000 by purchasing nonparticipating annuity contracts. The plan assets at fair value were $11,836,000.

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 $60,268,000 and $51,222,000 in 2021 and 2020, 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 2021 and 2020 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, 2021 and 2020:

(in thousands of dollars)	2021	2020
Service cost	$ 533	$ 609
Interest cost	1,340	1,666
Net prior service income	(3,582)	(5,974)
Net loss amortization	738	469
	$ (971)	$ (3,230)

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, 2021 and 2020:

(in thousands of dollars)	2021	2020
Change in benefit obligation		
Benefit obligation at beginning of year	$ 48,078	$ 46,671
Service cost	533	609
Interest cost	1,340	1,666
Benefits paid	(3,439)	(3,422)
Actuarial loss	383	2,554
Employer contributions	(32)	-
Benefit obligation at end of year	46,863	48,078
Funded status of the plans	$ (46,863)	$ (48,078)
Current portion of liability for postretirement medical and life benefits	$ (3,422)	$ (3,422)
Long term portion of liability for postretirement medical and life benefits	(43,441)	(44,656)
Liability for postretirement medical and life benefits	$ (46,863)	$ (48,078)

As of June 30, 2021 and 2020, 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:

(in thousands of dollars)	2021	2020
Net prior service income	$ -	$ (3,582)
Net actuarial loss	9,981	10,335
	$ 9,981	$ 6,753

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2022 for net losses is approximately $751,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2021 and thereafter:

(in thousands of dollars)	
2022	$ 3,422
2023	3,602
2024	3,651
2025	3,575
2026	3,545
2027-2031	16,614

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 3.10% in 2021 and an assumed healthcare cost trend rate of 6.50%, trending down to 5.00% in 2027 and thereafter.

12. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, CMC, NLH, APD, MAHHC, and VNH 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 APD 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. D-H 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, 2021 and 2020, are summarized as follows:

	2021		
(in thousands of dollars)	HAC	RRG	Total
Assets	$ 71,772	$ 3,583	$ 75,355
Shareholders' equity	13,620	50	13,670

	2020		
(in thousands of dollars)	HAC	RRG	Total
Assets	$ 93,686	$ 1,785	$ 95,471
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.

Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from $10,000,000 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 30, 2022. There was no outstanding balance under the lines of credit as of June 30, 2021 and 2020. Interest expense was approximately $28,000 and $20,000, 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, 2021:

	2021			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 1,019,272	$ 164,937	$ 1,701	$ 1,185,910
Employee benefits	212,953	88,786	403	302,142
Medical supplies and medications	540,541	4,982	-	545,523
Purchased services and other	252,705	125,931	5,313	383,949
Medicaid enhancement tax	72,941	-	-	72,941
Depreciation and amortization	38,945	49,943	33	88,921
Interest	8,657	22,123	7	30,787
Total operating expenses	$ 2,146,014	$ 456,702	$ 7,457	$ 2,610,173

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 9,200	$ 4,354	$ 5	$ 13,559
Total non-operating income	$ 9,200	$ 4,354	$ 5	$ 13,559

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2020:

	2020			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 981,320	$ 161,704	$ 1,799	$ 1,144,823
Employee benefits	231,361	41,116	395	272,872
Medical supplies and medications	454,143	1,238	-	455,381
Purchased services and other	236,103	120,563	3,830	360,496
Medicaid enhancement tax	76,010	-	-	76,010
Depreciation and amortization	26,110	65,949	105	92,164
Interest	5,918	21,392	12	27,322
Total operating expenses	$ 2,010,965	$ 411,962	$ 6,141	$ 2,429,068

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 9,239	$ 1,549	$ 22	$ 10,810
Total non-operating income	$ 9,239	$ 1,549	$ 22	$ 10,810

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, 2021 and 2020 to meet cash needs for general expenditures within one year of June 30, 2021 and 2020, are as follows:

(in thousands of dollars)	2021	2020
Cash and cash equivalents	$ 374,928	$ 453,223
Patient accounts receivable	232,161	183,819
Assets limited as to use	1,378,479	1,134,526
Other investments for restricted activities	168,035	140,580
Total financial assets	$ 2,153,603	$ 1,912,148
Less: Those unavailable for general expenditure within one year:		
Investments held by captive insurance companies	57,239	54,596
Investments for restricted activities	168,035	140,580
Bond proceeds held for capital projects	178,434	245,484
Other investments with liquidity horizons greater than one year	111,390	111,408
Total financial assets available within one year	$ 1,638,505	$ 1,360,080

For the years ended June 30, 2021 and June 30, 2020, the Health System generated positive cash flow from operations of approximately $95,740,000 and $269,144,000, 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. Lease Commitments

D-HH determines if an arrangement is or contains a lease at inception of the contract. Right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. We use the implicit rate noted within the contract. If not readily available, we use our estimated incremental borrowing rate, which is derived using a collateralized borrowing rate for the same currency and term as the associated lease. A right-of-use asset and lease liability is not recognized for leases with an initial term of 12 months or less and we recognize lease expense for these leases on a straight-line basis over the lease term within lease and rental expense.

Our operating leases are primarily for real estate, including certain acute care facilities, off-campus outpatient facilities, medical office buildings, and corporate and other administrative offices. Our real estate lease agreements typically have initial terms of 5 to 10 years. These real estate leases may include one or more options to renew, with renewals that can extend the lease term from 2 to 5 years. The exercise of lease renewal options is at our sole discretion. When determining the lease term, we included options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

Certain lease agreements for real estate include payments based on actual common area maintenance expenses and/or rental payments adjusted periodically for inflation. These variable lease payments are recognized in other occupancy costs in the consolidated statements of operations and changes in net assets but are not included in the right-of-use asset or liability balances in our consolidated balance sheets. Lease agreements do not contain any material residual value guarantees, restrictions or covenants.

The components of lease expense for the year ended June 30, 2021 and 2020 are as follows:

(in thousands of dollars)	2021	2020
Operating lease cost	10,381	8,992
Variable and short term lease cost (a)	8,019	1,497
Total lease and rental expense	18,400	10,489
Finance lease cost:		
Depreciation of property under finance lease	3,408	2,454
Interest on debt of property under finance lease	533	524
Total finance lease cost	3,941	2,978

(a) Includes equipment, month-to-month and leases with a maturity of less than 12 months.

Supplemental cash flow information related to leases for the year ended June 30, 2021 and 2020 are as follows:

(in thousands of dollars)	2021	2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	10,611	8,755
Operating cash flows from finance leases	533	542
Financing cash flows from finance leases	3,108	2,429
	$ 14,252	$ 11,726

Supplemental balance sheet information related to leases as of June 30, 2021 and 2020 are as follows:

(in thousands of dollars)	2021	2020
Operating Leases		
Right of use assets - operating leases	51,410	42,621
Accumulated amortization	(15,180)	(8,425)
Right of use assets - operating leases, net	**36,230**	**34,196**
Current portion of right of use obligations	8,038	9,194
Long-term right of use obligations, excluding current portion	28,686	25,308
Total operating lease liabilities	**36,724**	**34,502**
Finance Leases		
Right of use assets - finance leases	27,940	26,076
Accumulated depreciation	(5,760)	(2,687)
Right of use assets - finance leases, net	**22,180**	**23,389**
Current portion of right of use obligations	3,251	2,581
Long-term right of use obligations, excluding current portion	19,481	21,148
Total finance lease liabilities	**22,732**	**23,729**
Weighted Average remaining lease term, years		
Operating leases	6.75	4.64
Finance leases	18.73	19.39
Weighted Average discount rate		
Operating leases	2.12%	2.24%
Finance leases	2.14%	2.22%

The System obtained $7.6 million and $2.1 million of new and modified operating and financing leases, respectively, during the year ended June 30, 2021.

Upon adoption, included in the $42.6 million of right-of-use assets obtained in exchange for operating lease obligations is $5.6 million of new and modified operating leases entered into during the year ended June 30, 2020. Included in the $26.1 million of right-of-use assets obtained in exchange for finance lease obligations is $2.3 million of new and modified operating leases entered into during the year ended June 30, 2020.

Future maturities of lease liabilities as of June 30, 2021 are as follows:

(in thousands of dollars)	Operating Leases	Finance Leases
Year ending June 30:		
2022	8,721	3,698
2023	7,331	3,363
2024	6,336	2,265
2025	3,537	1,229
2026	2,475	850
Thereafter	11,249	16,488
Total lease payments	39,649	27,893
Less: Imputed interest	2,925	5,161
Total lease payments	$ 36,724	$ 22,732

17. Subsequent Events

The Health System has assessed the impact of subsequent events through November 18, 2021, 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.

Consolidating Supplemental Information – Unaudited

(in thousands of dollars)	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	$ 1,826	$ 226,779	$ 35,146	$ 41,371	$ 26,814	$ 18,350	$ -	$ 350,286	$ 24,642	$ -	$ 374,928
Patient accounts receivable, net	-	196,350	13,238	6,779	6,699	6,522	-	229,588	2,573	-	232,161
Prepaid expenses and other current assets	23,267	151,336	20,932	2,012	4,771	1,793	(35,942)	168,169	(10,634)	(217)	157,318
Total current assets	25,093	574,465	69,316	50,162	38,284	26,665	(35,942)	748,043	16,581	(217)	764,407
Assets limited as to use	380,020	1,039,327	19,016	15,480	16,725	20,195	(169,849)	1,320,914	57,565	-	1,378,479
Notes receivable, related party	845,157	11,769	-	1,010	-	-	(856,926)	1,010	(1,010)	-	-
Other investments for restricted activities	248	111,209	12,212	1,128	4,266	7,699	-	136,762	31,273	-	168,035
Property, plant, and equipment, net	-	501,640	64,101	22,623	47,232	15,403	-	650,999	29,434	-	680,433
Right of use assets, net	1,233	32,343	2,396	16,104	360	5,819	-	58,255	155	-	58,410
Other assets	2,431	146,226	1,315	14,380	7,282	5,172	-	176,806	292	-	177,098
Total assets	$ 1,254,182	$ 2,416,979	$ 168,356	$ 120,887	$ 114,149	$ 80,953	$ (1,062,717)	$ 3,092,789	$ 134,290	$ (217)	$ 3,226,862
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 7,575	$ 865	$ 777	$ 91	$ -	$ -	$ 9,308	$ 99	$ -	$ 9,407
Current portion of right of use obligations	354	8,369	656	1,078	197	550	-	11,204	85	-	11,289
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	207,566	99,374	11,911	2,455	4,968	5,858	(205,791)	126,341	5,100	(217)	131,224
Accrued compensation and related benefits	-	156,073	8,648	5,706	4,407	5,343	-	180,177	1,893	-	182,070
Estimated third-party settlements	-	160,410	31,226	27,006	26,902	6,230	-	251,774	769	-	252,543
Total current liabilities	207,920	435,269	53,306	37,022	36,565	17,981	(205,791)	582,272	7,946	(217)	590,001
Notes payable, related party	-	811,563	-	-	27,793	17,570	(856,926)	-	-	-	-
Long-term debt, excluding current portion	1,047,659	29,846	22,753	23,558	55	(115)	-	1,123,756	2,601	-	1,126,357
Right of use obligations, excluding current portion	879	24,463	1,876	15,351	172	5,357	-	48,098	69	-	48,167
Insurance deposits and related liabilities	-	78,528	475	325	388	218	-	79,934	40	-	79,974
Liability for pension and other postretirement plan benefits, excluding current portion	-	218,955	5,286	-	-	511	-	224,752	-	-	224,752
Other liabilities	-	179,497	4,224	4,534	4,142	-	-	192,397	22,317	-	214,714
Total liabilities	1,256,458	1,778,121	87,920	80,790	69,115	41,522	(1,062,717)	2,251,209	32,973	(217)	2,283,965
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	(2,524)	526,153	65,224	38,969	39,557	29,838	-	697,217	61,370	40	758,627
Net assets with donor restrictions	248	112,705	15,212	1,128	5,477	9,593	-	144,363	39,947	(40)	184,270
Total net assets	(2,276)	638,858	80,436	40,097	45,034	39,431	-	841,580	101,317	-	942,897
Total liabilities and net assets	$ 1,254,182	$ 2,416,979	$ 168,356	$ 120,887	$ 114,149	$ 80,953	$ (1,062,717)	$ 3,092,789	$ 134,290	$ (217)	$ 3,226,862

(in thousands of dollars)	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	$ 1,826	$ 227,402	$ 44,165	$ 26,814	$ 18,609	$ 50,451	$ 5,661	$ -	$ 374,928
Patient accounts receivable, net	-	196,350	13,238	6,699	6,620	6,779	2,475	-	232,161
Prepaid expenses and other current assets	23,267	151,677	10,195	4,771	1,808	1,418	341	(36,159)	157,318
Total current assets	25,093	575,429	67,598	38,284	27,037	58,648	8,477	(36,159)	764,407
Assets limited as to use	380,020	1,066,781	20,459	16,725	21,533	15,480	27,330	(169,849)	1,378,479
Notes receivable, related party	845,157	11,769	-	-	-	-	-	(856,926)	-
Other investments for restricted activities	248	119,371	34,921	4,266	7,698	1,501	30	-	168,035
Property, plant, and equipment, net	-	504,315	67,543	47,232	16,932	41,218	3,193	-	680,433
Right of use assets, net	1,233	32,343	2,396	360	5,820	16,104	154	-	58,410
Other assets	2,431	146,408	10,286	7,282	2,715	7,534	442	-	177,098
Total assets	$ 1,254,182	$ 2,456,416	$ 203,203	$ 114,149	$ 81,735	$ 140,485	$ 39,626	$ (1,062,934)	$ 3,226,862
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 7,575	$ 865	$ 91	$ 26	$ 777	$ 73	$ -	$ 9,407
Current portion of right of use obligations	354	8,369	656	197	550	1,078	85	-	11,289
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	207,566	99,682	12,032	4,968	5,983	2,920	4,081	(206,008)	131,224
Accrued compensation and related benefits	-	156,073	8,648	4,407	5,385	6,116	1,441	-	182,070
Estimated third-party settlements	-	160,410	31,226	26,902	6,231	27,006	768	-	252,543
Total current liabilities	207,920	435,577	53,427	36,565	18,175	37,897	6,448	(206,008)	590,001
Notes payable, related party	-	811,563	-	27,793	17,570	-	-	(856,926)	-
Long-term debt, excluding current portion	1,047,659	29,846	22,753	55	131	23,496	2,417	-	1,126,357
Right of use obligations, excluding current portion	879	24,463	1,876	172	5,357	15,351	69	-	48,167
Insurance deposits and related liabilities	-	78,528	476	388	218	325	39	-	79,974
Liability for pension and other postretirement plan benefits, excluding current portion	-	218,955	5,286	-	511	-	-	-	224,752
Other liabilities	-	179,497	4,223	4,142	-	26,852	-	-	214,714
Total liabilities	1,256,458	1,778,429	88,041	69,115	41,962	103,921	8,973	(1,062,934)	2,283,965
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	(2,524)	557,101	68,586	39,557	30,181	35,063	30,623	40	758,627
Net assets with donor restrictions	248	120,886	46,576	5,477	9,592	1,501	30	(40)	184,270
Total net assets	(2,276)	677,987	115,162	45,034	39,773	36,564	30,653	-	942,897
Total liabilities and net assets	$ 1,254,182	$ 2,456,416	$ 203,203	$ 114,149	$ 81,735	$ 140,485	$ 39,626	$ (1,062,934)	$ 3,226,862

(in thousands of dollars)	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	$ 108,856	$ 217,352	$ 43,940	$ 26,079	$ 22,874	$ 14,377	$ -	$ 433,478	$ 19,745	$ -	$ 453,223
Patient accounts receivable, net	-	146,886	11,413	8,634	10,200	4,367	-	181,500	2,319	-	183,819
Prepaid expenses and other current assets	25,243	179,432	37,538	3,808	6,105	1,715	(82,822)	171,019	(8,870)	(243)	161,906
Total current assets	134,099	543,670	92,891	38,521	39,179	20,459	(82,822)	785,997	13,194	(243)	798,948
Assets limited as to use	344,737	927,207	19,376	13,044	12,768	12,090	(235,568)	1,093,654	40,872	-	1,134,526
Notes receivable, related party	848,250	593	-	1,211	-	-	(848,843)	1,211	(1,211)	-	-
Other investments for restricted activities	-	98,490	6,970	97	3,077	6,266	-	114,900	25,680	-	140,580
Property, plant, and equipment, net	8	466,938	64,803	20,805	43,612	16,823	-	612,989	30,597	-	643,586
Right of use assets	1,542	32,714	1,822	17,574	621	3,221	-	57,494	91	-	57,585
Other assets	2,242	122,481	1,299	14,748	5,482	4,603	(10,971)	139,884	(2,546)	-	137,338
Total assets	$ 1,330,878	$ 2,192,093	$ 187,161	$ 106,000	$ 104,739	$ 63,462	$ (1,178,204)	$ 2,806,129	$ 106,677	$ (243)	$ 2,912,563
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 7,380	$ 865	$ 747	$ 147	$ 232	$ -	$ 9,371	$ 96	$ -	$ 9,467
Current portion of right of use obligations	338	8,752	420	1,316	259	631	-	11,716	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	272,764	126,283	39,845	3,087	4,250	3,406	(318,391)	131,244	(1,985)	(243)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,570	3,875	3,582	-	141,151	1,840	-	142,991
Estimated third-party settlements	-	210,144	34,664	25,421	24,667	6,430	-	301,326	1,199	-	302,525
Total current liabilities	273,102	478,419	83,526	34,141	33,198	14,281	(318,391)	598,276	1,209	(243)	599,242
Notes payable, related party	-	814,525	-	-	27,718	6,600	(848,843)	-	-	-	-
Long-term debt, excluding current portion	1,050,694	37,373	23,617	24,312	147	10,595	(10,970)	1,135,768	2,762	-	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,432	16,429	368	2,698	-	46,420	36	-	46,456
Insurance deposits and related liabilities	-	75,697	475	325	388	220	-	77,105	41	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	-	511	-	324,258	(1)	-	324,257
Other liabilities	-	117,631	1,506	384	2,026	-	-	121,547	22,131	-	143,678
Total liabilities	1,324,999	1,849,842	132,396	75,591	63,845	34,905	(1,178,204)	2,303,374	26,178	(243)	2,329,309
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	5,524	242,824	47,729	29,464	36,158	21,247	-	382,946	48,040	40	431,026
Net assets with donor restrictions	355	99,427	7,036	945	4,736	7,310	-	119,809	32,459	(40)	152,228
Total net assets	5,879	342,251	54,765	30,409	40,894	28,557	-	502,755	80,499	-	583,254
Total liabilities and net assets	$ 1,330,878	$ 2,192,093	$ 187,161	$ 106,000	$ 104,739	$ 63,462	$ (1,178,204)	$ 2,806,129	$ 106,677	$ (243)	$ 2,912,563

(in thousands of dollars)	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	$ 108,856	$ 218,295	$ 47,642	$ 22,874	$ 14,568	$ 34,072	$ 6,916	$ -	$ 453,223
Patient accounts receivable, net	-	146,887	11,413	10,200	4,439	8,634	2,246	-	183,819
Prepaid expenses and other current assets	25,243	180,137	27,607	6,105	1,737	2,986	1,156	(83,065)	161,906
Total current assets	134,099	545,319	86,662	39,179	20,744	45,692	10,318	(83,065)	798,948
Assets limited as to use	344,737	946,938	18,001	12,768	13,240	13,044	21,366	(235,568)	1,134,526
Notes receivable, related party	848,250	593	-	-	-	-	-	(848,843)	-
Other investments for restricted activities	-	105,869	25,272	3,077	6,265	97	-	-	140,580
Property, plant, and equipment, net	8	469,613	68,374	43,612	18,432	40,126	3,421	-	643,586
Right of use assets, net	1,542	32,714	1,822	621	3,220	17,574	92	-	57,585
Other assets	2,242	122,647	7,429	5,482	2,152	8,199	158	(10,971)	137,338
Total assets	$ 1,330,878	$ 2,223,693	$ 207,560	$ 104,739	$ 64,053	$ 124,732	$ 35,355	$ (1,178,447)	$ 2,912,563
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 7,380	$ 865	$ 147	$ 257	$ 747	$ 71	$ -	$ 9,467
Current portion of right of use obligations	338	8,752	420	259	631	1,316	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	272,762	126,684	35,117	4,251	3,517	3,528	1,791	(318,634)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,875	3,626	3,883	1,483	-	142,991
Estimated third-party settlements	-	210,143	34,664	24,667	6,430	25,421	1,200	-	302,525
Total current liabilities	273,100	478,819	78,798	33,199	14,461	34,895	4,604	(318,634)	599,242
Notes payable, related party	-	814,525	-	27,718	6,600	-	-	(848,843)	-
Long-term debt, excluding current portion	1,050,694	37,373	23,618	147	10,867	24,312	2,489	(10,970)	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,433	368	2,700	16,429	33	-	46,456
Insurance deposits and related liabilities	-	75,697	475	388	222	325	39	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	510	-	-	-	324,257
Other liabilities	-	117,631	1,506	2,026	-	22,515	-	-	143,678
Total liabilities	1,324,997	1,850,242	127,670	63,846	35,360	98,476	7,165	(1,178,447)	2,329,309
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	5,526	266,327	48,549	36,158	21,385	24,881	28,160	40	431,026
Net assets with donor restrictions	355	107,124	31,341	4,735	7,308	1,375	30	(40)	152,228
Total net assets	5,881	373,451	79,890	40,893	28,693	26,256	28,190	-	583,254
Total liabilities and net assets	$ 1,330,878	$ 2,223,693	$ 207,560	$ 104,739	$ 64,053	$ 124,732	$ 35,355	$ (1,178,447)	$ 2,912,563

(in thousands of dollars)	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	$ -	$ 1,683,612	$ 230,810	$ 82,373	$ 61,814	$ 59,686	$ -	$ 2,118,295	$ 19,992	$ -	$ 2,138,287
Contracted revenue	7,266	129,880	379	-	162	2,963	(55,753)	84,897	380	(14)	85,263
Other operating revenue	29,784	404,547	6,775	1,905	4,370	1,175	(37,287)	411,269	15,490	(1,801)	424,958
Net assets released from restrictions	197	12,631	1,182	61	200	201	-	14,472	729	-	15,201
Total operating revenue and other support	37,247	2,230,670	239,146	84,339	66,546	64,025	(93,040)	2,628,933	36,591	(1,815)	2,663,709
Operating expenses											
Salaries	-	988,595	118,678	40,567	33,611	29,119	(42,565)	1,168,005	16,800	1,105	1,185,910
Employee benefits	-	251,774	29,984	7,141	6,550	7,668	(5,159)	297,958	3,877	307	302,142
Medications and medical supplies	-	481,863	41,669	9,776	7,604	3,275	(85)	544,102	1,421	-	545,523
Purchased services and other	19,503	291,364	33,737	12,396	16,591	14,884	(18,065)	370,410	15,395	(1,856)	383,949
Medicaid enhancement tax	-	57,312	8,315	3,075	2,523	1,716	-	72,941	-	-	72,941
Depreciation and amortization	10	67,666	8,623	3,366	4,364	2,617	-	86,646	2,275	-	88,921
Interest	32,324	24,158	936	875	1,077	510	(29,495)	30,385	402	-	30,787
Total operating expenses	51,837	2,162,732	241,942	77,196	72,320	59,789	(95,369)	2,570,447	40,170	(444)	2,610,173
Operating (loss) margin	(14,590)	67,938	(2,796)	7,143	(5,774)	4,236	2,329	58,486	(3,579)	(1,371)	53,536
Non-operating gains (losses)											
Investment income (losses), net	1,223	172,461	3,546	2,495	4,506	3,875	(137)	187,969	15,807	-	203,776
Other components of net periodic pension and post retirement benefit income	-	13,028	547	-	-	(16)	-	13,559	-	-	13,559
Other (losses) income, net	(3,540)	(653)	(332)	-	2	194	(2,192)	(6,521)	917	1,371	(4,233)
Total non-operating (losses) gains, net	(2,317)	184,836	3,761	2,495	4,508	4,053	(2,329)	195,007	16,724	1,371	213,102
(Deficiency) excess of revenue over expenses	(16,907)	252,774	965	9,638	(1,266)	8,289	-	253,493	13,145	-	266,638
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	1,076	600	-	108	224	-	2,008	9	-	2,017
Change in funded status of pension and other postretirement benefits	-	43,047	16,007	-	-	78	-	59,132	-	-	59,132
Net assets transferred to (from) affiliates	8,859	(13,548)	(42)	-	4,557	-	-	(174)	174	-	-
Other changes in net assets	-	(20)	(35)	(120)	-	-	-	(175)	(11)	-	(186)
Increase in net assets without donor restrictions	$ (8,048)	$ 283,329	$ 17,495	$ 9,518	$ 3,399	$ 8,591	$ -	$ 314,284	$ 13,317	$ -	$ 327,601

(in thousands of dollars)	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	$ -	$ 1,683,612	$ 230,810	$ 61,814	$ 59,672	$ 82,373	$ 20,006	$ -	$ 2,138,287
Contracted revenue	7,266	130,261	379	161	2,963	-	-	(55,767)	85,263
Other operating revenue	29,784	406,911	6,862	4,370	2,839	11,997	1,283	(39,088)	424,958
Net assets released from restrictions	197	13,290	1,196	199	201	118	-	-	15,201
Total operating revenue and other support	37,247	2,234,074	239,247	66,544	65,675	94,488	21,289	(94,855)	2,663,709
Operating expenses									
Salaries	-	988,595	118,711	33,611	29,986	44,240	12,227	(41,460)	1,185,910
Employee benefits	-	251,774	29,994	6,550	7,820	7,884	2,972	(4,852)	302,142
Medications and medical supplies	-	481,863	41,669	7,604	3,270	9,784	1,418	(85)	545,523
Purchased services and other	19,505	294,228	33,912	16,589	15,395	15,455	8,786	(19,921)	383,949
Medicaid enhancement tax	-	57,312	8,315	2,523	1,716	3,075	-	-	72,941
Depreciation and amortization	10	67,666	8,752	4,364	2,741	5,003	385	-	88,921
Interest	32,324	24,158	936	1,077	510	1,217	60	(29,495)	30,787
Total operating expenses	51,839	2,165,596	242,289	72,318	61,438	86,658	25,848	(95,813)	2,610,173
Operating (loss) margin	(14,592)	68,478	(3,042)	(5,774)	4,237	7,830	(4,559)	958	53,536
Non-operating gains (losses)									
Investment income (losses), net	1,223	179,357	6,317	4,506	4,066	2,472	5,972	(137)	203,776
Other components of net periodic pension and post retirement benefit income	-	13,028	547	-	(16)	-	-	-	13,559
Other (losses) income, net	(3,540)	(653)	(346)	2	207	-	918	(821)	(4,233)
Total non-operating (losses) gains, net	(2,317)	191,732	6,518	4,508	4,257	2,472	6,890	(958)	213,102
(Deficiency) excess of revenue over expenses	(16,909)	260,210	3,476	(1,266)	8,494	10,302	2,331	-	266,638
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	1,085	600	108	224	-	-	-	2,017
Change in funded status of pension and other postretirement benefits	-	43,047	16,007	-	78	-	-	-	59,132
Net assets transferred to (from) affiliates	8,859	(13,548)	-	4,557	-	-	132	-	-
Other changes in net assets	-	(20)	(46)	-	-	(120)	-	-	(186)
Increase in net assets without donor restrictions	$ (8,050)	$ 290,774	$ 20,037	$ 3,399	$ 8,796	$ 10,182	$ 2,463	$ -	$ 327,601

(in thousands of dollars)	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	$ -	$ 1,490,516	$ 207,416	$ 65,496	$ 53,943	$ 41,349	$ -	$ 1,858,720	$ 21,305	$ -	$ 1,880,025
Contracted revenue	5,369	114,906	400	-	10	7,427	(54,543)	73,569	498	(39)	74,028
Other operating revenue	26,349	321,028	16,406	7,179	10,185	7,847	(28,972)	360,022	15,128	(528)	374,622
Net assets released from restrictions	409	13,013	1,315	162	160	84	-	15,143	1,117	-	16,260
Total operating revenue and other support	32,127	1,939,463	225,537	72,837	64,298	56,707	(83,515)	2,307,454	38,048	(567)	2,344,935
Operating expenses											
Salaries	-	947,275	115,777	37,596	33,073	27,600	(34,706)	1,126,615	17,007	1,201	1,144,823
Employee benefits	-	227,138	26,979	6,214	6,741	6,344	(4,864)	268,552	4,009	311	272,872
Medications and medical supplies	-	401,165	36,313	8,390	5,140	2,944	-	453,952	1,429	-	455,381
Purchased services and other	13,615	284,714	31,864	11,639	14,311	13,351	(20,942)	348,552	13,943	(1,999)	360,496
Medicaid enhancement tax	-	59,708	8,476	3,226	2,853	1,747	-	76,010	-	-	76,010
Depreciation and amortization	14	71,108	9,351	3,361	3,601	2,475	-	89,910	2,254	-	92,164
Interest	25,780	23,431	953	906	1,097	252	(25,412)	27,007	315	-	27,322
Total operating expenses	39,409	2,014,539	229,713	71,332	66,816	54,713	(85,924)	2,390,598	38,957	(487)	2,429,068
Operating (loss) margin	(7,282)	(75,076)	(4,176)	1,505	(2,518)	1,994	2,409	(83,144)	(909)	(80)	(84,133)
Non-operating gains (losses)											
Investment income (losses), net	4,877	18,522	714	292	359	433	(198)	24,999	2,048	-	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	-	134	-	10,810	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(205)	544	4,317	(2,211)	(3,133)	346	80	(2,707)
Total non-operating gains (losses), net	945	26,238	2,028	87	903	4,884	(2,409)	32,676	2,394	80	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(48,838)	(2,148)	1,592	(1,615)	6,878	-	(50,468)	1,485	-	(48,983)
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	564	179	-	344	300	-	1,387	27	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	-	(7,188)	-	(79,022)	-	-	(79,022)
Net assets transferred to (from) affiliates	4,375	(7,269)	(32)	219	1,911	15	-	(781)	781	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	(2,316)	-	(2,316)
Increase in net assets without donor restrictions	$ (1,962)	$ (114,056)	$ (15,322)	$ 1,811	$ 640	$ 5	$ -	$ (128,884)	$ (23)	$ -	$ (128,907)

(in thousands of dollars)	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	$ -	$ 1,490,516	$ 207,416	$ 53,943	$ 41,348	$ 65,496	$ 21,306	$ -	$ 1,880,025
Contracted revenue	5,369	115,403	400	10	7,427	-	-	(54,581)	74,028
Other operating revenue	26,349	323,151	16,472	10,185	9,482	16,726	1,757	(29,500)	374,622
Net assets released from restrictions	409	13,660	1,335	160	83	613	-	-	16,260
Total operating revenue and other support	32,127	1,942,730	225,623	64,298	58,340	82,835	23,063	(84,081)	2,344,935
Operating expenses									
Salaries	-	947,275	115,809	33,073	28,477	41,085	12,608	(33,504)	1,144,823
Employee benefits	-	227,138	26,988	6,741	6,517	7,123	2,918	(4,553)	272,872
Medications and medical supplies	-	401,165	36,313	5,140	2,941	8,401	1,421	-	455,381
Purchased services and other	13,615	287,948	32,099	14,311	13,767	14,589	7,108	(22,941)	360,496
Medicaid enhancement tax	-	59,708	8,476	2,853	1,747	3,226	-	-	76,010
Depreciation and amortization	14	71,109	9,480	3,601	2,596	5,004	360	-	92,164
Interest	25,780	23,431	953	1,097	252	1,159	62	(25,412)	27,322
Total operating expenses	39,409	2,017,774	230,118	66,816	56,297	80,587	24,477	(86,410)	2,429,068
Operating (loss) margin	(7,282)	(75,044)	(4,495)	(2,518)	2,043	2,248	(1,414)	2,329	(84,133)
Non-operating gains (losses)									
Investment income (losses), net	4,877	19,361	1,305	359	463	292	588	(198)	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	134	-	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(25)	4,318	(205)	914	(2,131)	(2,707)
Total non-operating gains (losses), net	945	27,077	2,619	334	4,915	87	1,502	(2,329)	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(47,967)	(1,876)	(2,184)	6,958	2,335	88	-	(48,983)
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	591	179	344	300	-	-	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	(7,188)	-	-	-	(79,022)
Net assets transferred to (from) affiliates	4,377	(7,282)	10	1,911	15	219	750	-	-
Other changes in net assets	-	-	(2,316)	-	-	-	-	-	(2,316)
Increase (decrease) in net assets without donor restrictions	$ (1,960)	$ (113,171)	$ (17,324)	$ 71	$ 85	$ 2,554	$ 838	$ -	$ (128,907)

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2020 and 2019

Dartmouth-Hitchcock Health and Subsidiaries
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June 30, 2020 and 2019

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Report of Independent Auditors

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

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, 2020 and 2019, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended.

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. 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 financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2020 and 2019, 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 leases and the presentation of net periodic pension costs in 2020. Our opinion is not modified with respect to these matters.

Other Matter

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 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.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 17, 2020

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2020 and 2019

(in thousands of dollars)	2020	2019
Assets		
Current assets		
Cash and cash equivalents	$ 453,223	$ 143,587
Patient accounts receivable (Note 4)	183,819	221,125
Prepaid expenses and other current assets	161,906	95,495
Total current assets	798,948	460,207
Assets limited as to use (Notes 5 and 7)	1,134,526	876,249
Other investments for restricted activities (Notes 5 and 7)	140,580	134,119
Property, plant, and equipment, net (Note 6)	643,586	621,256
Right of use assets, net (Note 16)	57,585	-
Other assets	137,338	124,471
Total assets	$ 2,912,563	$ 2,216,302
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	$ 9,467	$ 10,914
Current portion of right of use obligations (Note 16)	11,775	-
Current portion of liability for pension and other postretirement plan benefits (Note 11 and 14)	3,468	3,468
Accounts payable and accrued expenses	129,016	113,817
Accrued compensation and related benefits	142,991	128,408
Estimated third-party settlements (Note 4 and 17)	302,525	41,570
Total current liabilities	599,242	298,177
Long-term debt, excluding current portion (Note 10)	1,138,530	752,180
Long-term right of use obligations, excluding current portion (Note 16)	46,456	-
Insurance deposits and related liabilities (Note 12)	77,146	58,407
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11 and 14)	324,257	281,009
Other liabilities	143,678	124,136
Total liabilities	2,329,309	1,513,909
Commitments and contingencies (Notes 4, 6, 7, 10, 13, 16 and 17)		
Net assets		
Net assets without donor restrictions (Note 9)	431,026	559,933
Net assets with donor restrictions (Notes 8 and 9)	152,228	142,460
Total net assets	583,254	702,393
Total liabilities and net assets	$ 2,912,563	$ 2,216,302

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, 2020 and 2019

(in thousands of dollars)	2020	2019
Operating revenue and other support		
Patient service revenue (Note 4)	$ 1,880,025	$ 1,999,323
Contracted revenue	74,028	75,017
Other operating revenue (Note 5)	374,622	210,698
Net assets released from restrictions	16,260	14,105
Total operating revenue and other support	2,344,935	2,299,143
Operating expenses		
Salaries	1,144,823	1,062,551
Employee benefits	272,872	262,812
Medications and medical supplies	455,381	407,875
Purchased services and other	360,496	323,435
Medicaid enhancement tax (Note 4)	76,010	70,061
Depreciation and amortization	92,164	88,414
Interest (Note 10)	27,322	25,514
Total operating expenses	2,429,068	2,240,662
Operating (loss) income	(84,133)	58,481
Non-operating gains (losses)		
Investment income, net (Note 5)	27,047	40,052
Other components of net periodic pension and post retirement benefit income (Note 11)	10,810	11,221
Other losses, net (Note 10)	(2,707)	(3,562)
Loss on early extinguishment of debt	-	(87)
Total non-operating gains, net	35,150	47,624
(Deficiency) excess of revenue over expenses	$ (48,983)	$ 106,105

Consolidated Statements of Operations and Changes in Net Assets – Continues on Next Page

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 - Continued
Years Ended June 30, 2020 and 2019

(in thousands of dollars)	2020	2019
Net assets without donor restrictions		
(Deficiency) excess of revenue over expenses	$ (48,983)	$ 106,105
Net assets released from restrictions for capital	1,414	1,769
Change in funded status of pension and other postretirement benefits (Note 11)	(79,022)	(72,043)
Other changes in net assets	(2,316)	-
(Decrease) increase in net assets without donor restrictions	(128,907)	35,831
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	26,312	17,436
Investment income, net	1,130	2,682
Net assets released from restrictions	(17,674)	(15,874)
Contribution of assets with donor restrictions from acquisition	-	383
Increase in net assets with donor restrictions	9,768	4,627
Change in net assets	(119,139)	40,458
Net assets		
Beginning of year	702,393	661,935
End of year	$ 583,254	$ 702,393

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, 2020 and 2019

(in thousands of dollars)	2020	2019
Cash flows from operating activities		
Change in net assets	$ (119,139)	$ 40,458
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Depreciation and amortization	93,857	88,770
Amortization of right of use asset	8,218	-
Payments on right of use lease obligations - operating	(7,941)	-
Change in funded status of pension and other postretirement benefits	79,022	72,043
Gain on disposal of fixed assets	(39)	(1,101)
Net realized gains and change in net unrealized gains on investments	(14,060)	(31,397)
Restricted contributions and investment earnings	(3,605)	(2,292)
Proceeds from sales of securities	-	1,167
Changes in assets and liabilities		
Patient accounts receivable	37,306	(1,803)
Prepaid expenses and other current assets	(78,907)	2,149
Other assets, net	(13,385)	(9,052)
Accounts payable and accrued expenses	9,772	17,898
Accrued compensation and related benefits	14,583	2,335
Estimated third-party settlements	260,955	429
Insurance deposits and related liabilities	18,739	2,378
Liability for pension and other postretirement benefits	(35,774)	(33,104)
Other liabilities	19,542	12,267
Net cash provided by operating and non-operating activities	269,144	161,145
Cash flows from investing activities		
Purchase of property, plant, and equipment	(128,019)	(82,279)
Proceeds from sale of property, plant, and equipment	2,987	2,188
Purchases of investments	(321,152)	(361,407)
Proceeds from maturities and sales of investments	82,986	219,996
Cash received through acquisition	-	4,863
Net cash used in investing activities	(363,198)	(216,639)
Cash flows from financing activities		
Proceeds from line of credit	35,000	30,000
Payments on line of credit	(35,000)	(30,000)
Repayment of long-term debt	(10,665)	(29,490)
Proceeds from issuance of debt	415,336	26,338
Repayment of finance lease	(2,429)	-
Payment of debt issuance costs	(2,157)	(228)
Restricted contributions and investment earnings	3,605	2,292
Net cash provided by (used in) financing activities	403,690	(1,088)
Increase (decrease) in cash and cash equivalents	309,636	(56,582)
Cash and cash equivalents		
Beginning of year	143,587	200,169
End of year	$ 453,223	$ 143,587
Supplemental cash flow information		
Interest paid	$ 22,562	$ 23,977
Net assets acquired as part of acquisition, net of cash aquired	-	(4,863)
Construction in progress included in accounts payable and accrued expenses	17,177	1,546
Donated securities	-	1,167

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

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 Subsidiary (APD), and the Visiting Nurse and Hospice for 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 for VT and NH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

On September 30, 2019, D-HH and GraniteOne Health ("GOH") entered into an agreement ("The Combination Agreement") to combine their respective healthcare systems. The GOH system is comprised of Catholic Medical Center ("CMC"), an acute care community hospital in Manchester, New Hampshire, Huggins Hospital ("HH") located in Wolfeboro, NH and Monadnock Community Hospital, ("MCH") located in Petersborough, NH. Both HH and MCH are designated as Critical Access Hospitals. The three member hospitals of GOH have a combined licensed bed count of 380 beds. GOH is a non-profit, community based health care system. The overarching rationale for the proposed combination is to improve access to high quality primary and specialty care in the most convenient, cost-effective sites of service for patients and the communities served by D-HH and GOH. Other stated benefits of the combination include reinforcing the rural health network, investing in needed capacity to accommodate unmet and anticipated demand, and drawing on our combined strengths to attract the necessary health care workforce. The parties have submitted regulatory filings with the Federal Trade Commission and the New Hampshire Attorney General's office seeking approval of the proposed transaction.

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.).

- *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 2019 was approximately $143,013,000. The 2020 Community Benefits Reports are expected to be filed in February 2021.

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, 2019:

(in thousands of dollars)

Government-sponsored healthcare services	$	291,013
Health professional education		40,621
Charity care		15,281
Subsidized health services		15,165
Community health services		6,895
Research		5,238
Community building activities		3,777
Financial contributions		1,597
Community benefit operations		1,219
Total community benefit value	$	380,806

In fiscal years 2020 and 2019, funds received to offset or subsidize charity care costs provided were $1,224,000 and $487,000, respectively.

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.

(Deficiency) Excess of Revenue over Expenses

The consolidated statements of operations and changes in net assets include the (deficiency) 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, realized gains/losses on sales of investment securities and changes in unrealized gains/losses on investments are reported as non-operating gains (losses).

Changes in net assets without donor restrictions which are excluded from the (deficiency) 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, and change in funded status of pension and other postretirement benefit plans.

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.

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 the Department of Health and Human Services ("HHS") Coronavirus Aid, Relief, and Economic Securities Act ("CARES Act" Provider Relief Funds ("Provider Relief Funds") operating agreements, grant revenue, cafeteria sales and other support service revenue.

Cash Equivalents
Cash and cash equivalents include amounts on deposit with financial institutions; short-term investments with maturities of three months or less at the time of purchase and other highly liquid investments, primarily cash management funds. Short-term highly liquid investments held within the endowment and similar investment pools are classified as investments rather than cash equivalents and restricted cash is defined as that which is legally restricted to withdrawal and usage.

Investments and Investment Income
Investments in equity securities with readily determinable fair values, mutual funds, governmental securities, debt securities, and pooled/commingled funds are reported at fair value with changes in fair value included in the (deficiency) 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 (deficiency) 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 non-distressed basis.

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 and 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 (deficiency) excess of revenue over expenses and classified as non-operating 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 amounts of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximate 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 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 (deficiency) 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 $10,007,000 and $10,524,000 as intangible assets associated with its affiliations as of June 30, 2020 and 2019, respectively.

Gifts
Gifts without donor restrictions are recorded net of related expenses as non-operating 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 January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which addresses 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. The standard has been adopted during the current fiscal year and no material impact was noted.

In February 2016, the FASB issued *ASU 2016-02 – Leases (Topic 842)*. Under the new guidance, lessees are required to recognize the following for all leases (with the exception of leases with a term of twelve months or less) at the commencement date: (a) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (b) a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. Leases are classified as either operating or finance. Operating leases result in straight-line expense in the statement of operations (similar to previous operating leases), while finance leases result in more expense being recognized in the earlier years of the lease term (similar to previous capital leases). The Health System adopted the new standard on July 1, 2019 using the modified retrospective approach. The Health System elected the transition method that allows for the application of the standard at the adoption date rather than at the beginning of the earliest comparative period presented in the consolidated financial statements. The Health System also elected available practical expedients (Note 16).

In March 2017, the FASB issued ASU 2017-07, *Compensation – Retirement Benefits* (Topic 715): *Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. Under the new standard, the service cost component of the net benefit cost will be included within income from operations as a component of benefits expenses and the other components of net benefit cost as defined by ASC 715 will be reported in non-operating activities within the consolidated statements of operations and changes in net assets. The standard also prohibits reporting of the other components of net benefit cost in the same line as other pension related changes on the statements of operations and changes in net assets. ASU 2017-07 is effective for the fiscal year ended June 30, 2020 and is applied on a retrospective basis.

Reclassifications

As a result of adopting the provisions of ASU 2017-07, the Health System reclassified $11,221,000 from benefits expense to non-operating activities within the consolidated statements of operations and changes in net assets for the fiscal year ended June 30, 2019. The amount included in non-operating activities for the fiscal year ending June 30, 2020 was $10,810,000.

3. Acquisition

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.

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.

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.

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.

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.

Vermont imposes a provider tax on home health agencies in the amount of 4.25% of annual net patient revenue. In fiscal years 2020 and 2019, home health provider taxes paid were $624,000 and $628,000, respectively.

Medicaid Enhancement Tax & Disproportionate Share Hospital

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (Hospitals) agreed to resolve disputed issues and enter into a seven-year agreement to stabilize Disproportionate Share Hospital (DSH) payments, with provisions for alternative payments in the event of legislative changes to the DSH program. Under the agreement, the State committed to make DSH payments to the Hospitals in an amount no less than 86% of the Medicaid Enhancement Tax (MET) proceeds collected in each fiscal year, in addition to providing for directed payments or increased rates for Hospitals in an amount equal to 5% of MET proceeds collected from state fiscal year (SFY) 2020 through SFY 2024. The agreement prioritizes DSH payments to critical access hospitals in an amount equal to 75% of allowable uncompensated care (UCC), with the remainder distributed to Hospitals without critical access designation in proportion to their allowable UCC amounts.

During the years ended June 30, 2020 and 2019, the Health System received DSH payments of approximately, $71,133,000 and $69,179,000 respectively. DSH payments are subject to audit and therefore, for the years ended June 30, 2020 and 2019, the Health System recognized as revenue DSH receipts of approximately $67,500,000 and approximately $64,864,000, respectively.

During the years ended June 30, 2020 and 2019, the Health System recorded State of NH MET and State of VT Provider taxes of $76,010,000 and $70,061,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain patient service revenues. 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 services 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, 2020 and 2019, the Health System had reserves of $302,525,000 and $41,570,000, respectively, recorded in Estimated third-party settlements. Included in the 2020 Estimated third party settlements is $239,500,000 of Medicare accelerated and advanced payments, received as working capital support during the novel coronavirus ("COVID-19") outbreak at June 30, 2020. In addition, $10,900,000 has been recorded in Other liabilities as of June 30, 2020 and 2019, respectively.

For the years ended June 30, 2020 and 2019, additional increases in revenue of $2,314,000 and $1,800,000, respectively, were recognized due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

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, 2020 and 2019.

(in thousands of dollars)	2020 PPS	2020 CAH	2020 Total
Hospital			
Medicare	$ 461,990	$ 64,087	$ 526,077
Medicaid	130,901	10,636	141,537
Commercial	718,576	60,715	779,291
Self Pay	2,962	2,501	5,463
Subtotal	1,314,429	137,939	1,452,368
Professional			
Professional	383,503	22,848	406,351
VNA	-	-	21,306
Other Revenue	-	-	376,185
Provider Relief Fund	-	-	88,725
Total operating revenue and other support	$ 1,697,932	$ 160,787	$ 2,344,935

(in thousands of dollars)	2019 PPS	2019 CAH	2019 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
Subtotal	1,346,382	152,281	1,498,663
Professional			
Professional	454,425	23,707	478,132
VNA	-	-	22,528
Other Revenue	-	-	299,820
Total operating revenue and other support	$ 1,800,807	$ 175,988	$ 2,299,143

Accounts Receivable
The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2020 and 2019:

	2020	2019
Medicare	36%	34%
Medicaid	13%	12%
Commercial	39%	41%
Self Pay	12%	13%
Patient accounts receivable	100%	100%

5. Investments

The composition of investments at June 30, 2020 and 2019 is set forth in the following table:

(in thousands of dollars)	2020	2019
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 9,646	$ 21,890
U.S. government securities	103,977	91,492
Domestic corporate debt securities	199,462	196,132
Global debt securities	70,145	83,580
Domestic equities	203,010	167,384
International equities	123,205	128,909
Emerging markets equities	22,879	23,086
Real Estate Investment Trust	313	213
Private equity funds	74,131	64,563
Hedge funds	36,964	32,287
	843,732	809,536
Investments held by captive insurance companies (Note 12)		
U.S. government securities	15,402	23,241
Domestic corporate debt securities	8,651	11,378
Global debt securities	8,166	10,080
Domestic equities	15,150	14,617
International equities	7,227	6,766
	54,596	66,082
Held by trustee under indenture agreement (Note 10)		
Cash and short-term investments	236,198	631
Total assets limited as to use	1,134,526	876,249
Other investments for restricted activities		
Cash and short-term investments	7,186	6,113
U.S. government securities	28,055	32,479
Domestic corporate debt securities	35,440	29,089
Global debt securities	11,476	11,263
Domestic equities	26,723	20,981
International equities	15,402	15,531
Emerging markets equities	2,766	2,578
Private equity funds	9,483	7,638
Hedge funds	4,013	8,414
Other	36	33
Total other investments for restricted activities	140,580	134,119
Total investments	$ 1,275,106	$ 1,010,368

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 non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2020 and 2019. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

	2020		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 253,030	$ -	$ 253,030
U.S. government securities	147,434	-	147,434
Domestic corporate debt securities	198,411	45,142	243,553
Global debt securities	44,255	45,532	89,787
Domestic equities	195,014	49,869	244,883
International equities	77,481	68,353	145,834
Emerging markets equities	1,257	24,388	25,645
Real Estate Investment Trust	313	-	313
Private equity funds	-	83,614	83,614
Hedge funds	-	40,977	40,977
Other	36	-	36
	$ 917,231	$ 357,875	$ 1,275,106

	2019		
(in thousands of dollars)	**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

For the years ended June 30, 2020 and 2019 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as other operating revenue of approximately $936,000 and $983,000 and as non-operating gains of approximately $27,047,000 and $40,052,000, 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, 2020 and 2019, the Health System has committed to contribute approximately $172,819,000 and $164,319,000 to such funds, of which the Health System has contributed approximately $119,142,000 and $109,584,000 and has outstanding commitments of $53,677,000 and $54,735,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2020 and 2019:

(in thousands of dollars)	2020	2019
Land	$ 40,749	$ 38,232
Land improvements	39,820	42,607
Buildings and improvements	893,081	898,050
Equipment	927,233	888,138
Equipment under capital leases	-	15,809
	1,900,883	1,882,836
Less: Accumulated depreciation and amortization	1,356,521	1,276,746
Total depreciable assets, net	544,362	606,090
Construction in progress	99,224	15,166
	$ 643,586	$ 621,256

As of June 30, 2020, construction in progress primarily consists of two projects. The first project, started in fiscal 2019, consists of the addition of the ambulatory surgical center (ASC) located in Manchester, NH. The estimated cost to complete the project is $42 million. The anticipated completion date is the second quarter of fiscal 2021. The second project, involves the addition of the in-patient tower located in Lebanon, NH. The estimated cost to complete the tower project is $140 million over the next three fiscal years.

The construction in progress as of June 30, 2019, included both the ASC, as well as renovations taking place at the various pharmacy locations to bring their facilities compliant with Regulation USP800. The pharmacy upgrade was completed during the first quarter of fiscal year 2021. Capitalized interest of $2,297,000 and $0 is included in Construction in progress as of June 30, 2020 and 2019, respectively.

Depreciation and amortization expense included in operating and non-operating activities was approximately $92,217,000 and $88,496,000 for 2020 and 2019, 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).

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, 2020 and 2019:

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	2020					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 253,030	$ -	$ -	$ 253,030	Daily	1
U.S. government securities	147,434	-	-	147,434	Daily	1
Domestic corporate debt securities	17,577	180,834	-	198,411	Daily–Monthly	1–15
Global debt securities	22,797	21,458	-	44,255	Daily–Monthly	1–15
Domestic equities	187,354	7,660	-	195,014	Daily–Monthly	1–10
International equities	77,481	-	-	77,481	Daily–Monthly	1–11
Emerging market equities	1,257	-	-	1,257	Daily–Monthly	1–7
Real estate investment trust	313	-	-	313	Daily–Monthly	1–7
Other	2	34	-	36	Not applicable	Not applicable
Total investments	707,245	209,986	-	917,231		
Deferred compensation plan assets						
Cash and short-term investments	5,754	-	-	5,754		
U.S. government securities	51	-	-	51		
Domestic corporate debt securities	7,194	-	-	7,194		
Global debt securities	1,270	-	-	1,270		
Domestic equities	24,043	-	-	24,043		
International equities	3,571	-	-	3,571		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	51,904	-	-	51,904		
Guaranteed contract	-	-	92	92		
Total deferred compensation plan assets	93,825	-	92	93,917	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,202	9,202	Not applicable	Not applicable
Total assets	$ 801,070	$ 209,986	$ 9,294	$ 1,020,350		

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
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	76,295	33	-	76,328	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	164,849	-	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	$ 164,849	$ 9,390	$ 746,528		

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

	2020		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,301	$ 89	$ 9,390
Net unrealized (losses) gains	(99)	3	(96)
Balances at end of year	$ 9,202	$ 92	$ 9,294

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

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, 2020 and 2019.

8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2020 and 2019:

(in thousands of dollars)	2020	2019
Investments held in perpetuity	$ 59,352	$ 56,383
Healthcare services	33,976	20,140
Research	22,116	26,496
Health education	16,849	19,833
Charity care	12,366	12,494
Other	4,488	3,841
Purchase of equipment	3,081	3,273
	$ 152,228	$ 142,460

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, 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.

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, 2020 and 2019.

Endowment net asset composition by type of fund consists of the following at June 30, 2020 and 2019:

	2020		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 80,039	$ 80,039
Board-designated endowment funds	33,714	-	33,714
Total endowed net assets	$ 33,714	$ 80,039	$ 113,753

	2019		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 78,268	$ 78,268
Board-designated endowment funds	31,421	-	31,421
Total endowed net assets	$ 31,421	$ 78,268	$ 109,689

Changes in endowment net assets for the years ended June 30, 2020 and 2019 are as follows:

	2020		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Balances at beginning of year	$ 31,421	$ 78,268	$ 109,689
Net investment return	713	1,460	2,173
Contributions	890	2,990	3,880
Transfers	14	267	281
Release of appropriated funds	676	(2,946)	(2,270)
Balances at end of year	$ 33,714	$ 80,039	$ 113,753

Balances at end of year	80,039
Beneficial interest in perpetual trusts	6,782
Net assets with donor restrictions	$ 86,821

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	2019		
(in thousands of dollars)	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

Balances at end of year	78,268
Beneficial interest in perpetual trusts	8,422
Net assets with donor restrictions	$ 86,690

10. Long-Term Debt

A summary of long-term debt at June 30, 2020 and 2019 is as follows:

(in thousands of dollars)	2020	2019
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 2020A, principal maturing in varying annual amounts, through August 2059 (2)	125,000	-
Series 2017A, principal maturing in varying annual amounts, through August 2040 (3)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (3)	109,800	109,800
Series 2019A, principal maturing in varying annual amounts, through August 2043 (4)	99,165	-
Series 2018C, principal maturing in varying annual amounts, through August 2030 (5)	25,160	25,865
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	24,315	25,145
Series 2014A, principal maturing in varying annual amounts, through August 2022 (7)	19,765	26,960
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
Note payable		
Note payable to a financial institution due in monthly interest only payments through May 2023 (9)	125,000	-
Total obligated group debt	$ 1,062,597	$ 722,162

A summary of long-term debt at June 30, 2020 and 2019 is as follows (continued):

(in thousands of dollars)	2020	2019
Other		
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment	$ 287	$ 445
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	273	323
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046	2,560	2,629
Obligations under capital leases	-	17,526
Total nonobligated group debt	3,120	20,923
Total obligated group debt	1,062,597	722,162
Total long-term debt	1,065,717	743,085
Add: Original issue premium and discounts, net	89,542	25,542
Less: Current portion	9,467	10,914
Debt issuance costs, net	7,262	5,533
	$ 1,138,530	$ 752,180

Aggregate annual principal payments for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	2020
2021	$ 9,467
2022	9,419
2023	131,626
2024	1,871
2025	1,954
Thereafter	911,380
	$ 1,065,717

Dartmouth-Hitchcock Obligated Group (DHOG) Debt

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, APD. D-HH is designated as the obligated group agent.

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 non-operating 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 2020A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2020A in February, 2020. The proceeds from the Series 2020A Revenue Bonds are being used primarily to fund the construction of a 212,000 square foot inpatient pavilion in Lebanon, NH as well as various equipment. The interest on the Series 2020A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2059.

(3) 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.

(4) Series 2019A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2019A in October, 2019. The proceeds from the Series 2019A Revenue Bonds are being used primarily to fund the construction of a 91,000 square foot expansion of facilities in Manchester, NH to include an Ambulatory Surgical Center as well as various equipment. The interest on the Series 2019A Revenue Bonds is fixed with an interest rate of 4.00% and matures in variable amounts through 2043.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) Note payable to financial institution

The DHOG issued a note payable to TD Bank in May 2020. Issued in response to the COVID-19 pandemic, the proceeds from the note will be used to fund working capital as needs require. The interest on the note payable is fixed with an interest rate of 2.02% and matures in 2023.

Outstanding joint and several indebtedness of the DHOG at June 30, 2020 and 2019 approximates $1,062,597,000 and $722,162,000, respectively.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $236,198,000 and $631,000 at June 30, 2020 and 2019, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 5). In addition, debt service reserves of approximately $9,286,000 and $1,331,000 at June 30, 2020 and 2019, respectively, are classified as other current assets in the accompanying consolidated balance sheets. The debt service reserves are mainly comprised of escrowed construction funds at June 30, 2020 and escrowed funds held for future principal and interest payments at June 30, 2019.

For the years ended June 30, 2020 and 2019 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 $27,322,000 and $25,514,000 and other non-operating losses of $3,784,000 and $3,784,000, respectively.

11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define 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, 2020 and 2019:

(in thousands of dollars)	2020	2019
Service cost for benefits earned during the year	$ 170	$ 150
Interest cost on projected benefit obligation	43,433	47,814
Expected return on plan assets	(62,436)	(65,270)
Net loss amortization	12,032	10,357
Total net periodic pension expense	$ (6,801)	$ (6,949)

The following assumptions were used to determine net periodic pension expense as of June 30, 2020 and 2019:

	2020	2019
Discount rate	3.00% - 3.10%	3.90 % – 4.60%
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50%	7.50%

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, 2020 and 2019:

(in thousands of dollars)	2020	2019
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,135,523	$ 1,087,940
Service cost	170	150
Interest cost	43,433	47,814
Benefits paid	(70,778)	(51,263)
Expenses paid	(168)	(170)
Actuarial loss	139,469	93,358
Settlements	(38,549)	(42,306)
Benefit obligation at end of year	1,209,100	1,135,523
Change in plan assets		
Fair value of plan assets at beginning of year	897,717	884,983
Actual return on plan assets	121,245	85,842
Benefits paid	(70,778)	(51,263)
Expenses paid	(168)	(170)
Employer contributions	19,986	20,631
Settlements	(38,549)	(42,306)
Fair value of plan assets at end of year	929,453	897,717
Funded status of the plans	(279,647)	(237,806)
Less: Current portion of liability for pension	(46)	(46)
Long term portion of liability for pension	(279,601)	(237,760)
Liability for pension	$ (279,647)	$ (237,806)

As of June 30, 2020 and 2019, 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 $546,818,000 and $478,394,000 of net actuarial loss as of June 30, 2020 and 2019, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2021 for net actuarial losses is $12,752,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,209,282 and $1,135,770,000 at June 30, 2020 and 2019, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2020 and 2019:

	2020	2019
Discount rate	3.00% - 3.10%	4.20 % – 4.50 %
Rate of increase in compensation	N/A	N/A

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, 2020 and 2019, 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	40
Global debt securities	6–26	7
Domestic equities	5–35	18
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	1
Private equity funds	0–5	0
Hedge funds	5–18	10

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, 2020 and 2019:

	2020					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ -	$ 7,154	$ -	$ 7,154	Daily	1
U.S. government securities	49,843		-	49,843	Daily–Monthly	1–15
Domestic debt securities	133,794	318,259	-	452,053	Daily–Monthly	1–15
Global debt securities	-	69,076	-	69,076	Daily–Monthly	1–15
Domestic equities	152,688	24,947	-	177,635	Daily–Monthly	1–10
International equities	13,555	70,337	-	83,892	Daily–Monthly	1–11
Emerging market equities	-	39,984	-	39,984	Daily–Monthly	1–17
REIT funds	-	2,448	-	2,448	Daily–Monthly	1–17
Private equity funds	-	-	17	17	See Note 7	See Note 7
Hedge funds	-	-	47,351	47,351	Quarterly–Annual	60–96
Total investments	$ 349,880	$ 532,205	$ 47,368	$ 929,453		

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
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		

The following tables present additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2020 and 2019:

	2020		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 44,126	$ 21	$ 44,147
Net unrealized gains (losses)	3,225	(4)	3,221
Balances at end of year	$ 47,351	$ 17	$ 47,368

(in thousands of dollars)	2019 Hedge Funds	2019 Private Equity Funds	2019 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

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2020 and 2019 were approximately $18,261,000 and $14,617,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2020 and 2019.

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, 2020 and 2019.

The weighted average asset allocation for the Health System's Plans at June 30, 2020 and 2019 by asset category is as follows:

	2020	2019
Cash and short-term investments	1 %	2 %
U.S. government securities	5	5
Domestic debt securities	49	44
Global debt securities	8	9
Domestic equities	19	20
International equities	9	11
Emerging market equities	4	4
Hedge funds	5	5
	100 %	100 %

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 $25,755,000 to the Plans in 2021 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)

2021	$ 51,007
2022	53,365
2023	55,466
2024	57,470
2025	59,436
2026 – 2028	321,419

Effective May 1, 2020, the Health System terminated a defined benefit plan and settled the accumulated benefit obligation of $18,795,000 by purchasing nonparticipating annuity contracts. The plan assets at fair value were $11,836,000.

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 $51,222,000 and $40,537,000 in 2020 and 2019, 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 2020 and 2019 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, 2020 and 2019:

(in thousands of dollars)	2020	2019
Service cost	$ 609	$ 384
Interest cost	1,666	1,842
Net prior service income	(5,974)	(5,974)
Net loss amortization	469	10
	$ (3,230)	$ (3,738)

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, 2020 and 2019:

(in thousands of dollars)	2020	2019
Change in benefit obligation		
Benefit obligation at beginning of year	$ 46,671	$ 42,581
Service cost	609	384
Interest cost	1,666	1,842
Benefits paid	(3,422)	(3,149)
Actuarial loss	2,554	5,013
Benefit obligation at end of year	48,078	46,671
Funded status of the plans	$ (48,078)	$ (46,671)
Current portion of liability for postretirement medical and life benefits	$ (3,422)	$ (3,422)
Long term portion of liability for postretirement medical and life benefits	(44,656)	(43,249)
Liability for postretirement medical and life benefits	$ (48,078)	$ (46,671)

As of June 30, 2020 and 2019, 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:

(in thousands of dollars)	2020	2019
Net prior service income	$ (3,582)	$ (9,556)
Net actuarial loss	10,335	8,386
	$ 6,753	$ (1,170)

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2021 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, 2021 and thereafter:

(in thousands of dollars)

2021	$	3,422
2022		3,436
2023		3,622
2024		3,642
2025		3,522
2026-2028		16,268

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 2.90% in 2020 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, 2020 and 2019 by $1,772,000 and $1,601,000 and the net periodic postretirement medical benefit cost for the years then ended by $122,000 and $77,000, 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, 2020 and 2019 by $1,603,000 and $1,452,000 and the net periodic postretirement medical benefit cost for the years then ended by $108,000 and $71,000, respectively.

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, 2020 and 2019, are summarized as follows:

	2020		
	HAC	RRG	Total
(in thousands of dollars)			
Assets	$ 93,686	$ 1,785	$ 95,471
Shareholders' equity	13,620	50	13,670

	2019		
	HAC	RRG	Total
(in thousands of dollars)			
Assets	$ 75,867	$ 2,201	$ 78,068
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.

Lines of Credit
The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from $10,000,000 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 31, 2021. There was no outstanding balance under the lines of credit as of June 30, 2020 and 2019. Interest expense was approximately $20,000 and $95,000, 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.

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Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2020:

	2020			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 981,320	$ 161,704	$ 1,799	$ 1,144,823
Employee benefits	231,361	41,116	395	272,872
Medical supplies and medications	454,143	1,238	-	455,381
Purchased services and other	236,103	120,563	3,830	360,496
Medicaid enhancement tax	76,010	-	-	76,010
Depreciation and amortization	26,110	65,949	105	92,164
Interest	5,918	21,392	12	27,322
Total operating expenses	$ 2,010,965	$ 411,962	$ 6,141	$ 2,429,068

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 9,239	$ 1,549	$ 22	$ 10,810
Total non-operating income	$ 9,239	$ 1,549	$ 22	$ 10,810

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

	2019			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 922,902	$ 138,123	$ 1,526	$ 1,062,551
Employee benefits	188,634	73,845	333	262,812
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	$ 1,841,476	$ 394,764	$ 4,422	$ 2,240,662

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 9,651	$ 1,556	$ 14	$ 11,221
Total non-operating income	$ 9,651	$ 1,556	$ 14	$ 11,221

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, 2020 and 2019 to meet cash needs for general expenditures within one year of June 30, 2020 and 2019, are as follows:

(in thousands of dollars)	2020	2019
Cash and cash equivalents	$ 453,223	$ 143,587
Patient accounts receivable	183,819	221,125
Assets limited as to use	1,134,526	876,249
Other investments for restricted activities	140,580	134,119
Total financial assets	$ 1,912,148	$ 1,375,080
Less: Those unavailable for general expenditure within one year:		
Investments held by captive insurance companies	54,596	66,082
Investments for restricted activities	140,580	134,119
Bond proceeds held for capital projects	245,484	-
Other investments with liquidity horizons greater than one year	111,408	97,063
Total financial assets available within one year	$ 1,360,080	$ 1,077,816

For the years ended June 30, 2020 and June 30, 2019, the Health System generated positive cash flow from operations of approximately $269,144,000 and $161,145,000, 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. Lease Commitments

In February 2016, the FASB issued ASU 2016-02 (Topic 842) "Leases." Topic 842 supersedes the lease requirements in Accounting Standards Codification Topic 840, "Leases." Under Topic 842, lessees are required to recognize assets and liabilities on the balance sheet for most leases and provide enhanced disclosures. Leases will be classified as either finance or operating. D-HH adopted Topic 842 effective July 1, 2019.

D-HH applied Topic 842 to all leases as of July 1, 2019 with comparative periods continuing to be reported under Topic 840. We have elected the practical expedient package to not reassess at adoption (i) expired or existing contracts for whether they are or contain a lease, (ii) the lease classification of any existing leases or (iii) initial direct costs for existing leases. We have also elected the policy exemption that allows lessees to choose to not separate lease and non-lease components by class of underlying asset and are applying this expedient to all relevant asset classes.

D-HH determines if an arrangement is or contains a lease at inception of the contract. Right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. We use the implicit rate noted within the contract. If not readily available, we use our estimated incremental borrowing rate, which is derived using a collateralized borrowing rate for the same currency and term as the associated lease. A right-of-use asset and lease liability is not recognized for leases with an initial term of 12 months or less and we recognize lease expense for these leases on a straight-line basis over the lease term within lease and rental expense.

Our operating leases are primarily for real estate, including certain acute care facilities, off-campus outpatient facilities, medical office buildings, and corporate and other administrative offices. Our real estate lease agreements typically have initial terms of 5 to 10 years. These real estate leases may include one or more options to renew, with renewals that can extend the lease term from 2 to 5 years. The exercise of lease renewal options is at our sole discretion. When determining the lease term, we included options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

On adoption, the Health System recognized lease liabilities and right-of-use assets of $60,269,884, respectively.

The components of lease expense for the year ended June 30, 2020 are as follows:

(in thousands of dollars)	**12 months ended June 30, 2020**
Operating lease cost	8,992
Variable and short term lease cost (a)	1,497
Total lease and rental expense	10,489
Finance lease cost:	
Depreciation of property under finance lease	2,454
Interest on debt of property under finance lease	524
Total finance lease cost	2,978

(a) Includes equipment, month-to-month and leases with a maturity of less than 12 months.

Supplemental cash flow information related to leases for the year ended June 30, 2020 are as follows:

(in thousands of dollars)	**12 months ended June 30, 2020**
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	8,755
Operating cash flows from finance leases	542
Financing cash flows from finance leases	2,429
	$ 11,726

Supplemental balance sheet information related to leases as of June 30, 2020 are as follows:

(in thousands of dollars)	**12 months ended June 30, 2020**
Operating Leases	
Right of use assets - operating leases	42,621
Accumulated amortization	(8,425)
Right of use assets - operating leases, net	**34,196**
Current portion of right of use obligations	9,194
Long-term right of use obligations, excluding current portion	25,308
Total operating lease liabilities	**34,502**
Finance Leases	
Right of use assets - finance leases	26,076
Accumulated depreciation	(2,687)
Right of use assets - finance leases, net	**23,389**
Current portion of right of use obligations	2,581
Long-term right of use obligations, excluding current portion	21,148
Total finance lease liabilities	**23,729**
Weighted Average remaining lease term, years	
Operating leases	4.64
Finance leases	19.39
Weighted Average discount rate	
Operating leases	2.24%
Finance leases	2.22%

Included in the $42.6 million of right-of-use assets obtained in exchange for operating lease obligations is $5.6 million of new and modified operating leases entered into during the year ended June 30, 2020. Included in the $26.1 million of right-of-use assets obtained in exchange for finance lease obligations is $2.3 million of new and modified operating leases entered into during the year ended June 30, 2020.

Future maturities of lease liabilities as of June 30, 2020 are as follows:

(in thousands of dollars)	Operating Leases	Finance Leases
Year ending June 30:		
2021	9,852	3,314
2022	8,274	3,003
2023	6,836	2,718
2024	5,650	1,892
2025	3,023	1,109
Thereafter	2,794	17,339
Total lease payments	36,429	29,374
Less: Imputed interest	1,927	5,645
Total lease payments	$ 34,502	$ 23,729

Future minimum rental payments under lease commitments with a term of more than one year as of June 30, 2019, prior to our adoption of ASC 842 are as follows:

(in thousands of dollars)	Capital Leases	Operating Leases
Year ending June 30:		
2020	1,706	11,342
2021	1,467	10,469
2022	1,471	7,488
2023	1,494	6,303
2024	1,230	4,127
Thereafter	10,158	5,752
Total lease payments	$ 17,526	$ 45,481

The Health System's rental expense totaled approximately $12,707,000 for the year ended June 30, 2019.

17. COVID - 19

In March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic and the United States federal government declared COVID-19 a national emergency. The Health System quickly developed and implemented an emergency response to the situation to ensure the safety of its patients and staff across the System. A key decision was made to postpone elective and non-urgent care in mid-March. Several factors drove that decision, including efforts to reduce the spread of COVID-19; conservation of personal protective equipment ("PPE"), which was and remains in critically short supply worldwide; and at the urging of the CDC and U.S. Surgeon General who in March urged all hospitals to reduce the number of elective procedures and visits.

On March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to provide economic assistance to a wide array of industries to ease the financial impact of COVID-19. As part of the CARES Act, the Centers for Medicare and Medicaid Services ("CMS") expanded its Accelerated and Advance Payment Program which allows participants to receive expedited payments during periods of national emergencies.

As of June 30, 2020, the Health System has received approximately $88,877,000 in governmental assistance including funding under the CARES Act. This includes recognition of approximately $88,725,000 of stimulus revenue recorded as a component of other operating revenue in the consolidated statements of operations and changes in net assets as a result of satisfying the conditions of general and targeted grant funding under the Provider Relief Fund established by the CARES Act. The Health System recognized revenue related to the CARES Act provider relief funding based on information contained in laws and regulations, as well as interpretations issued by the HHS, governing the funding that was publicly available as of June 30, 2020. The Health System recorded approximately $239,500,000 attributable to the Medicare Accelerated and Advance Payment Program representing working capital financing to be repaid through the provision of future services. These funds are recorded as a contract liability as a payment received before performing services. This amount is reported as a component of estimated third party settlements in the consolidated balance sheet as of June 30, 2020. Subsequent to June 30, 2020, the Health System received additional stimulus funding attributable to a targeted distribution of approximately $19,700,000 for Safety Net Hospitals and $2,500,000 for a general distribution.

Additionally, the CARES Act provides for payroll tax relief, including employee retention tax credits and the deferral of all employer Social Security tax payments to help employers in the face of economic hardship related to the COVID-19 pandemic. As of June 30, 2020, the Health System deferred approximately $13,727,000 attributable to the employer portion of Social Security taxes and $2,600,000 of employee retention tax credits. D-HH Leadership has also taken advantage of additional Federal and State programs including the Payroll Tax Deferral, Employee Retention Credit, First Responder Support, Front-Line Employees Hazard Pay Grant Program and FEMA funding to help offset some of the incremental costs being incurred to provide comprehensive and safe care during the pandemic.

18. Subsequent Events

The Health System has assessed the impact of subsequent events through November 17, 2020, 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.

HHS Reporting Requirements for the CARES Act

In September 2020 and October 2020, HHS issued new reporting requirements for the CARES Act provider relief funding. The new requirements first require Hospitals to identify healthcare-related expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source. If those expenses do not exceed the provider relief funding received, Hospitals will need to demonstrate that the remaining provider relief funds were used to compensate for a negative variance in year over year patient service revenue. HHS is entitled to recoup Provider Relief Funding in excess of the sum of expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source and the decline in calendar year over year patient care revenue. Due to these new reporting requirements there is at least a reasonable possibility that amounts recorded under the CARES Act provider relief fund by the Health System may change in future periods.

Medicare and Medicaid Services ("CMS") expanded Accelerated and Advance Payment Program

In October 2020, new regulations were issued to revise the recoupment start date from August 2020 to April 2021.

Note Payable Amendment

In October 2020, the note payable issued to TD Bank in May 2020 was amended. Under the amended terms, the interest on the note payable is fixed at a rate of 2.56%, and matures in 2035. Repayment terms are semi-annual, interest only through July 2024, with annual principal payments to begin August 2024. The obligation can be satisfied at any time beforehand, without penalty.

Consolidating Supplemental Information – Unaudited

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2020

(in thousands of dollars)	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	$ 108,856	$ 217,352	$ 43,940	$ 26,079	$ 22,874	$ 14,377	$ -	$ 433,478	$ 19,745	$ -	$ 453,223
Patient accounts receivable, net	-	146,886	11,413	8,634	10,200	4,367	-	181,500	2,319	-	183,819
Prepaid expenses and other current assets	25,243	179,432	37,538	3,808	6,105	1,715	(82,822)	171,019	(8,870)	(243)	161,906
Total current assets	134,099	543,670	92,891	38,521	39,179	20,459	(82,822)	785,997	13,194	(243)	798,948
Assets limited as to use	344,737	927,207	19,376	13,044	12,768	12,090	(235,568)	1,093,654	40,872	-	1,134,526
Notes receivable, related party	848,250	593	-	1,211	-	-	(848,843)	1,211	(1,211)	-	-
Other investments for restricted activities	-	98,490	6,970	97	3,077	6,266	-	114,900	25,680	-	140,580
Property, plant, and equipment, net	8	466,938	64,803	20,805	43,612	16,823	-	612,989	30,597	-	643,586
Right of use assets	1,542	32,714	1,822	17,574	621	3,221	-	57,494	91	-	57,585
Other assets	2,242	122,481	1,299	14,748	5,482	4,603	(10,971)	139,884	(2,546)	-	137,338
Total assets	$ 1,330,878	$ 2,192,093	$ 187,161	$ 106,000	$ 104,739	$ 63,462	$ (1,178,204)	$ 2,806,129	$ 106,677	$ (243)	$ 2,912,563
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 7,380	$ 865	$ 747	$ 147	$ 232	$ -	$ 9,371	$ 96	$ -	$ 9,467
Current portion of right of use obligations	338	8,752	420	1,316	259	631	-	11,716	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	272,764	126,283	39,845	3,087	4,250	3,406	(318,391)	131,244	(1,985)	(243)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,570	3,875	3,582	-	141,151	1,840	-	142,991
Estimated third-party settlements	-	210,144	34,664	25,421	24,667	6,430	-	301,326	1,199	-	302,525
Total current liabilities	273,102	478,419	83,526	34,141	33,198	14,281	(318,391)	598,276	1,209	(243)	599,242
Notes payable, related party	-	814,525	-	-	27,718	6,600	(848,843)	-	-	-	-
Long-term debt, excluding current portion	1,050,694	37,373	23,617	24,312	147	10,595	(10,970)	1,135,768	2,762	-	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,432	16,429	368	2,698	-	46,420	36	-	46,456
Insurance deposits and related liabilities	-	75,697	475	325	388	220	-	77,105	41	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	-	511	-	324,258	(1)	-	324,257
Other liabilities	-	117,631	1,506	384	2,026	-	-	121,547	22,131	-	143,678
Total liabilities	1,324,999	1,849,842	132,396	75,591	63,845	34,905	(1,178,204)	2,303,374	26,178	(243)	2,329,309
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	5,524	242,824	47,729	29,464	36,158	21,247	-	382,946	48,040	40	431,026
Net assets with donor restrictions	355	99,427	7,036	945	4,736	7,310	-	119,809	32,459	(40)	152,228
Total net assets	5,879	342,251	54,765	30,409	40,894	28,557	-	502,755	80,499	-	583,254
Total liabilities and net assets	$ 1,330,878	$ 2,192,093	$ 187,161	$ 106,000	$ 104,739	$ 63,462	$ (1,178,204)	$ 2,806,129	$ 106,677	$ (243)	$ 2,912,563

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2020

(in thousands of dollars)	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	$ 108,856	$ 218,295	$ 47,642	$ 22,874	$ 14,568	$ 34,072	$ 6,916	$ -	$ 453,223
Patient accounts receivable, net	-	146,887	11,413	10,200	4,439	8,634	2,246	-	183,819
Prepaid expenses and other current assets	25,243	180,137	27,607	6,105	1,737	2,986	1,156	(83,065)	161,906
Total current assets	134,099	545,319	86,662	39,179	20,744	45,692	10,318	(83,065)	798,948
Assets limited as to use	344,737	946,938	18,001	12,768	13,240	13,044	21,366	(235,568)	1,134,526
Notes receivable, related party	848,250	593	-	-	-	-	-	(848,843)	-
Other investments for restricted activities	-	105,869	25,272	3,077	6,265	97	-	-	140,580
Property, plant, and equipment, net	8	469,613	68,374	43,612	18,432	40,126	3,421	-	643,586
Right of use assets	1,542	32,714	1,822	621	3,220	17,574	92	-	57,585
Other assets	2,242	122,647	7,429	5,482	2,152	8,199	158	(10,971)	137,338
Total assets	$ 1,330,878	$ 2,223,693	$ 207,560	$ 104,739	$ 64,053	$ 124,732	$ 35,355	$ (1,178,447)	$ 2,912,563
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 7,380	$ 865	$ 147	$ 257	$ 747	$ 71	$ -	$ 9,467
Current portion of right of use obligations	338	8,752	420	259	631	1,316	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	272,762	126,684	35,117	4,251	3,517	3,528	1,791	(318,634)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,875	3,626	3,883	1,483	-	142,991
Estimated third-party settlements	-	210,143	34,664	24,667	6,430	25,421	1,200	-	302,525
Total current liabilities	273,100	478,819	78,798	33,199	14,461	34,895	4,604	(318,634)	599,242
Notes payable, related party	-	814,525	-	27,718	6,600	-	-	(848,843)	-
Long-term debt, excluding current portion	1,050,694	37,373	23,618	147	10,867	24,312	2,489	(10,970)	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,433	368	2,700	16,429	33	-	46,456
Insurance deposits and related liabilities	-	75,697	475	388	222	325	39	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	510	-	-	-	324,257
Other liabilities	-	117,631	1,506	2,026	-	22,515	-	-	143,678
Total liabilities	1,324,997	1,850,242	127,670	63,846	35,360	98,476	7,165	(1,178,447)	2,329,309
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	5,526	266,327	48,549	36,158	21,385	24,881	28,160	40	431,026
Net assets with donor restrictions	355	107,124	31,341	4,735	7,308	1,375	30	(40)	152,228
Total net assets	5,881	373,451	79,890	40,893	28,693	26,256	28,190	-	583,254
Total liabilities and net assets	$ 1,330,878	$ 2,223,693	$ 207,560	$ 104,739	$ 64,053	$ 124,732	$ 35,355	$ (1,178,447)	$ 2,912,563

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

(in thousands of dollars)	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	6,970	31	2,973	6,323	-	108,179	25,940	-	134,119
Property, plant, and equipment, net	22	432,277	67,147	30,945	41,948	17,797	-	590,134	31,122	-	621,256
Right of use assets	-	-	-	-	-	-	-	-	-	-	-
Other assets	3,518	108,206	1,279	15,019	6,042	4,388	(10,970)	127,484	(3,013)	-	124,471
Total assets	$ 706,260	$ 1,889,041	$ 128,009	$ 76,831	$ 88,377	$ 54,932	$ (639,289)	$ 2,104,161	$ 115,150	$ (3,009)	$ 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 right of use obligations	-	-	-	-	-	-	-	-	-	-	-
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
Right of use obligations, excluding current portion	-	-	-	-	-	-	-	-	-	-	-
Insurance deposits and related liabilities	-	56,786	440	513	388	240	-	58,367	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	256,427	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)	1,513,909
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	7,486	356,880	63,051	27,653	35,518	21,242	-	511,830	48,063	40	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	7,504	447,983	69,296	28,449	40,138	28,678	-	622,048	80,345	-	702,393
Total liabilities and net assets	$ 706,260	$ 1,889,041	$ 128,009	$ 76,831	$ 88,377	$ 54,932	$ (639,289)	$ 2,104,161	$ 115,150	$ (3,009)	$ 2,216,302

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

(in thousands of dollars)	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	$ 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
Right of use assets	-	-	-	-	-	-	-	-	-
Other assets	3,518	108,366	7,388	5,476	1,931	8,688	74	(10,970)	124,471
Total assets	$ 706,260	$ 1,720,297	$ 157,894	$ 88,946	$ 55,437	$ 96,472	$ 33,294	$ (642,298)	$ 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 right of use obligations	-	-	-	-	-	-	-	-	-
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
Right of use obligations, excluding current portion	-	-	-	-	-	-	-	-	-
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	7,486	379,498	65,873	36,087	21,300	22,327	27,322	40	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	7,504	478,682	95,434	40,706	28,735	23,980	27,352	-	702,393
Total liabilities and net assets	$ 706,260	$ 1,720,297	$ 157,894	$ 88,946	$ 55,437	$ 96,472	$ 33,294	$ (642,298)	$ 2,216,302

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2020

(in thousands of dollars)	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	$ -	$ 1,490,516	$ 207,416	$ 65,496	$ 53,943	$ 41,349	$ -	$ 1,858,720	$ 21,305	$ -	$ 1,880,025
Contracted revenue	5,369	114,906	400	-	10	7,427	(54,543)	73,569	498	(39)	74,028
Other operating revenue	26,349	321,028	18,406	7,179	10,185	7,847	(28,972)	360,022	15,128	(528)	374,622
Net assets released from restrictions	409	13,013	1,315	162	160	84	-	15,143	1,117	-	16,260
Total operating revenue and other support	32,127	1,939,463	225,537	72,837	64,298	56,707	(83,515)	2,307,454	38,048	(567)	2,344,935
Operating expenses											
Salaries	-	947,275	115,777	37,596	33,073	27,600	(34,706)	1,126,615	17,007	1,201	1,144,823
Employee benefits	-	227,138	26,979	6,214	6,741	6,344	(4,864)	268,552	4,009	311	272,872
Medications and medical supplies	-	401,165	36,313	8,390	5,140	2,944	-	453,952	1,429	-	455,381
Purchased services and other	13,615	284,714	31,864	11,839	14,311	13,351	(20,942)	348,552	13,943	(1,999)	360,496
Medicaid enhancement tax	-	59,708	8,476	3,226	2,853	1,747	-	76,010	-	-	76,010
Depreciation and amortization	14	71,108	9,351	3,361	3,601	2,475	-	89,910	2,254	-	92,164
Interest	25,780	23,431	953	906	1,097	252	(25,412)	27,007	315	-	27,322
Total operating expenses	39,409	2,014,539	229,713	71,332	66,816	54,713	(85,924)	2,390,598	38,957	(487)	2,429,068
Operating (loss) margin	(7,282)	(75,076)	(4,176)	1,505	(2,518)	1,994	2,409	(83,144)	(909)	(80)	(84,133)
Non-operating gains (losses)											
Investment income (losses), net	4,877	18,522	714	292	359	433	(198)	24,999	2,048	-	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	-	134	-	10,810	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(205)	544	4,317	(2,211)	(3,133)	346	80	(2,707)
Total non-operating gains (losses), net	945	26,238	2,028	87	903	4,884	(2,409)	32,676	2,394	80	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(48,838)	(2,148)	1,592	(1,615)	6,878	-	(50,468)	1,485	-	(48,983)
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	564	179	-	344	300	-	1,387	27	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	-	(7,188)	-	(79,022)	-	-	(79,022)
Net assets transferred to (from) affiliates	4,375	(7,269)	(32)	219	1,911	15	-	(781)	781	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	(2,316)	-	(2,316)
Increase in net assets without donor restrictions	$ (1,962)	$ (114,056)	$ (15,322)	$ 1,811	$ 640	$ 5	$ -	$ (128,884)	$ (23)	$ -	$ (128,907)

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2020

(in thousands of dollars)	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	$ -	$ 1,490,516	$ 207,416	$ 53,943	$ 41,348	$ 65,496	$ 21,306	$ -	$ 1,880,025
Contracted revenue	5,369	115,403	400	10	7,427	-	-	(54,581)	74,028
Other operating revenue	26,349	323,151	16,472	10,185	9,482	16,726	1,757	(29,500)	374,622
Net assets released from restrictions	409	13,660	1,335	160	83	613	-	-	16,260
Total operating revenue and other support	32,127	1,942,730	225,623	64,298	58,340	82,835	23,063	(84,081)	2,344,935
Operating expenses									
Salaries	-	947,275	115,809	33,073	28,477	41,085	12,608	(33,504)	1,144,823
Employee benefits	-	227,138	26,988	6,741	6,517	7,123	2,918	(4,553)	272,872
Medications and medical supplies	-	401,165	36,313	5,140	2,941	8,401	1,421	-	455,381
Purchased services and other	13,615	287,948	32,099	14,311	13,767	14,589	7,108	(22,941)	360,496
Medicaid enhancement tax	-	59,708	8,476	2,853	1,747	3,226	-	-	76,010
Depreciation and amortization	14	71,109	9,480	3,601	2,596	5,004	360	-	92,164
Interest	25,780	23,431	953	1,097	252	1,159	62	(25,412)	27,322
Total operating expenses	39,409	2,017,774	230,118	66,816	56,297	80,587	24,477	(86,410)	2,429,068
Operating (loss) margin	(7,282)	(75,044)	(4,495)	(2,518)	2,043	2,248	(1,414)	2,329	(84,133)
Non-operating gains (losses)									
Investment income (losses), net	4,877	19,361	1,305	359	463	292	588	(198)	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	134	-	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(25)	4,318	(205)	914	(2,131)	(2,707)
Total non-operating gains (losses), net	945	27,077	2,619	334	4,915	87	1,502	(2,329)	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(47,967)	(1,876)	(2,184)	6,958	2,335	88	-	(48,983)
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	591	179	344	300	-	-	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	(7,188)	-	-	-	(79,022)
Net assets transferred to (from) affiliates	4,377	(7,282)	10	1,911	15	219	750	-	-
Other changes in net assets	-	-	(2,316)	-	-	-	-	-	(2,316)
Increase in net assets without donor restrictions	$ (1,960)	$ (113,171)	$ (17,324)	$ 71	$ 85	$ 2,554	$ 838	$ -	$ (128,907)

Dartmouth-Hitchcock Health and Subsidiaries

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

Year Ended June 30, 2019

(in thousands of dollars)	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	$ -	$ 1,976,796	$ 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	13,386	(297)	210,698
Net assets released from restrictions	369	11,556	732	137	177	24	-	12,995	1,110	-	14,105
Total operating revenue and other support	26,508	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	-	868,311	107,671	37,297	30,549	26,514	(24,682)	1,045,660	15,785	1,106	1,062,551
Employee benefits	-	217,623	25,983	6,454	5,434	7,152	(3,763)	258,883	3,642	287	262,812
Medications and medical supplies	-	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	(1,622)	323,435
Medicaid enhancement tax	-	54,954	8,005	3,062	2,264	1,776	-	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	1,828,123	220,108	74,229	63,107	55,012	(70,471)	2,202,165	38,726	(229)	2,240,662
Operating margin (loss)	(5,549)	59,888	4,641	(2,550)	1,497	(768)	2,295	59,454	(913)	(60)	58,481
Non-operating gains (losses)											
Investment income (losses), net	3,929	32,193	227	469	834	623	(198)	38,077	1,975	-	40,052
Other components of net periodic pension and post retirement benefit income	-	9,277	1,758	-	-	186	-	11,221	-	-	11,221
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)
Total non-operating gains (losses), net	145	43,056	1,798	412	594	1,088	(2,295)	44,798	2,766	60	47,624
(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 for capital	-	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)	-	-
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

(in thousands of dollars)	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	$ -	$ 1,580,552	$ 220,254	$ 60,166	$ 46,029	$ 69,794	$ 22,528	$ -	$ 1,999,323
Contracted revenue	5,010	109,842	355	-	5,902	-	-	(46,092)	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	26,509	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	-	217,623	25,993	5,434	7,319	7,218	2,701	(3,476)	262,812
Medications and medical supplies	-	354,201	34,331	6,298	3,035	8,639	1,371	-	407,875
Purchased services and other	11,366	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	1,832,118	220,610	62,974	56,526	83,653	23,423	(70,700)	2,240,662
Operating (loss) margin	(5,549)	59,688	4,280	1,629	(701)	(2,746)	(355)	2,235	58,481
Non-operating gains (losses)									
Investment income (losses), net	3,929	33,310	129	785	645	469	983	(198)	40,052
Other components of net periodic pension and post retirement benefit income	-	9,277	1,758	-	186	-	-	-	11,221
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)
Total non-operating gains (losses), net	145	44,173	1,716	545	1,119	413	1,748	(2,235)	47,624
(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 for capital	-	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	-	-
Increase (decrease) in net assets without donor restrictions	$ 5,073	$ 22,980	$ 804	$ 2,704	$ 1,536	$ 1,296	$ 1,438	$ -	$ 35,831

Dartmouth-Hitchcock Health and Subsidiaries
Note to Supplemental Consolidating Information
June 30, 2020 and 2019

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.

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2019 and 2018

Dartmouth-Hitchcock Health and Subsidiaries
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Report of Independent Auditors

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

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.

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. 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 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.

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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 Matter

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.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 26, 2019

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

(in thousands of dollars)	2019	2018
Assets		
Current assets		
Cash and cash equivalents	$ 143,587	$ 200,169
Patient accounts receivable, net of estimated uncollectibles 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	$ 2,216,302	$ 2,070,025
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	1,513,909	1,408,090
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	702,393	661,935
Total liabilities and net assets	$ 2,216,302	$ 2,070,025

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

(in thousands of dollars)	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	1,999,323	1,851,728
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	2,299,143	2,069,104
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	2,229,441	2,021,641
Operating income (loss)	69,702	47,463
Non-operating 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 non-operating gains, net	36,403	9,018
Excess of revenue over expenses	$ 106,105	$ 56,481

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 - Continued
Years Ended June 30, 2019 and 2018

(in thousands of dollars)	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	35,831	99,155
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	4,627	(11,249)
Change in net assets	40,458	87,906
Net assets		
Beginning of year	661,935	574,029
End of year	$ 702,393	$ 661,935

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

(in thousands of dollars)	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 non-operating 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 non-operating activities	161,145	136,031
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	(216,639)	(83,596)
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	(1,088)	79,236
(Decrease) increase in cash and cash equivalents	(56,582)	131,671
Cash and cash equivalents		
Beginning of year	200,169	68,498
End of year	$ 143,587	$ 200,169
Supplemental cash flow information		
Interest paid	$ 23,977	$ 18,029
Net assets acquired as part of acquisition, net of cash aquired	(4,863)	-
Non-cash proceeds from issuance of debt	-	137,281
Use of non-cash 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
Consolidated Notes to 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 for 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.).

- *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

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 non-operating 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.

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.

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 and 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 non-operating 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 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 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 non-operating 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.

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.

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.

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.

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.

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.

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.

	2019		
(in thousands of dollars)	**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
Subtotal	1,346,382	152,281	1,498,663
Professional			
Professional	454,425	23,707	478,132
VNH			22,528
Other Revenue			285,715
Total operating revenue and other support	$ 1,800,807	$ 175,988	$ 2,285,038

	2018		
(in thousands of dollars)	**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
Subtotal	1,237,119	154,582	1,391,701
Professional			
Professional	412,605	24,703	437,308
VNH			22,719
Other Revenue			203,915
Total operating revenue and other support	$ 1,649,724	$ 179,285	$ 2,055,643

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

(in thousands of dollars)	2019	2018
Patient accounts recivable	$ 221,125	$ 351,456
Less: Allowance for doubtful accounts	-	(132,228)
Patient accounts receivable	$ 221,125	$ 219,228

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	100%	100%

5. Investments

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

(in thousands of dollars)	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
	809,536	636,314
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
	66,082	67,938
Held by trustee under indenture agreement (Note 10)		
Cash and short-term investments	631	1,872
Total assets limited as to use	876,249	706,124
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	134,119	130,896
Total investments	$ 1,010,368	$ 837,020

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 non-distressed 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.

	2019		
(in thousands of dollars)	**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

	2018		
(in thousands of dollars)	**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

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

(in thousands of dollars)	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
	41,035	41,347
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
	2,682	4,354
	$ 43,717	$ 45,701

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 non-operating 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.

6. Property, Plant, and Equipment

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

(in thousands of dollars)	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
	1,882,836	1,796,758
Less: Accumulated depreciation and amortization	1,276,746	1,200,549
Total depreciable assets, net	606,090	596,209
Construction in progress	15,166	11,112
	$ 621,256	$ 607,321

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 non-operating 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).

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:

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
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	76,295	33	-	76,328	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	164,849	-	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	$ 164,849	$ 9,390	$ 746,528		

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
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.

	2019		
(in thousands of dollars)	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

	2018		
(in thousands of dollars)	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.

8. Net Assets with Donor Restrictions

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

(in thousands of dollars)	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
	$ 142,460	$ 137,833

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.

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		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 78,268	$ 78,268
Board-designated endowment funds	31,421	-	31,421
Total endowed net assets	$ 31,421	$ 78,268	$ 109,689

	2018		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 78,197	$ 78,197
Board-designated endowment funds	29,506	-	29,506
Total endowed net assets	$ 29,506	$ 78,197	$ 107,703

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

	2019		
(in thousands of dollars)	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

	2018		
(in thousands of dollars)	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

10. Long-Term Debt

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

(in thousands of dollars)	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	$ 722,162	$ 697,107

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

(in thousands of dollars)	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	17,526	18,965
Total other debt	20,923	38,186
Total variable and fixed rate debt	722,162	697,107
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	10,914	3,464
	$ 752,180	$ 752,975

*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:

(in thousands of dollars)	2019
2020	$ 10,914
2021	10,693
2022	10,843
2023	7,980
2024	3,016
Thereafter	699,639
	$ 743,085

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.

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 non-operating 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.

(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

(7) 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 non-operating 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 non-operating 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 non-operating gain of $145,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define 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:

(in thousands of dollars)	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	$ (6,949)	$ (6,628)

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 %

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:

(in thousands of dollars)	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	1,135,523	1,087,940
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	897,717	884,983
Funded status of the plans	(237,806)	(202,957)
Less: Current portion of liability for pension	(46)	(45)
Long term portion of liability for pension	(237,760)	(202,912)
Liability for pension	$ (237,806)	$ (202,957)

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

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.

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

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:

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
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		

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
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:

	2019		
(in thousands of dollars)	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

	2018		
(in thousands of dollars)	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

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
	100 %	100 %

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

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:

(in thousands of dollars)	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
	$ (3,738)	$ (3,719)

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:

(in thousands of dollars)	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
Benefit obligation at end of year	46,671	42,581
Funded status of the plans	$ (46,671)	$ (42,581)
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	(43,249)	(39,315)
Liability for postretirement medical and life benefits	$ (46,671)	$ (42,581)

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:

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

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:

(in thousands of dollars)	
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.

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:

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

	2018		
(in thousands of dollars)	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.

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
	$ 45,481

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:

	2019			
(in thousands of dollars)	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	$ 1,831,825	$ 393,208	$ 4,408	$ 2,229,441

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

(in thousands of dollars)	2018
Program services	$ 1,715,760
Management and general	303,527
Fundraising	2,354
	$ 2,021,641

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)		2019
Cash and cash equivalents	$	143,587
Patient accounts receivable		221,125
Assets limited as to use		876,249
Other investments for restricted activities		134,119
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		97,063
Total financial assets available within one year	$	1,077,816

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 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.

Consolidating Supplemental Information – Unaudited

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

(in thousands of dollars)	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	6,970	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	-	56,786	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)	1,513,909
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

(in thousands of dollars)	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

(in thousands of dollars)	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	$ 134,834	$ 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)	516,899
Assets limited as to use	8	616,929	17,438	12,821	10,829	-	658,025	48,099	-	706,124
Notes receivable, related party	554,771	-	-	-	-	(554,771)	-	-	-	-
Other investments for restricted activities	-	87,613	8,591	2,981	6,238	-	105,423	25,473	-	130,896
Property, plant, and equipment, net	36	443,154	66,759	42,438	17,356	-	569,743	37,578	-	607,321
Other assets	24,863	101,078	1,370	5,906	4,280	(10,970)	126,527	3,604	(21,346)	108,785
Total assets	$ 726,276	$ 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	$ 726,276	$ 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

(in thousands of dollars)	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	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025
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	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025

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

(in thousands of dollars)	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	$ -	$ 1,976,796	$ 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	13,386	(297)	210,698
Net assets released from restrictions	369	11,556	732	137	177	24	-	12,995	1,110	-	14,105
Total operating revenue and other support	26,508	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	-	868,311	107,671	37,297	30,549	26,514	(24,682)	1,045,660	15,785	1,106	1,062,551
Employee benefits	-	208,348	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	(1,622)	323,435
Medicaid enhancement tax	-	54,954	8,005	3,062	2,264	1,776	-	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)	2,190,944	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
Non-operating 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

(in thousands of dollars)	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	-	-	(46,092)	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	26,509	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	11,366	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 non-operating 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	$ 1,536	$ 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

(in thousands of dollars)	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	11,605	620	52	44	-	12,979	482	-	13,461
Total operating revenue and other support	8,152	1,687,313	209,754	63,153	54,601	(53,424)	1,969,549	100,673	(1,118)	2,069,104
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	17,216	1,627,466	217,599	64,934	52,867	(55,203)	1,924,879	97,556	(794)	2,021,641
Operating margin (loss)	(9,064)	59,847	(7,845)	(1,781)	1,734	1,779	44,670	3,117	(324)	47,463
Non-operating gains (losses)										
Investment income (losses), net	(26)	33,628	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	(1,390)	2,873	1,408	2,122	1,124	(1,779)	4,358	4,299	361	9,018
(Deficiency) excess of revenue over expenses	(10,454)	62,720	(6,437)	341	2,858	-	49,028	7,416	37	56,481
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	$ 7,337	$ 75,995	$ 3,578	$ 393	$ 4,565	$ -	$ 91,868	$ 7,308	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2018

(in thousands of dollars)	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	8,152	1,691,189	210,450	63,150	55,955	71,578	23,172	(54,542)	2,069,104
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	17,219	1,631,083	218,105	64,784	54,276	69,307	22,864	(55,997)	2,021,641
Operating (loss) margin	(9,067)	60,106	(7,655)	(1,634)	1,679	2,271	308	1,455	47,463
Non-operating 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	(1,390)	4,422	1,951	2,068	1,060	(20)	2,345	(1,418)	9,018
(Deficiency) excess of revenue over expenses	(10,457)	64,528	(5,704)	434	2,739	2,251	2,653	37	56,481
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	$ 7,392	$ 77,823	$ 4,311	$ 486	$ 4,445	$ 2,066	$ 2,653	$ (21)	$ 99,155

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.

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2018 and 2017

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Report of Independent Auditors

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

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, 2018 and June 30, 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended.

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 did not audit the financial statements of Alice Peck Day Hospital, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets of 2.8% of consolidated total assets at June 30, 2017 and total revenues of 3.3% of consolidated total revenue for the year then ended. Those statements were audited by other auditors whose report thereon has been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for Alice Peck Day Hospital, is based solely on the report of the other auditors. 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 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, based on our audits and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2018 and June 30, 2017, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were 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 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 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 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.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 7, 2018

(in thousands of dollars)	2018	2017
Assets		
Current assets		
Cash and cash equivalents	$ 200,169	$ 68,498
Patient accounts receivable, net of estimated uncollectibles of $132,228 and $121,340 at June 30, 2018 and 2017 (Note 3)	219,228	237,260
Prepaid expenses and other current assets	97,502	89,203
Total current assets	516,899	394,961
Assets limited as to use (Notes 4 and 6)	706,124	662,323
Other investments for restricted activities (Notes 4 and 6)	130,896	124,529
Property, plant, and equipment, net (Note 5)	607,321	609,975
Other assets	108,785	97,120
Total assets	$ 2,070,025	$ 1,888,908
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 9)	$ 3,464	$ 18,357
Current portion of liability for pension and other postretirement plan benefits (Note 10)	3,311	3,220
Accounts payable and accrued expenses (Note 12)	95,753	89,160
Accrued compensation and related benefits	125,576	114,911
Estimated third-party settlements (Note 3)	41,141	27,433
Total current liabilities	269,245	253,081
Long-term debt, excluding current portion (Note 9)	752,975	616,403
Insurance deposits and related liabilities (Note 11)	55,516	50,960
Interest rate swaps (Notes 6 and 9)	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion (Note 10)	242,227	282,971
Other liabilities	88,127	90,548
Total liabilities	1,408,090	1,314,879
Commitments and contingencies (Notes 3, 5, 6, 9, and 12)		
Net assets		
Unrestricted (Note 8)	524,102	424,947
Temporarily restricted (Notes 7 and 8)	82,439	94,917
Permanently restricted (Notes 7 and 8)	55,394	54,165
Total net assets	661,935	574,029
Total liabilities and net assets	$ 2,070,025	$ 1,888,908

(in thousands of dollars)	2018	2017
Unrestricted revenue and other support		
Net patient service revenue, net of contractual allowances and discounts	$ 1,899,095	$ 1,859,192
Provision for bad debts (Note 1 and 3)	47,367	63,645
Net patient service revenue less provision for bad debts	1,851,728	1,795,547
Contracted revenue (Note 2)	54,969	43,671
Other operating revenue (Note 2 and 4)	148,946	119,177
Net assets released from restrictions	13,461	11,122
Total unrestricted revenue and other support	2,069,104	1,969,517
Operating expenses		
Salaries	989,263	966,352
Employee benefits	229,683	244,855
Medical supplies and medications	340,031	306,080
Purchased services and other	291,372	289,805
Medicaid enhancement tax (Note 3)	67,692	65,069
Depreciation and amortization	84,778	84,562
Interest (Note 9)	18,822	19,838
Total operating expenses	2,021,641	1,976,561
Operating income (loss)	47,463	(7,044)
Non-operating gains (losses)		
Investment gains (Notes 4 and 9)	40,387	51,056
Other losses	(2,908)	(4,153)
Loss on early extinguishment of debt	(14,214)	-
Loss due to swap termination	(14,247)	-
Contribution revenue from acquisition	-	20,215
Total non-operating gains, net	9,018	67,118
Excess of revenue over expenses	$ 56,481	$ 60,074

(in thousands of dollars)	2018	2017
Unrestricted net assets		
Excess of revenue over expenses	$ 56,481	$ 60,074
Net assets released from restrictions	16,313	1,839
Change in funded status of pension and other postretirement benefits (Note 10)	8,254	(1,587)
Other changes in net assets	(185)	(3,364)
Change in fair value of interest rate swaps (Note 9)	4,190	7,802
Change in interest rate swap effectiveness	14,102	-
Increase in unrestricted net assets	99,155	64,764
Temporarily restricted net assets		
Gifts, bequests, sponsored activities	13,050	26,592
Investment gains	2,964	1,677
Change in net unrealized gains on investments	1,282	3,775
Net assets released from restrictions	(29,774)	(12,961)
Contribution of temporarily restricted net assets from acquisition	-	103
(Decrease) increase in temporarily restricted net assets	(12,478)	19,186
Permanently restricted net assets		
Gifts and bequests	1,121	300
Investment gains in beneficial interest in trust	108	245
Contribution of permanently restricted net assets from acquisition	-	30
Increase in permanently restricted net assets	1,229	575
Change in net assets	87,906	84,525
Net assets		
Beginning of year	574,029	489,504
End of year	$ 661,935	$ 574,029

(in thousands of dollars)	2018	2017
Cash flows from operating activities		
Change in net assets	$ 87,906	$ 84,525
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Change in fair value of interest rate swaps	(4,897)	(8,001)
Provision for bad debt	47,367	63,645
Depreciation and amortization	84,947	84,711
Contribution revenue from acquisition	-	(20,348)
Change in funded status of pension and other postretirement benefits	(8,254)	1,587
(Gain) loss on disposal of fixed assets	(125)	1,703
Net realized gains and change in net unrealized gains on investments	(45,701)	(57,255)
Restricted contributions and investment earnings	(5,460)	(4,374)
Proceeds from sales of securities	1,531	809
Loss from debt defeasance	14,214	381
Changes in assets and liabilities		
Patient accounts receivable, net	(29,335)	(35,811)
Prepaid expenses and other current assets	(8,299)	7,386
Other assets, net	(11,665)	(8,934)
Accounts payable and accrued expenses	19,693	(17,820)
Accrued compensation and related benefits	10,665	10,349
Estimated third-party settlements	13,708	7,783
Insurance deposits and related liabilities	4,556	(5,927)
Liability for pension and other postretirement benefits	(32,399)	8,935
Other liabilities	(2,421)	11,431
Net cash provided by operating and non-operating activities	136,031	124,775
Cash flows from investing activities		
Purchase of property, plant, and equipment	(77,598)	(77,361)
Proceeds from sale of property, plant, and equipment	-	1,087
Purchases of investments	(279,407)	(259,201)
Proceeds from maturities and sales of investments	273,409	276,934
Cash received through acquisition	-	3,564
Net cash used in investing activities	(83,596)	(54,977)
Cash flows from financing activities		
Proceeds from line of credit	50,000	65,000
Payments on line of credit	(50,000)	(101,550)
Repayment of long-term debt	(413,104)	(48,506)
Proceeds from issuance of debt	507,791	39,064
Repayment of interest rate swap	(16,019)	-
Payment of debt issuance costs	(4,892)	(274)
Restricted contributions and investment earnings	5,460	4,374
Net cash provided by (used in) financing activities	79,236	(41,892)
Increase in cash and cash equivalents	131,671	27,906
Cash and cash equivalents		
Beginning of year	68,498	40,592
End of year	$ 200,169	$ 68,498
Supplemental cash flow information		
Interest paid	$ 18,029	$ 23,407
Net assets acquired as part of acquisition, net of cash aquired	-	16,784
Non-cash proceeds from issuance of debt	137,281	-
Use of non-cash proceeds to refinance debt	(137,281)	-
Building construction in process financed by a third party	-	8,426
Construction in progress included in accounts payable and accrued expenses	1,569	14,669
Equipment acquired through issuance of capital lease obligations	17,670	-
Donated securities	1,531	809

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 (APD), and the Visiting Nurse and Hospice of NH and VT and Subsidiaries (VNH). The "Health System" consists of D-HH, its affiliates 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 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, MHMH, DHC, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH 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.

The Health System files annual Community Benefits Reports with the State of NH which outlines the community and charitable benefits it 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 lectures, 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.).

- *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 to participate 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.
- *Community health-related initiatives* occur outside of the organization(s) through various financial contributions of cash, in-kind, and grants to local organizations.
- *Community-building activities* include cash, in-kind donations, and budgeted expenditures for the development of programs and partnerships intended to address 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 (financial assistance)* represents services provided to patients who cannot afford healthcare services due to inadequate financial resources which result from being uninsured or underinsured. For the years ended June 30, 2018 and 2017, the Health System provided financial assistance to patients in the amount of approximately $39,446,000 and $29,934,000, respectively, as measured by gross charges. The estimated cost of providing this care for the years ended June 30, 2018 and 2017 was approximately $15,559,000 and $12,173,000, respectively. The estimated costs of providing charity care services are determined applying a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of costs to charges is calculated using total expenses, less bad debt, divided by gross revenue.
- *Government-sponsored healthcare services* are provided to Medicaid and Medicare patients at reimbursement levels that are significantly below the cost of the care provided.
- *The uncompensated cost of care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2017 was approximately $126,867,000. The 2018 Community Benefits Reports are expected to be filed in February 2019.

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, 2017:

(Unaudited, in thousands of dollars)

Government-sponsored healthcare services	$	287,845
Health professional education		33,197
Subsidized health services		30,447
Charity care		11,070
Community health services		6,829
Research		3,308
Community building activities		1,487
Financial contributions		1,417
Community benefit operations		913
Total community benefit value	$	376,513

The Health System also provides a significant amount of uncompensated care to its patients that are reported as provision for bad debts, which is not included in the amounts reported above. During the years ended June 30, 2018 and 2017, the Health System reported a provision for bad debt expense of approximately $47,367,000 and $63,645,000, respectively.

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, unrestricted net assets are amounts not subject to donor-imposed stipulations and are available for operations. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. Permanently restricted net assets have 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 the allowance for estimated uncollectible accounts and contractual allowances, 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 unrestricted investments, which are utilized to provide charity and other operational support. Peripheral activities, including unrestricted contribution income 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 non-operating gains (losses).

Changes in unrestricted net assets 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 and Provision for Bad Debts

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.

The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. Additions to the allowance for uncollectible accounts are made by means of the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance and subsequent recoveries are added. The amount of the provision for bad debts 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 3).

Net Patient Service Revenue
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 and bad debt expense. 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 3).

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. This revenue includes retail pharmacy, joint operating agreements, grant revenue, cafeteria sales, meaningful use incentive payments 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/comingled 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 6).

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.

Certain affiliates 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 and permanently restricted assets were invested in these pooled funds by purchasing units based on the fair 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 unrestricted investments, change in value of equity method investments, interest, and dividends) are included in the excess of revenue over expenses and classified as non-operating gains and losses, unless the income or loss is restricted by donor or law (Note 8).

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 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 unrestricted 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 depreciation and amortization in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Trade Names
The Health System records trade names as intangible assets within other assets on the consolidated statements of financial position. The Health System considers trade names 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 $2,462,000 and $2,700,000 as intangible assets associated with its affiliations as of June 30, 2018 and 2017, 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 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 unrestricted net assets 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 and Bequests
Unrestricted gifts and bequests are recorded net of related expenses as non-operating 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 as either temporarily or permanently restricted 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, temporarily restricted net assets are reclassified as unrestricted net assets 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* 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 is in the process of completing an evaluation of the requirements of the new standard, which became effective on July 1, 2018. In addition, the Health System is in the process of drafting the new disclosures required post implementation. The Health System plans to use a modified retrospective method of application to adopt ASU 2014-09 on July 1, 2018. The Health System will use a portfolio approach to apply the new model to classes of payers with similar characteristics and analyze cash collection trends over an appropriate collection look-back period depending on the payer. Adoption of ASU 2014-09 will result in changes to the presentation for and disclosure of revenue related to uninsured or underinsured patients. Prior to the adoption of ASU 2014-09, a significant portion of the provision for doubtful accounts related to self-pay patients, as well as co-pays and deductibles owed to the Health System by patients. Under ASU 2014-09, the estimated uncollectible amounts due from these patients are generally considered a direct reduction to net operating revenues and, correspondingly, result in a material reduction in the amounts presented separately as provision for doubtful accounts. The Health System is also in the process of completing an assessment of the impact of the new standard on other operating revenue and various reimbursement programs that represent variable consideration. These include supplemental state Medicaid programs, disproportionate share payments and settlements with third party payers. The payment mechanisms for these types of programs vary by state. While the adoption of ASU 2014-09 will

have a material effect on the presentation of net operating revenues in the Health System's consolidated statements of operations and changes in net assets, and will impact certain disclosures, it will not materially impact the financial position, results of operations or cash flows.

In February 2016, the FASB issued ASU 2016-02 - *Leases*, 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, including revisions to the classification of net assets and expanded disclosure requirements concerning expenses and liquidity. The ASU is effective for the Health System for the year ending June 30, 2019. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

3. Patient Service Revenue and Accounts Receivable

Patient service revenue is reported net of contractual allowances and the provision for bad debts as follows for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Gross patient service revenue	$ 5,180,649	$ 4,865,332
Less: Contractual allowances	3,281,554	3,006,140
Provision for bad debt	47,367	63,645
Net patient service revenue	$ 1,851,728	$ 1,795,547

Accounts receivable are reduced by an allowance for estimated uncollectibles. In evaluating the collectability of accounts receivable, the Health System analyzes past collection history and identifies trends for several categories of self-pay accounts (uninsured, residual balances, pre-collection accounts and charity) to estimate the appropriate allowance percentages in establishing

the allowance for bad debt expense. Management performs collection rate look-back analyses on a quarterly basis to evaluate the sufficiency of the allowance for estimated uncollectibles. Throughout the year, after all reasonable collection efforts have been exhausted, the difference between the standard rates and the amounts actually collected, including contractual adjustments and uninsured discounts, will be written off against the allowance for estimated uncollectibles. In addition to the review of the categories of revenue, management monitors the write offs against established allowances as of a point in time to determine the appropriateness of the underlying assumptions used in estimating the allowance for estimated uncollectibles.

Accounts receivable, prior to adjustment for estimated uncollectibles, are summarized as follows at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Receivables		
Patients	$ 94,104	$ 90,786
Third-party payors	250,657	263,240
Nonpatient	6,695	4,574
	$ 351,456	$ 358,600

The allowance for estimated uncollectibles is $132,228,000 and $121,340,000 as of June 30, 2018 and 2017.

The following table categorizes payors into five groups and their respective percentages of gross patient service revenue for the years ended June 30, 2018 and 2017:

	2018	2017
Medicare	43 %	43 %
Anthem/Blue Cross	18	18
Commercial insurance	20	20
Medicaid	13	13
Self-pay/other	6	6
	100 %	100 %

The Health System has agreements with third-party payors that provide for payments at amounts different from their established rates. A summary of the acute care payment arrangements in effect during the years ended June 30, 2018 and 2017 with major third-party payors follows:

Medicare
The Health System's inpatient acute care services provided to Medicare program beneficiaries are paid at prospectively determined rates-per-discharge. These rates vary according to a patient classification system that is 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. Under this system, outpatient services are reimbursed based on a pre-determined amount for each outpatient procedure, subject to various mandated modifications. The Health System is reimbursed during the year for services to Medicare beneficiaries based on varying interim

payment methodologies. Final settlement is determined after the submission of an annual cost report and subsequent audit of this report by the Medicare fiscal intermediary.

Certain of the Health System's affiliates qualify as Critical Access Hospitals (CAH), which are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, for its inpatient acute, swing bed, and outpatient services, excluding ambulance services and inpatient hospice care. They are reimbursed at an interim rate for cost based services with a final settlement determined by the Medicare Cost Report filing. The nursing home and Rehabilitation distinct part units are not impacted by CAH designation. Medicare reimburses both services based on an acuity driven prospective payment system with no retrospective settlement.

Certain of the Health System's affiliates qualify as Home Health and Hospice Providers. Providers of home health services to clients 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 client at a rate determined by federal guidelines. Hospice services to clients 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. Revenue is recognized as the services are performed based on the fixed rate amount.

Medicaid

The Health System's payments for inpatient services rendered to NH Medicaid beneficiaries are based on a prospective payment system, while outpatient services are reimbursed on a retrospective cost basis or fee schedules. NH Medicaid Outpatient Direct Medical Education costs are reimbursed, as a pass-through, based on the filing of the Medicare cost report. Payment for inpatient and outpatient services rendered to VT Medicaid beneficiaries are based on prospective payment systems and the skilled nursing facility is reimbursed on a prospectively determined per diem rate.

During the years ended June 30, 2018 and 2017, the Health System recorded State of NH Medicaid Enhancement Tax (MET) and State of VT Provider Tax of $67,692,000 and $65,069,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain net patient revenues in accordance with instructions received from the States. The provider taxes are included in Medicaid enhancement tax in the consolidated statements of operations and changes in net assets.

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 purchased services and other in the consolidated statements of operations and changes in net assets, was $737,000 and $645,000 in 2018 and 2017, 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 "SB 369". As part of this 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.

In May of 2018, the State of NH and NH Hospitals reached a new seven-year agreement through 2024. Under the terms of this agreement, the hospitals agreed to accept approximately $28 million less in DSH payments to which they are entitled in fiscal year 2018 and fiscal year 2019 in exchange for greater certainty about both future DSH payments and increases in Medicaid reimbursement rates. The new agreement contains a number of safeguards. In the event of adverse federal legislative or administrative changes to the DSH program, the agreement provides for alternative payments (e.g., other Medicaid supplemental payments or rate increases that will compensate the hospitals for any loss of DSH revenue). Additionally, the hospitals have filed a declaratory judgment petition based on the terms of the 2018 agreement, to which the State of NH has consented and on which a court order has been entered. If the State of NH breaches any term of the 2018 agreement, the hospitals are entitled to recoup the balance of DSH payments forfeited in fiscal year 2018 and fiscal year 2019.

Pursuant to this agreement, the State of NH made DSH payments to D-HH member hospitals in NH in the aggregate amount of approximately $66,383,000 for fiscal year 2018. In fiscal year 2017, D-HH member hospitals in NH received approximately $59,473,000.

The Health Information Technology for Economic and Clinical Health (HITECH) Act included in the American Recovery and Reinvestment Act (ARRA) provides incentives for the adoption and use of health information technology by Medicare and Medicaid providers and eligible professionals. The Health System has recognized meaningful use incentives of $344,000 and $1,156,000 for both the Medicare and Vermont Medicaid programs during the years ended June 30, 2018 and 2017, respectively.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with laws and regulations can be subject to future government review and interpretation as well as significant regulatory action; failure to comply with such laws and regulations can result in fines, penalties and exclusion from the Medicare and Medicaid programs.

Other

For services provided to patients with commercial insurance, the Health System receives payment for inpatient services at prospectively determined rates-per-discharge, prospectively determined per diem rates or a percentage of established charges. Outpatient services are reimbursed on a fee schedule or at a discount from established charges.

Non-acute and physician services are paid at various rates under different arrangements with governmental payors, commercial insurance carriers and health maintenance organizations. The basis for payments under these arrangements includes prospectively determined per visit rates, discounts from established charges, fee schedules, and reasonable cost subject to limitations.

The Health System has provided for its estimated final settlements with all payors based upon applicable contracts and reimbursement legislation and timing in effect for all open years (2013 - 2018). The differences between the amounts provided and the actual final settlement, if any, is recorded as an adjustment to net patient service revenue as amounts become known or as years are no longer subject to audits, reviews and investigations. During 2018 and 2017, changes in prior estimates related to the Health System's settlements with third-party payors resulted in (decreases) increases in net patient service revenue of ($5,604,000) and $2,000,000 respectively, in the consolidated statements of operations and changes in net assets.

4. Investments

The composition of investments at June 30, 2018 and 2017 is set forth in the following table:

(in thousands of dollars)	2018	2017
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 8,558	$ 9,923
U.S. government securities	50,484	44,835
Domestic corporate debt securities	109,240	100,953
Global debt securities	110,944	105,920
Domestic equities	142,796	129,548
International equities	106,668	95,167
Emerging markets equities	23,562	33,893
Real Estate Investment Trust	816	791
Private equity funds	50,415	39,699
Hedge funds	32,831	30,448
	636,314	591,177
Investments held by captive insurance companies (Note 11)		
U.S. government securities	30,581	18,814
Domestic corporate debt securities	16,764	21,681
Global debt securities	4,513	5,707
Domestic equities	8,109	9,048
International equities	7,971	13,888
	67,938	69,138
Held by trustee under indenture agreement (Note 9)		
Cash and short-term investments	1,872	2,008
Total assets limited as to use	706,124	662,323
Other investments for restricted activities		
Cash and short-term investments	4,952	5,467
U.S. government securities	28,220	28,096
Domestic corporate debt securities	29,031	27,762
Global debt securities	14,641	14,560
Domestic equities	20,509	18,451
International equities	17,521	15,499
Emerging markets equities	2,155	3,249
Real Estate Investment Trust	954	790
Private equity funds	4,878	3,949
Hedge funds	8,004	6,676
Other	31	30
Total other investments for restricted activities	130,896	124,529
Total investments	$ 837,020	$ 786,852

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 when debt securities or equity securities 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 non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2018 and 2017. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 6.

	2018		
(in thousands of dollars)	**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

	2017		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 17,398	$ -	$ 17,398
U.S. government securities	91,745	-	91,745
Domestic corporate debt securities	121,631	28,765	150,396
Global debt securities	45,660	80,527	126,187
Domestic equities	144,618	12,429	157,047
International equities	29,910	94,644	124,554
Emerging markets equities	1,226	35,916	37,142
Real Estate Investment Trust	128	1,453	1,581
Private equity funds	-	43,648	43,648
Hedge funds	-	37,124	37,124
Other	30	-	30
	$ 452,346	$ 334,506	$ 786,852

Investment income is comprised of the following for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Unrestricted		
Interest and dividend income, net	$ 12,324	$ 4,418
Net realized gains on sales of securities	24,411	16,868
Change in net unrealized gains on investments	4,612	30,809
	41,347	52,095
Temporarily restricted		
Interest and dividend income, net	1,526	1,394
Net realized gains on sales of securities	1,438	283
Change in net unrealized gains on investments	1,282	3,775
	4,246	5,452
Permanently restricted		
Change in net unrealized gains on beneficial interest in trust	108	245
	108	245
	$ 45,701	$ 57,792

For the years ended June 30, 2018 and 2017 unrestricted investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately $960,000 and $1,039,000 and as non-operating gains of approximately $40,387,000 and 51,056,000, 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, 2018 and 2017, the Health System has committed to contribute approximately $137,219,000 and $119,719,000 to such funds, of which the Health System has contributed approximately $91,942,000 and $81,982,000 and has outstanding commitments of $45,277,000 and $37,737,000, respectively.

5. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Land	$ 38,058	$ 38,058
Land improvements	42,295	37,579
Buildings and improvements	876,537	818,831
Equipment	818,902	766,667
Equipment under capital leases	20,966	20,495
	1,796,758	1,681,630
Less: Accumulated depreciation and amortization	1,200,549	1,101,058
Total depreciable assets, net	596,209	580,572
Construction in progress	11,112	29,403
	$ 607,321	$ 609,975

As of June 30, 2018, construction in progress primarily consists of the building renovations taking place at the birthing pavilion in Lebanon, NH as well as the information systems PeopleSoft project for APD and Cheshire. The estimated cost to complete the birthing pavilion at June 30, 2018 is $200,000 and the estimated cost to complete the PeopleSoft project is $2,775,000.

The construction in progress for the Hospice & Palliative Care building reported as of June 30, 2017 was completed during the second quarter of fiscal year 2018 and APD's medical office building was completed in the fourth quarter of fiscal year 2018.

Depreciation and amortization expense included in operating and non-operating activities was approximately $84,947,000 and $84,711,000 for 2018 and 2017, respectively.

6. 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).

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).

Interest Rate Swaps
The fair value of interest rate swaps, are determined using the present value of the fixed and floating legs of the swaps. Each series of cash flows are discounted by observable market interest rate curves and credit risk. All interest rate swaps held by the Health System were extinguished as part of Series 2018A and Series 2018B bond issuance (Note 9).

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 management 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, 2018 and 2017:

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
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		

(in thousands of dollars)	2017 Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 17,398	$ -	$ -	$ 17,398	Daily	1
U.S. government securities	91,745	-	-	91,745	Daily	1
Domestic corporate debt securities	66,238	55,393	-	121,631	Daily–Monthly	1–15
Global debt securities	28,142	17,518	-	45,660	Daily–Monthly	1–15
Domestic equities	144,618	-	-	144,618	Daily–Monthly	1–10
International equities	29,870	40	-	29,910	Daily–Monthly	1–11
Emerging market equities	1,226	-	-	1,226	Daily–Monthly	1–7
Real estate investment trust	128	-	-	128	Daily–Monthly	1–7
Other	-	30	-	30	Not applicable	Not applicable
Total investments	379,365	72,981	-	452,346		
Deferred compensation plan assets						
Cash and short-term investments	2,633	-	-	2,633		
U.S. government securities	37	-	-	37		
Domestic corporate debt securities	8,802	-	-	8,802		
Global debt securities	1,095	-	-	1,095		
Domestic equities	28,609	-	-	28,609		
International equities	9,595	-	-	9,595		
Emerging market equities	2,706	-	-	2,706		
Real estate	2,112	-	-	2,112		
Multi strategy fund	13,083	-	-	13,083		
Guaranteed contract	-	-	83	83		
Total deferred compensation plan assets	68,672	-	83	68,755	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,244	9,244	Not applicable	Not applicable
Total assets	$ 448,037	$ 72,981	$ 9,327	$ 530,345		
Liabilities						
Interest rate swaps	$ -	$ 20,916	$ -	$ 20,916	Not applicable	Not applicable
Total liabilities	$ -	$ 20,916	$ -	$ 20,916		

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

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

	2017		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,087	$ 80	$ 9,167
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains	157	3	160
Net asset transfer from affiliate	-	-	-
Balances at end of year	$ 9,244	$ 83	$ 9,327

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, 2018 and 2017.

7. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Healthcare services	$ 19,570	$ 32,583
Research	24,732	25,385
Purchase of equipment	3,068	3,080
Charity care	13,667	13,814
Health education	18,429	17,489
Other	2,973	2,566
	$ 82,439	$ 94,917

Permanently restricted net assets consist of the following at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Healthcare services	$ 23,390	$ 22,916
Research	7,821	7,795
Purchase of equipment	6,310	6,274
Charity care	8,883	6,895
Health education	8,784	10,228
Other	206	57
	$ 55,394	$ 54,165

Income earned on permanently restricted net assets is available for these purposes.

8. 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 classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Unrestricted net assets 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. Temporarily restricted net assets 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 temporary restrictions on these funds have been met, the funds are reclassified to unrestricted net assets.

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, 2018 and 2017.

Endowment net asset composition by type of fund consists of the following at June 30, 2018 and 2017:

	2018			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 31,320	$ 46,877	$ 78,197
Board-designated endowment funds	29,506	-	-	29,506
Total endowed net assets	$ 29,506	$ 31,320	$ 46,877	$ 107,703

	2017			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 29,701	$ 45,756	$ 75,457
Board-designated endowment funds	26,389	-	-	26,389
Total endowed net assets	$ 26,389	$ 29,701	$ 45,756	$ 101,846

Changes in endowment net assets for the year ended June 30, 2018:

	2018			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	$ 26,389	$ 29,701	$ 45,756	$ 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	$ 31,320	46,877	$ 107,703
Balances at end of year			46,877	
Beneficial interest in perpetual trust			8,517	
Permanently restricted net assets			$ 55,394	

Changes in endowment net assets for the year ended June 30, 2017:

	2017			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	$ 26,205	$ 25,780	$ 45,402	$ 97,387
Net investment return	283	5,285	2	5,570
Contributions	-	210	300	510
Transfers	-	(26)	22	(4)
Release of appropriated funds	(99)	(1,548)	-	(1,647)
Net asset transfer from affiliates	-	-	30	30
Balances at end of year	$ 26,389	$ 29,701	$ 45,756	$ 101,846

Balances at end of year	45,756
Beneficial interest in perpetual trust	8,409
Permanently restricted net assets	$ 54,165

9. Long-Term Debt

A summary of long-term debt at June 30, 2018 and 2017 is as follows:

(in thousands of dollars)	2018	2017
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2036 (1)	$ 83,355	$ -
Series 2016A, principal maturing in varying annual amounts, through August 2046 (3)	-	24,608
Series 2015A, principal maturing in varying annual amounts, through August 2031 (4)	-	82,975
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	-
Series 2017A, principal maturing in varying annual amounts, through August 2039 (2)	122,435	-
Series 2017B, principal maturing in varying annual amounts, through August 2030 (2)	109,800	-
Series 2016B, principal maturing in varying annual amounts, through August 2046 (3)	10,970	10,970
Series 2014A, principal maturing in varying annual amounts, through August 2022 (6)	26,960	26,960
Series 2014B, principal maturing in varying annual amounts, through August 2033 (6)	14,530	14,530
Series 2012A, principal maturing in varying annual amounts, through August 2031 (7)	-	71,700
Series 2012B, principal maturing in varying annual amounts, through August 2031 (7)	-	39,340
Series 2012, principal maturing in varying annual amounts, through July 2039 (11)	25,955	26,735
Series 2010, principal maturing in varying annual amounts, through August 2040 (9)	-	75,000
Series 2009, principal maturing in varying annual amounts, through August 2038 (10)	-	57,540
Total variable and fixed rate debt	$ 697,107	$ 430,358

A summary of long-term debt at June 30, 2018 and 2017 is as follows (continued):

(in thousands of dollars)	2018	2017
Other		
Revolving Line of Credit, principal maturing through March 2019 (5)	$ -	$ 49,750
Series 2012, principal maturing in varying annual amounts, through July 2025 (8)	-	136,000
Series 2010, principal maturing in varying annual amounts, through August 2040 (12)*	15,498	15,900
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment*	646	811
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*	380	437
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046*	2,697	2,763
Obligations under capital leases	18,965	3,435
Total other debt	38,186	209,096
Total variable and fixed rate debt	697,107	430,358
Total long-term debt	735,293	639,454
Less: Original issue discounts and premiums, net	(26,862)	862
Bond issuance costs, net	5,716	3,832
Current portion	3,464	18,357
	$ 752,975	$ 616,403

*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:

(in thousands of dollars)	2018
2019	$ 3,464
2020	10,495
2021	10,323
2022	10,483
2023	7,579
Thereafter	692,949
	$ 735,293

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 MHMH, DHC, Cheshire, NLH and MAHHC. D-HH is designated as the obligated group agent.

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 non-operating 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. A loss on the extinguishment of debt of approximately $13,636,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. 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 2016A and 2016B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2016A and 2016B in July 2016 through a private placement with a financial institution. The Series 2016A Revenue Bonds were primarily used to refund Series 2013A and Series 2013B and the Series 2016B Revenue Bonds were used to finance 2016 projects. Interest is equal to the sum of .70 times one month LIBOR plus .70 times the spread. The variable rate as of June 30 2017 was 1.48% The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2046. The Series 2016A Revenue Bonds were refunded in February 2018.

(4) Series 2015A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2015A in September 2015 through a private placement with a financial institution. The Series 2015A Revenue Bonds were primarily used to refinance a portion of the Series 2011 Revenue Bonds and to cover cost of issuance. The Series 2015A Revenue Bonds accrue interest variably and mature at various dates through 2031 based on the one-month London Interbank Offered Rate (LIBOR). The Series 2015A Revenue Bonds were refunded in February 2018.

(5) Revolving Line of Credit

The DHOG entered into a Revolving Line of Credit with TD Bank, N.A. (TD Bank). Interest on the TD Bank loan accrues variably and matures at various dates through March 2019. The Revolving Line of Credit was refunded in February 2018.

(6) 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.

(7) Series 2012A and 2012B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2012A and Series 2012B in November 2012. The proceeds from the Series 2012A and 2012B were used to advance refund the Series 2002 Revenue Bonds and to cover cost of issuance. Interest on the 2012A Revenue Bonds is fixed with an interest rate of 2.29% and matures at various dates through 2031. Interest on the Series 2012B Revenue Bonds is fixed with an interest rate of 2.33% and matures at various dates through 2031. The Series 2012A and Series 2012B Revenue Bonds were refunded in December 2017.

(8) Series 2012 Bank Loan

The DHOG issued the Bank of America, N.A. Series 2012 note, in July 2012. The proceeds from the Series 2012 note were used to prefund the D-H defined benefit pension plan. Interest on the Series 2012 note accrues at a fixed rate of 2.47% and matures at various dates through 2025. The Series 2012 Bank Loan was refunded in February 2018.

(9) Series 2010 Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2010, in June 2010. The proceeds from the Series 2010 Revenue Bonds were primarily used to construct a 140,000 square foot ambulatory care facility in Nashua, NH as well as various equipment. Interest on the bonds accrue at a fixed rate of 5.00% and mature at various dates through August 2040. The Series 2010 Revenue Bonds were defeased in December 2017.

(10)Series 2009 Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2009, in August 2009. The proceeds from the Series 2009 Revenue Bonds were primarily used to advance refund the Series 2008 Revenue Bonds. Interest on the Series 2009 Revenue Bonds accrue at varying fixed rates between 5.00% and 6.00% and mature at various dates through August 2038. The Series 2009 Revenue Bonds were defeased in December 2017.

(11)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%). Principal is payable in annual installments ranging from $780,000 to $1,750,000 through July 2039. The Series 2012 Revenue Bonds were refunded in February 2018.

Outstanding joint and several indebtedness of the DHOG at June 30, 2018 and 2017 approximates $697,107,000 and $616,108,000, respectively.

Non Obligated Group Bonds

(12)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. APD may prepay certain of these bonds according to the terms of the loan and trust agreement. The bonds are redeemable at any time by APD at par value plus any accrued interest. The bonds are also subject to optional tender for purchase (as a whole) in November 2020 at par plus accrued interest.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $1,872,000 and $2,008,000 at June 30, 2018 and 2017, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 4). The debt service reserves are mainly comprised of escrowed funds held for future interest payments for the Cheshire debt.

For the years ended June 30, 2018 and 2017 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 $18,822,000 and $19,838,000 and is included in other non-operating losses of $2,793,000 and $3,135,000, 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.

A summary of the Health System's derivative financial instruments is as follows:

- A Fixed Payor Swap designed as a cash flow hedge of the NHHEFA Series 2011 Revenue Bonds. The Swap had an initial notional amount of $91,040,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 4.56% in exchange for the counterparty's payment of 67% of USD-LIBOR-BBA. The Swap's term matches that of the associated bonds. The 2011 interest rate swap was not integrated with the 2011 bonds. When the 2011 bonds were refinanced, the swap became associated with the 2015 bond. The Fixed Payor Swap was terminated in February 2018.

- An Interest Rate Swap to hedge the interest rate risk associated with the NHHEFA Series 2013 Revenue Bonds. The Swap had an initial notional amount of $15,000,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 3.94% in exchange for the counterparty's payment at 67% of USD-LIBOR-BBA. The Swap term matches that of the associated bonds. The Interest Rate Swap was terminated in February, 2018.

- An Interest Rate Swap to hedge the interest rate risk associated with the VEHFBA Series 2010A Revenue Bonds. The Swap had an initial notional amount of $7,244,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 2.41% in exchange for the counterparty's payment of 69% of USD-LIBOR-BBA. The swap was terminated in September 2016, while the bonds will remain outstanding until 2030.

The obligation of the Health System to make payments on its bonds with respect to interest is in no way conditional upon the Health System's receipt of payments from the interest rate swap agreement counterparty.

As of June 30, 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 non-operating loss due to swap termination of $14,247,000 relating to the swap termination. As of June 30, 2017, the fair value of the Health System's interest rate swaps was a liability of $20,916,000. The change in fair value during the years ended June 30, 2018 and 2017 was a decrease of $4,897,000 and $8,002,000, respectively. For the years ended June 30, 2018 and 2017 the Health System recognized a non-operating gain of $145,000 and $124,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

10. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define contribution plans. In addition, certain affiliates 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 or had been approved by the applicable Board of Trustees to be frozen by January 31, 2017.

In December of 2016 the Board of Trustees approved to accelerate the freeze date on the remaining pension plan from December 31, 2017 to January 31, 2017. Effective with that date, the last of the participants earning benefits in any of the Health System's defined benefit plans will no longer earn benefits under the 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, 2018 and 2017:

(in thousands of dollars)	2018	2017
Service cost for benefits earned during the year	$ 150	$ 5,736
Interest cost on projected benefit obligation	47,190	47,316
Expected return on plan assets	(64,561)	(64,169)
Net prior service cost	-	109
Net loss amortization	10,593	20,267
Special/contractural termination benefits	-	119
One-time benefit upon plan freeze acceleration	-	9,519
	$ (6,628)	$ 18,897

The following assumptions were used to determine net periodic pension expense as of June 30, 2018 and 2017:

	2018	2017
Discount rate	4.00 % – 4.30 %	4.20 % – 4.90 %
Rate of increase in compensation	N/A	Age Graded - N/A
Expected long-term rate of return on plan assets	7.50 % – 7.75 %	7.50 % – 7.75 %

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, 2018 and 2017:

(in thousands of dollars)	2018	2017
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,122,615	$ 1,096,619
Service cost	150	5,736
Interest cost	47,190	47,316
Benefits paid	(47,550)	(43,276)
Expenses paid	(172)	(183)
Actuarial (gain) loss	(34,293)	6,884
One-time benefit upon plan freeze acceleration	-	9,519
Benefit obligation at end of year	1,087,940	1,122,615
Change in plan assets		
Fair value of plan assets at beginning of year	878,701	872,320
Actual return on plan assets	33,291	44,763
Benefits paid	(47,550)	(43,276)
Expenses paid	(172)	(183)
Employer contributions	20,713	5,077
Fair value of plan assets at end of year	884,983	878,701
Funded status of the plans	(202,957)	(243,914)
Less: Current portion of liability for pension	(45)	(46)
Long term portion of liability for pension	(202,912)	(243,868)
Liability for pension	$ (202,957)	$ (243,914)

For the years ended June 30, 2018 and 2017 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 unrestricted net assets include approximately $418,971,000 and $429,782,000 of net actuarial loss as of June 30, 2018 and 2017, respectively.

The estimated amounts to be amortized from unrestricted net assets into net periodic pension expense in fiscal year 2019 for net actuarial losses is $10,357,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,087,991,000 and $1,123,010,000 at June 30, 2018 and 2017, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2018 and 2017:

	2018	2017
Discount rate	4.20 % – 4.50 %	4.00 % – 4.30 %
Rate of increase in compensation	N/A	N/A - 0.00 %

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 June 30, 2018 and 2017, it is expected that the LDI strategy will hedge approximately 60% and 55%, respectively, 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 6. 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.

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, 2018 and 2017:

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
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 6	See Note 6
Hedge funds	-	-	44,250	44,250	Quarterly–Annual	60–96
Total investments	$ 369,051	$ 471,659	$ 44,273	$ 884,983		

	2017					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 23	$ 29,792	$ -	$ 29,815	Daily	1
U.S. government securities	7,875	-	-	7,875	Daily–Monthly	1–15
Domestic debt securities	140,498	243,427	-	383,925	Daily–Monthly	1–15
Global debt securities	426	90,389	-	90,815	Daily–Monthly	1–15
Domestic equities	154,597	16,938	-	171,535	Daily–Monthly	1–10
International equities	9,837	93,950	-	103,787	Daily–Monthly	1–11
Emerging market equities	2,141	45,351	-	47,492	Daily–Monthly	1–17
REIT funds	362	2,492	-	2,854	Daily–Monthly	1–17
Private equity funds	-	-	96	96	See Note 6	See Note 6
Hedge funds	-	-	40,507	40,507	Quarterly–Annual	60–96
Total investments	$ 315,759	$ 522,339	$ 40,603	$ 878,701		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2018 and 2017:

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

	2017		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 38,988	$ 255	$ 39,243
Sales	(880)	(132)	(1,012)
Net realized (losses) gains	33	36	69
Net unrealized gains	2,366	(63)	2,303
Balances at end of year	$ 40,507	$ 96	$ 40,603

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2018 and 2017 were approximately $14,743,000 and $7,965,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2018 and 2017.

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, 2018 and 2017.

The weighted average asset allocation for the Health System's Plans at June 30, 2018 and 2017 by asset category is as follows:

	2018	2017
Cash and short-term investments	4 %	3 %
U.S. government securities	5	1
Domestic debt securities	41	44
Global debt securities	9	10
Domestic equities	20	20
International equities	11	12
Emerging market equities	5	5
Hedge funds	5	5
	100 %	100 %

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 $20,480,000 to the Plans in 2019 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)

2019	$ 49,482
2020	51,913
2021	54,249
2022	56,728
2023	59,314
2024 – 2027	329,488

Defined Contribution Plans

The Health System has an employer-sponsored 401(a) plan for certain of its affiliates, 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 $38,563,000 and $33,375,000 in 2018 and 2017, 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 affiliate and plan. No employer contributions were made to any of these plans in 2018 and 2017 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, 2018 and 2017:

(in thousands of dollars)	2018	2017
Service cost	$ 533	$ 448
Interest cost	1,712	2,041
Net prior service income	(5,974)	(5,974)
Net loss amortization	10	689
	$ (3,719)	$ (2,796)

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, 2018 and 2017:

(in thousands of dollars)	2018	2017
Change in benefit obligation		
Benefit obligation at beginning of year	$ 42,277	$ 51,370
Service cost	533	448
Interest cost	1,712	2,041
Benefits paid	(3,174)	(3,211)
Actuarial loss (gain)	1,233	(8,337)
Employer contributions	-	(34)
Benefit obligation at end of year	42,581	42,277
Funded status of the plans	$ (42,581)	$ (42,277)
Current portion of liability for postretirement medical and life benefits	$ (3,266)	$ (3,174)
Long term portion of liability for postretirement medical and life benefits	(39,315)	(39,103)
Liability for postretirement medical and life benefits	$ (42,581)	$ (42,277)

For the years ended June 30, 2018 and 2017 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 unrestricted net assets are as follows:

(in thousands of dollars)	2018	2017
Net prior service income	$ (15,530)	$ (21,504)
Net actuarial loss	3,336	2,054
	$ (12,194)	$ (19,450)

The estimated amounts that will be amortized from unrestricted net assets into net periodic postretirement income in fiscal year 2019 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, 2019 and thereafter:

(in thousands of dollars)	
2019	$ 3,266
2020	3,298
2021	3,309
2022	3,315
2023	3,295
2024-2027	15,156

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 4.50% in 2018 and an assumed healthcare cost trend rate of 6.00%, trending down to 4.75% in 2021 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, 2018 and 2017 by $1,088,000 and $1,067,000 and the net periodic postretirement medical benefit cost for the years then ended by $81,000 and $110,000, 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, 2018 and 2017 by $996,000 and $974,000 and the net periodic postretirement medical benefit cost for the years then ended by $72,000 and $96,000, respectively.

11. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, Cheshire, NLH and MAHHC 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, 2017 VNH 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. D-H 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.

APD are covered for malpractice claims under a modified claims-made policy purchased through New England Alliance for Health (NEAH). While APD remain in the current insurance program under this policy, the coverage year is based on the date the claim is filed; subject to a medical incident arising after the retroactive date (includes prior acts). The policy provides modified claims-made coverage for former insured providers for claims that relate to the employee's period of employment at APD and for services that were provided within the scope of the employee's duties. Therefore, when the employee leaves the corporation, tail coverage is not required.

Selected financial data of HAC and RRG, taken from the latest available audited and unaudited financial statements, respectively at June 30, 2018 and 2017 are summarized as follows:

	2018		
	HAC	**RRG**	**Total**
(in thousands of dollars)	*(audited)*	*(unaudited)*	
Assets	$ 72,753	$ 2,068	$ 74,821
Shareholders' equity	13,620	50	13,670
Net income	-	(751)	(751)

	2017		
	HAC	**RRG**	**Total**
(in thousands of dollars)	*(audited)*	*(unaudited)*	
Assets	$ 76,185	$ 2,055	$ 78,240
Shareholders' equity	13,620	801	14,421
Net income	-	(5)	(5)

12. 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 $14,096,000 and $15,802,000 for the years ended June 30, 2018 and 2017, respectively.

Minimum future lease payments under noncancelable operating leases at June 30, 2018 were as follows:

(in thousands of dollars)

2019	$ 12,393
2020	10,120
2021	8,352
2022	5,175
2023	3,935
Thereafter	10,263
	$ 50,238

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 29, 2019. There was no outstanding balance under the lines of credit as of June 30, 2018 and 2017. Interest expense was approximately $232,000 and $915,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

13. Functional Expenses

Operating expenses of the Health System by function are as follows for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Program services	$ 1,715,760	$ 1,662,413
Management and general	303,527	311,820
Fundraising	2,354	2,328
	$ 2,021,641	$ 1,976,561

14. Subsequent Events

The Health System has assessed the impact of subsequent events through November 7, 2018, 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 July 1, 2018, APD became the sole corporate member of APD LifeCare Center Inc. APD LifeCare Center Inc. 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.

APD and APD LifeCare Center (LifeCare) were jointly liable for their Series 2010 Revenue Bonds; $26,000,000 outstanding as of June 30, 2018. As described in Note 9 to the financial statements, APD's portion was approximately $15,500,000 as of June 30, 2018. LifeCare's outstanding portion of approximately $10,500,000 was appropriately excluded from the consolidated financial statements as LifeCare was not affiliated with any of the members of the Health System as of June 30, 2018. On August 15, 2018, APD joined the DHOG and simultaneously issued NHHEFA Revenue Bonds, Series 2018C. The Series 2018C Revenue Bonds were used primarily to refinance the joint (APD and LifeCare) Series 2010 Revenue Bonds.

Consolidating Supplemental Information – Unaudited

(in thousands of dollars)	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)	516,899
Assets limited as to use	8	616,929	17,438	12,821	10,829	-	658,025	48,099	-	706,124
Notes receivable, related party	554,771	-	-	-	-	(554,771)	-	-	-	-
Other investments for restricted activities	-	87,613	8,591	2,981	6,238	-	105,423	25,473	-	130,896
Property, plant, and equipment, net	36	443,154	66,759	42,438	17,356	-	569,743	37,578	-	607,321
Other assets	24,863	101,078	1,370	5,906	4,280	(10,970)	126,527	3,604	(21,346)	108,785
Total assets	$ 726,276	$ 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										
Unrestricted	23,759	334,882	61,828	32,897	19,812	-	473,178	72,230	(21,306)	524,102
Temporarily restricted	-	54,666	4,964	493	1,540	-	61,663	20,816	(40)	82,439
Permanently restricted	-	32,232	-	4,147	5,860	-	42,239	13,155	-	55,394
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	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025

(in thousands of dollars)	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	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025
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									
Unrestricted	23,759	356,518	65,069	33,383	19,764	21,031	25,884	(21,306)	524,102
Temporarily restricted	-	60,836	19,196	493	1,539	415	-	(40)	82,439
Permanently restricted	-	34,376	10,760	4,147	5,862	219	30	-	55,394
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	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025

(in thousands of dollars)	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	$ 27,328	$ 10,645	$ 7,797	$ 6,662	$ -	$ 52,432	$ 16,066	$ -	$ 68,498
Patient accounts receivable, net	193,733	17,723	8,539	4,659	-	224,654	12,606	-	237,260
Prepaid expenses and other current assets	93,816	6,945	3,650	1,351	(16,585)	89,177	8,034	(8,008)	89,203
Total current assets	314,877	35,313	19,986	12,672	(16,585)	366,263	36,706	(8,008)	394,961
Assets limited as to use	580,254	19,104	11,784	9,058	-	620,200	42,123	-	662,323
Other investments for restricted activities	86,398	4,764	2,833	6,079	-	100,074	24,455	-	124,529
Property, plant, and equipment, net	448,743	64,933	43,264	17,167	-	574,107	35,868	-	609,975
Other assets	89,650	2,543	5,965	4,095	(11,520)	90,733	27,674	(21,287)	97,120
Total assets	$ 1,519,922	$ 126,657	$ 83,832	$ 49,071	$ (28,105)	$ 1,751,377	$ 166,826	$ (29,295)	$ 1,888,908
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ 16,034	$ 780	$ 737	$ 80	$ -	$ 17,631	$ 726	$ -	$ 18,357
Line of credit	-	-	-	550	(550)	-	-	-	
Current portion of liability for pension and other postretirement plan benefits	3,220	-	-	-	-	3,220	-	-	3,220
Accounts payable and accrued expenses	72,362	19,715	5,356	2,854	(16,585)	83,702	13,466	(8,008)	89,160
Accrued compensation and related benefits	99,638	5,428	2,335	3,448	-	110,849	4,062	-	114,911
Estimated third-party settlements	11,322	-	7,265	1,915	-	20,502	6,931	-	27,433
Total current liabilities	202,576	25,923	15,693	8,847	(17,135)	235,904	25,185	(8,008)	253,081
Long-term debt, excluding current portion	545,100	26,185	26,402	10,976	(10,970)	597,693	18,710	-	616,403
Insurance deposits and related liabilities	50,960	-	-	-	-	50,960	-	-	50,960
Interest rate swaps	17,606	-	3,310	-	-	20,916	-	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion	267,409	8,761	-	6,801	-	282,971	-	-	282,971
Other liabilities	77,622	2,636	1,426	-	-	81,684	8,864	-	90,548
Total liabilities	1,161,273	63,505	46,831	26,624	(28,105)	1,270,128	52,759	(8,008)	1,314,879
Commitments and contingencies									
Net assets									
Unrestricted	258,887	58,250	32,504	15,247	-	364,888	81,344	(21,285)	424,947
Temporarily restricted	68,473	4,902	345	1,363	-	75,083	19,836	(2)	94,917
Permanently restricted	31,289	-	4,152	5,837	-	41,278	12,887	-	54,165
Total net assets	358,649	63,152	37,001	22,447	-	481,249	114,067	(21,287)	574,029
Total liabilities and net assets	$ 1,519,922	$ 126,657	$ 83,832	$ 49,071	$ (28,105)	$ 1,751,377	$ 166,826	$ (29,295)	$ 1,888,908

(in thousands of dollars)	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	$ 1,166	$ 27,760	$ 11,601	$ 8,280	$ 6,968	$ 8,129	$ 4,594	$ -	$ 68,498
Patient accounts receivable, net	-	193,733	17,723	8,539	4,681	8,878	3,706	-	237,260
Prepaid expenses and other current assets	3,884	94,305	5,899	3,671	1,340	4,179	518	(24,593)	89,203
Total current assets	5,050	315,798	35,223	20,490	12,989	21,186	8,818	(24,593)	394,961
Assets limited as to use	-	596,904	19,104	11,782	9,889	8,168	16,476	-	662,323
Other investments for restricted activities	6	94,210	21,204	2,833	6,079	197	-	-	124,529
Property, plant, and equipment, net	50	451,418	68,921	43,751	18,935	23,447	3,453	-	609,975
Other assets	23,866	89,819	8,586	5,378	1,812	283	183	(32,807)	97,120
Total assets	$ 28,972	$ 1,548,149	$ 153,038	$ 84,234	$ 49,704	$ 53,281	$ 28,930	$ (57,400)	$ 1,888,908
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 16,034	$ 780	$ 737	$ 137	$ 603	$ 66	$ -	$ 18,357
Line of credit	-	-	-	-	550	-	-	(550)	-
Current portion of liability for pension and other postretirement plan benefits	-	3,220	-	-	-	-	-	-	3,220
Accounts payable and accrued expenses	5,996	72,806	19,718	5,365	2,946	5,048	1,874	(24,593)	89,160
Accrued compensation and related benefits	-	99,638	5,428	2,335	3,480	2,998	1,032	-	114,911
Estimated third-party settlements	6,165	11,322	-	7,265	1,915	766	-	-	27,433
Total current liabilities	12,161	203,020	25,926	15,702	9,028	9,415	2,972	(25,143)	253,081
Long-term debt, excluding current portion	-	545,100	26,185	26,402	11,356	15,633	2,697	(10,970)	616,403
Insurance deposits and related liabilities	-	50,960	-	-	-	-	-	-	50,960
Interest rate swaps	-	17,606	-	3,310	-	-	-	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion	-	267,409	8,761	-	6,801	-	-	-	282,971
Other liabilities	-	77,622	2,531	1,426	-	8,969	-	-	90,548
Total liabilities	12,161	1,161,717	63,403	46,840	27,185	34,017	5,669	(36,113)	1,314,879
Commitments and contingencies									
Net assets									
Unrestricted	16,367	278,695	60,758	32,897	15,319	18,965	23,231	(21,285)	424,947
Temporarily restricted	444	74,304	18,198	345	1,363	265	-	(2)	94,917
Permanently restricted	-	33,433	10,679	4,152	5,837	34	30	-	54,165
Total net assets	16,811	386,432	89,635	37,394	22,519	19,264	23,261	(21,287)	574,029
Total liabilities and net assets	$ 28,972	$ 1,548,149	$ 153,038	$ 84,234	$ 49,704	$ 53,281	$ 28,930	$ (57,400)	$ 1,888,908

(in thousands of dollars)	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
Unrestricted revenue and other support										
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ -	$ 1,804,550	$ 94,545	$ -	$ 1,899,095
Provisions for bad debts	-	31,358	10,967	1,554	1,440	-	45,319	2,048	-	47,367
Net patient service revenue less provisions for bad debts	-	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	11,605	620	52	44	-	12,979	482	-	13,461
Total unrestricted revenue and other support	8,152	1,687,313	209,754	63,153	54,601	(53,424)	1,969,549	100,673	(1,118)	2,069,104
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	17,216	1,627,466	217,599	64,934	52,867	(55,203)	1,924,879	97,556	(794)	2,021,641
Operating (loss) margin	(9,064)	59,847	(7,845)	(1,781)	1,734	1,779	44,670	3,117	(324)	47,463
Non-operating (losses) gains										
Investment (losses) gains	(26)	33,628	1,408	1,151	858	(198)	36,821	3,566	-	40,387
Other, 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 (losses) gains, net	(1,390)	2,873	1,408	2,122	1,124	(1,779)	4,358	4,299	361	9,018
(Deficiency) excess of revenue over expenses	(10,454)	62,720	(6,437)	341	2,858	-	49,028	7,416	37	56,481
Unrestricted net assets										
Net assets released from restrictions (Note 7)	-	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 unrestricted net assets	$ 7,337	$ 75,995	$ 3,578	$ 393	$ 4,565	$ -	$ 91,868	$ 7,308	$ (21)	$ 99,155

(in thousands of dollars)	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
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ 71,458	$ 23,087	$ -	$ 1,899,095
Provisions for bad debts	-	31,358	10,967	1,554	1,440	1,680	368	-	47,367
Net patient service revenue less provisions for bad debts	-	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 unrestricted revenue and other support	8,152	1,691,189	210,450	63,150	55,955	71,578	23,172	(54,542)	2,069,104
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	17,219	1,631,083	218,105	64,784	54,276	69,307	22,864	(55,997)	2,021,641
Operating (loss) margin	(9,067)	60,106	(7,655)	(1,634)	1,679	2,271	308	1,455	47,463
Non-operating (losses) gains									
Investment (losses) gains	(26)	35,177	1,954	1,097	787	203	1,393	(198)	40,387
Other, 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 (losses) gains, net	(1,390)	4,422	1,951	2,068	1,060	(20)	2,345	(1,418)	9,018
(Deficiency) excess of revenue over expenses	(10,457)	64,528	(5,704)	434	2,739	2,251	2,653	37	56,481
Unrestricted net assets									
Net assets released from restrictions (Note 7)	-	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 in unrestricted net assets	$ 7,392	$ 77,823	$ 4,311	$ 486	$ 4,445	$ 2,066	$ 2,653	$ (21)	$ 99,155

(in thousands of dollars)	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
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ 1,447,961	$ 214,265	$ 59,928	$ 48,072	$ (19)	$ 1,770,207	$ 88,985	$ -	$ 1,859,192
Provisions for bad debts	42,963	14,125	2,010	1,705	-	60,803	2,842	-	63,645
Net patient service revenue less provisions for bad debts	1,404,998	200,140	57,918	46,367	(19)	1,709,404	86,143	-	1,795,547
Contracted revenue	88,620	-	-	1,861	(41,771)	48,710	(4,995)	(44)	43,671
Other operating revenue	104,611	3,045	3,839	1,592	(1,148)	111,939	6,418	820	119,177
Net assets released from restrictions	9,550	639	116	61	-	10,366	756	-	11,122
Total unrestricted revenue and other support	1,607,779	203,824	61,873	49,881	(42,938)	1,880,419	88,322	776	1,969,517
Operating expenses									
Salaries	787,644	102,769	30,311	23,549	(21,784)	922,489	42,327	1,536	966,352
Employee benefits	202,178	26,632	7,071	5,523	(5,322)	236,082	8,392	381	244,855
Medical supplies and medications	257,100	30,692	6,143	2,905	(273)	296,567	9,513	-	306,080
Purchased services and other	208,671	28,068	12,795	13,224	(17,325)	245,433	45,331	(959)	289,805
Medicaid enhancement tax	50,118	7,800	2,923	1,620	-	62,461	2,608	-	65,069
Depreciation and amortization	66,067	10,238	3,881	2,138	-	82,324	2,238	-	84,562
Interest	17,352	1,127	819	249	(209)	19,338	500	-	19,838
Total operating expenses	1,589,130	207,326	63,943	49,208	(44,913)	1,864,694	110,909	958	1,976,561
Operating margin (loss)	18,649	(3,502)	(2,070)	673	1,975	15,725	(22,587)	(182)	(7,044)
Non-operating gains (losses)									
Investment gains (losses)	42,484	1,378	1,570	984	(209)	46,207	4,849	-	51,056
Other, net	(3,003)	-	(879)	570	(1,767)	(5,079)	740	186	(4,153)
Contribution revenue from acquisition	-	-	-	-	-	-	20,215	-	20,215
Total non-operating gains (losses), net	39,481	1,378	691	1,554	(1,976)	41,128	25,804	186	67,118
Excess (deficiency) of revenue over expenses	58,130	(2,124)	(1,379)	2,227	(1)	56,853	3,217	4	60,074
Unrestricted net assets									
Net assets released from restrictions (Note 7)	983	-	9	442	-	1,434	405	-	1,839
Change in funded status of pension and other postretirement benefits	(5,297)	4,031	-	(321)	-	(1,587)	-	-	(1,587)
Net assets transferred (from) to affiliates	(18,380)	900	143	986	-	(16,351)	16,351	-	-
Additional paid in capital	-	-	-	-	-	-	6,359	(6,359)	-
Other changes in net assets	-	-	-	(2,286)	-	(2,286)	(1,078)	-	(3,364)
Change in fair value on interest rate swaps	6,418	-	1,337	47	-	7,802	-	-	7,802
Increase in unrestricted net assets	$ 41,854	$ 2,807	$ 110	$ 1,095	$ (1)	$ 45,865	$ 25,254	$ (6,355)	$ 64,764

(in thousands of dollars)	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
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,447,961	$ 214,265	$ 59,928	$ 48,072	$ 65,835	$ 23,150	$ (19)	$ 1,859,192
Provisions for bad debts	-	42,963	14,125	2,010	1,705	2,275	567	-	63,645
Net patient service revenue less provisions for bad debts	-	1,404,998	200,140	57,918	46,367	63,560	22,583	(19)	1,795,547
Contracted revenue	(5,802)	89,427	-	-	1,861	-	-	(41,815)	43,671
Other operating revenue	673	106,775	3,264	3,837	3,038	1,537	381	(328)	119,177
Net assets released from restrictions	-	10,200	639	116	61	106	-	-	11,122
Total unrestricted revenue and other support	(5,129)	1,611,400	204,043	61,871	51,327	65,203	22,964	(42,162)	1,969,517
Operating expenses									
Salaries	1,009	787,644	102,769	30,311	24,273	29,397	11,197	(20,248)	966,352
Employee benefits	293	202,178	26,632	7,071	5,686	5,532	2,404	(4,941)	244,855
Medical supplies and medications	-	257,100	30,692	6,143	2,905	7,760	1,753	(273)	306,080
Purchased services and other	16,021	212,414	29,902	12,653	13,626	16,564	6,907	(18,282)	289,805
Medicaid enhancement tax	-	50,118	7,800	2,923	1,620	2,608	-	-	65,069
Depreciation and amortization	26	66,067	10,396	3,886	2,242	1,532	413	-	84,562
Interest	-	17,352	1,127	819	249	467	33	(209)	19,838
Total operating expenses	17,349	1,592,873	209,318	63,806	50,601	63,860	22,707	(43,953)	1,976,561
Operating (loss) margin	(22,478)	18,527	(5,275)	(1,935)	726	1,343	257	1,791	(7,044)
Non-operating gains (losses)									
Investment (losses) gains	(321)	44,746	2,124	1,516	1,045	439	1,716	(209)	51,056
Other, net	-	(3,003)	-	(879)	581	(161)	888	(1,579)	(4,153)
Contribution revenue from acquisition	20,215	-	-	-	-	-	-	-	20,215
Total non-operating gains, net	19,894	41,743	2,124	637	1,626	278	2,604	(1,788)	67,118
(Deficiency) excess of revenue over expenses	(2,584)	60,270	(3,151)	(1,298)	2,352	1,621	2,861	3	60,074
Unrestricted net assets									
Net assets released from restrictions (Note 7)	-	1,075	-	9	442	158	155	-	1,839
Change in funded status of pension and other postretirement benefits	-	(5,297)	4,031	-	(321)	-	-	-	(1,587)
Net assets transferred (from) to affiliates	(3,864)	(18,380)	900	143	986	-	20,215	-	-
Additional paid in capital	6,359	-	-	-	-	-	-	(6,359)	-
Other changes in net assets	-	-	-	-	(2,286)	(1,078)	-	-	(3,364)
Change in fair value on interest rate swaps	-	6,418	-	1,337	47		-	-	7,802
(Decrease) increase in unrestricted net assets	$ (89)	$ 44,086	$ 1,780	$ 191	$ 1,220	$ 701	$ 23,231	$ (6,356)	$ 64,764

DARTMOUTH-HITCHCOCK (D-H)
DARTMOUTH-HITCHCOCK HEALTH (D-HH)

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Effective: January 1, 2022

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D-HH Trustee
Section Chief, Vascular Surgery; Professor of Surgery and Radiology

Barbara Farnsworth, MS
[redacted]

— Results oriented leader with a passion for building relationships —

Enthusiastic, innovative, and solution-oriented professional who grows organizations by building relationships with clients, internal staff, prospective donors, and community members. Consistent leader who develops strategic initiatives that support an organization's mission and long-term goals. Proven success-solving problems, managing operations, recruiting/training staff, and building stakeholder relationships to develop organizational growth and community partnerships. Compassionate listener, strong negotiator, and accomplished presenter; experience interacting with individuals at all levels of organizations and the community.

Professional Experience

Dartmouth Health, Lebanon, NH 2017-present
Director, Community Health Partnerships
Responsible for strategic direction of community health initiatives including Regional Public Health Network staff and contracts in two regions, community access to COVID vaccinations and linking community partners and health system priorities. Oversees the design, development, implementation and evaluation of community health initiatives including suicide prevention, substance misuse prevention and access to care, and Public Health Emergency Preparedness using best-practice models. Leads multi-agency Community Health Needs Assessment process to assess community needs and oversees distribution of community and clinic participation in Community Health Improvement Plan process. Oversees department budget and resource allocation processes including Request for Proposal development, fund distribution and program monitoring and evaluation.

Manager, Community Health Improvement
Leads Community Health Improvement Team in assessing, developing, and deploying strategies to improve health outcomes of the Dartmouth Hitchcock service area. Manages several programs and budgets including oversight of Regional Public Health Network contracts for Upper Valley and Greater Sullivan County including Emergency Preparedness, Substance Misuse Prevention, Continuum of Care and Drug Free Communities grant.

Subtext Media, White River Junction, VT 2016-2017
Director, Business Development
Digital media company providing solutions as a local resource for Upper Valley content. Developed products, pricing and delivery of marketing solutions for Upper Valley small and medium businesses on local digital platform. Hired and trained business development team members.

Second Growth, Inc., White River Junction, VT 2012–2016
Executive Director
Nonprofit counseling agency supporting youth and young adults with substance abuse concerns. Planned and lead all initiatives including hiring and training staff of eight, financial budgeting and oversight, social media and web maintenance, and development of community profile. Recruited and lead board of directors. Cultivated new donor relationships, wrote grants, and built relationships with school superintendents, state government, and human service professionals to generate referrals and training revenue. Created stable organizational and financial environment with increase in donor relations, fundraising events and networking with community leaders to increase business's visibility.

- Increased revenue for contracted training services by 64% in first six months (services represent 40% of the agency's earned revenue) by putting new systems in place, identifying target market, enhancing marketing efforts, and expanding business relationships.

- Developed new programs and established funding in collaboration with local non-profit partners in response to increase in need for services for parents with opiate addiction.
- Revitalized the agency following the loss of a significant contract and the founder leaving with short notice; overcame budget deficit by negotiating 40% decrease in office space rent, expanding contract work, and increasing fundraising.

HRC (Home Run Connection), Hartland, VT 2002–2004
Business Development Director
Developed relationships with prospective business clients. Recruited and trained new contract professionals to meet client needs and generated additional revenue for HRC.

- Generated a 25% increase in revenue within first year.
- Created, priced, and marketed new services to client members through electronic marketing campaign resulting in 20% increase in membership revenue.

RCC Atlantic, Colchester, VT 1992–2002
Marketing Director (2000–2002)
Handled marketing and public relation functions for wireless phone company; oversaw advertising and promotional activities through print, radio, direct mail, and electronic media resulting in meeting budgeted subscriber revenue goals. Managed $3 million budget; supervised eight department heads.
Project Manager (1998–2000)
Recruited to research and develop new, differentiated products and initiatives to expand market share to younger subscriber demographic. Tracked and managed projects and multiple deadlines with teams of up to 20 cross-functional participants.
Company Trainer (1996–1998)
Trained over 200 regional employees including three sales channels, customer operations, and inventory/purchasing on business processes and new products yielding increased employee knowledge and customer retention.

Education

MS Human Services — Springfield College, St. Johnsbury, VT (2013)
BS Management — Granite State College, Lebanon, NH (1999)

Community/Volunteer Interests
Good Neighbor Health Clinic- trustee (2017-Present)
Everybody Wins! Vermont- board member (2017-2019)
Hartford Community Coalition- board member (2013-Present)
Center for School Success-board member (2017-2020)

Alice R. Ely, MPH

[redacted]

PROFESSIONAL EXPERIENCE

Executive Director
March 2010 to present

Public Health Council of the Upper Valley (PHC), Lebanon, New Hampshire. Responsible for overall management and strategic development for the largest and broadest coalition of advocates on public and population health issues in the greater Upper Valley region. The PHC is a dynamic organization with the flexibility to forge solutions that respond to the needs of its grassroot members with backing from governmental, philanthropic, and health care institutions. As one of the State of New Hampshire's 13 regional health networks, the PHC also serves 22 communities in Vermont. In 2016, Ms. Ely led the rebranding of what had been, since 2001, the Mascoma Valley Health Initiative to highlight the expanding role the PHC is addressing regional public health concerns. Ms. Ely's role includes recruitment and retention of partners; development and implementation of a Community Health Improvement Plan; regular communication among all partners; assessing new opportunities; working with partners to ensure measurement of outcomes; supporting PHC workgroups; and linking to other community efforts.

Program Consultant
October 2009 to February 2012

Sullivan County 2nd Chance Juvenile Mentoring Initiative, New Hampshire. As a part-time consultant working an average of 8 hours weekly, provide program coordination. Duties include: developing Memoranda of Understanding with key contractors, facilitating the collaboration of contractors and other partners; provide fiscal management and budget monitoring; and ensure required reporting to OJJDP.

Chief, Bureau of Prevention Services
July 2004 to March 2007

State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, Concord, NH. Responsible for overall daily administration of the Bureau of Prevention Services. Bureau Sections include Alcohol, Tobacco, and other Drug Prevention; Chronic Disease and Cancer Control; Nutrition and Health Promotion (WIC); and Radiological Health. Duties included: supervising programs and operational staff and monitoring for quality assurance; coordinating interdepartmental initiatives that impact populations served by the Division to achieve improved health status in all areas; overseeing the management of grants and contracts, and financial operations of Bureau budgets; assuring compliance with state and federal regulations and policies; guiding the development of public information campaigns and presenting information to the media; and acting on behalf of the Director of the Division of Public Health Services when working with internal and external groups.

Prevention Administrator
October 2000 to June 2004

State of New Hampshire, Department of Health and Human Services, Division of Alcohol and Drug Abuse Prevention and Recovery, Concord, NH. Responsible for the development and implementation of alcohol and other drug abuse prevention policies and practices to improve statewide availability of high quality, effective programs. Duties included supervision of prevention staff; promoting the development of community-based prevention coalitions and activities; staffing the Prevention Task Force of the Governor's Commission on Alcohol and Other Drug Prevention, Intervention, and Treatment; directing workforce development efforts such as training and prevention certification; collaborating with other state and federal agencies; and preparing reports evaluating alcohol and other drug prevention initiatives.

Program Coordinator
December 1998 to October 2000

NH Teen Institute, Inc., Concord, NH. Managed the NH State Incentive Program, a three-year federal grant awarded to the NH Division of Alcohol and Drug Abuse Prevention and Recovery in 1998. Responsible for all aspects of grant management; specific responsibilities included staffing Advisory Board and Committees; participating in development of a statewide strategic plan for alcohol and other drug abuse prevention; developing and managing a community grants program; monitoring compliance of grant recipients; providing and coordinating technical assistance to grant recipients; and preparing reports. The grant required close collaboration with Division staff, colleagues in the Department of Health and Human Services and other state agencies, and community-based providers and advocates throughout the State.

Program Coordinator
September 1997 to November 1998

Home Healthcare, Hospice and Community Services, Keene, NH. Launched, under a one-year contract, volunteer-based transportation networks in three rural communities. Established community planning groups, hosted public meetings to assess needs and resources; developed promotional materials and media contacts; directed volunteer driver recruitment; and ensured program sustainability.

Consultant
February to March 1998

Grantwriter, New Hampshire Bureau of Substance Abuse Services, Concord, NH. Primary author for the NH State Incentive Program grant proposal submitted to Center for Substance Abuse Prevention. The NH State Incentive Grant provided more than $6 million over three years to establish comprehensive planning and implementation of effective prevention programs. Hired in December 1998 to coordinate grant.

Research Associate
May 1995 to February 1997

Dartmouth Medical School, Department of Community and Family Medicine, Hanover, NH. Coordinated the Pediatric Office-Based Alcohol Intervention Research Project. Assisted with recruitment, training, and support of pediatricians and office staff as they recruited 3,500 families.

Health Promotion Advisor
August 1994 to May 1995

State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, Bureau of Health Promotion, Concord, NH. Coordinated the development, implementation, and evaluation of the statewide tobacco prevention and control program.

EDUCATION

School of Public Health, University of North Carolina, Chapel Hill, NC, 1994, Master of Public Health in Health Behavior and Health Education.

University of Virginia, Charlottesville, VA, 1988, Bachelor of Arts in English Literature.

Alice Ely Recent & Relevant Training

Collective Impact Summit focused on equity work sponsored by the Collective Impact Institute (April 2022)

ANDREA E. SMITH

[redacted]

SUMMARY OF QUALIFICATIONS

A proven leader and academic with over 10 years of experience in the nonprofit/healthcare field seeking the position of Community Health Partnership Coordinator with Dartmouth-Hitchcock Medical Center.

SKILLS AND PROFICIENCIES

Computer Skills:
WebEx/Zoom Platforms, Microsoft Suite, CiviCRM, Google Apps

PROFESSIONAL EXPERIENCE

Community Health Partnership Coordinator March 2020-Present
Dartmouth-Hitchcock Medical Center Lebanon, NH

- Drives the development of one or more community partnerships comprised of an array of health care, municipal, education, community service, business, and law enforcement members.
- Ensures project related assessment of community needs and assets as assigned.
- Coordinates with guidance from senior staff, assessment, capacity development, action planning, implementation, and evaluation of projects by community stakeholders and organizations.
- Supports the implementation of indicators to track progress of regional strategic wellness plans toward goals.
- Provides support and technical assistance to community partners to achieve the goals and objectives for which their organizations are responsible.
- Assists with and independently conducts evaluation to track progress and improve the quality of future work.

Navigator/Corporate Services Liaison November 2018- March 2020
United Helpers Canton, NY

- Served as initial point of contact for community members for a healthcare nonprofit that serves more than 2,000 people per day and assisted with navigating the more than 20 services the agency provides.
- Provided customer relations in dealing with patients, families, physicians, fellow department employees, other departments, referral resources, service agencies and others.
- Planned, coordinated, and executed day-to-day activities specific to marketing, advertising, outreach, and education of the United Helpers continuum of services.
- Represented and coordinated representation for the United Helpers Organization at various health fairs, expositions, functions and other community events.
- Actively managed an extensive database of referral sources via CiviCRM with United Helpers and in the community.

Quality Assurance Assistant September 2016-November 2018
United Helpers Ogdensburg, NY

- Assisted Quality Assurance Coordinator in implementing the agency's overall quality improvement program through auditing and staff trainings.
- Assisted agency with obtaining national Council on Quality and Leadership accreditation.

- Functioned as the agency's primary investigator for internal investigations, reportable incidents, and notable occurrences for incidents involving people with Intellectual Disabilities.
- Trained all new staff on the New York State Office for People with Developmental Disabilities regulations regarding reporting and preventing abuse.

Staff Development Specialist January 2016-September 2016
United Helpers. Ogdensburg, NY

- Planned, directed, monitored, and implemented all staff development programs for the agency in accordance with federal and state regulations as well as agency goals and mission.
- Provided education and support for direct support and other professionals to safely provide support services to program members.

Temporary Social Worker June-August 2015
Canton-Potsdam Hospital Potsdam, NY

- Assisted patients and families with navigating the various services available upon discharge throughout the county.
- Collaborated with local skilled nursing facilities to facilitate transitions for patients from the hospital to short-term rehabilitation centers or long-term skilled nursing facilities.
- Provided crisis intervention for families and patients when necessary, working inter-professionally with Hospitalist Providers to ensure complete care was provided to patients.

Public Administration/Social Work Intern 2014-2015
Rise, Domestic Violence Agency Endicott, NY

- Completed small grant applications and assisted with fund allocation.
- Assisted with data collection projects.
- Co-facilitated a court-mandated domestic violence group, a 16-week evening group for domestic violence survivors and a weekly group at the local domestic violence shelter. Prepared group curriculum.
- Met with clients one-on-one for strengths-based therapy.

Graduate Assistant for the Department of Public Administration 2014-2015
Binghamton University Vestal, NY

- Co-created a Board Development Protocol for the Broome County Arts Council Board of Directors.
- Developed case studies related to "hot topics" in Public Administration and compiled research.
- Created/administered surveys through Survey Monkey.

Graduate Assistant of Interpersonal Violence Prevention Program 2013-2014
Binghamton University Vestal, NY

- Supervised undergraduate interns
- Created and presented educational programming related to interpersonal violence to college students.
- Attended University meetings with varying departments/leadership.

Hartford Partnership Program for Aging Education Fellow Social Work Intern 2012-2013
Rural Health Network of South Central New York Whitney Point, NY

- MSW intern with the Renew Health Program providing case management and home visits to uninsured adults living with a chronic health condition in rural Broome, Tioga, and Delaware counties.

Prevention Educator 2010- 2012
Steuben Council on Addictions Bath, NY

- Provided the public with relevant substance abuse information through community events, advertising, and publicity.
- Visited schools and adult community groups to help participants build knowledge and skills for substance abuse prevention.
- Presented evidence-based and custom workshops on topics including: Life Skills, Bullying Prevention, Self-esteem, etc.
- Actively participated in community task forces interacting with various stakeholders.

VOLUNTEER WORK

Children's Center of the Upper Valley, Board Member (March 2021-Present)
Canton-Potsdam Hospital Guild, Board Member (September 2017-January 2020)
LIFE: Literary is for Everyone, Tutor (July 2017-January 2020)
MPA Graduate Student Organization, Vice President (2 terms)

CERTIFICATIONS/TRAININGS

Youth Mental Health First Aid Instructor (2021-Present)
Connect Suicide Prevention Trainer (2021-Present)
American Heart Association BLS Instructor (2016-2020)
Department of Health Certified Rape Crisis Counselor/Advocate (2011-2012)

EDUCATION

St. Lawrence Leadership Institute — June 2018
SUNY Potsdam — Potsdam, NY

Master of Public Administration — May 2015
Binghamton University — Binghamton, NY

Master of Social Work — May 2015
Binghamton University — Binghamton, NY

Bachelor of Science in Psychology — December 2010
Mansfield University — Mansfield, PA

Andrea Smith Recent & Relevant Trainings

Yellowbelt Continuous Improvement

Virtual/In-Person Facilitation

Substance Abuse Prevention Skills Training (SAPST)

Prevention Ethics Course

Connect Suicide Prevention Facilitator

Youth Mental Health First Aid Facilitator

Harm Reduction

Motivational Interviewing for Prevention Professionals

Sector Engagement in Prevention

New England PTTC Prevention Mentorship Program

Advocating vs. Lobbying

Anna Hullinger

EDUCATION

MASTERS IN PUBLIC HEALTH
SOUTHERN NEW HAMPSHIRE UNIVERSITY
COMPLETION 2022

Major: Masters in Public Health (MPH)
Related coursework: Public Health Biology, Population Based Epidemiology, Biostatistics, Healthcare Informatics, Health Policy and Management.

AIR COMMAND AND STAFF COLLEGE: CORRESPONDENCE
AIR UNIVERSITY
COMPLETION 2019

Related coursework: Leadership and Command, National Security, Warfare Studies, Joint Forces, Joint Planning, Joint Air Operations.

MASTERS OF SCIENCE
SOUTHERN NEW HAMPSHIRE UNIVERSITY
COMPLETION 2015

Major: Justice Studies with a concentration in Terrorism and Homeland Security
Related coursework: Terrorism/Strategic Response, Emergency Management, Strategic Management in Public Service, Planning/Tactics: Homeland Security/WMD, Information Security.

BACHELORS OF SCIENCE
GRANITE STATE COLLEGE
COMPLETION 2013

Major: Criminal Justice
Related coursework: Critical Thinking, Managing Conflict, Law, Research Methods, Communications.

WORK EXPERIENCE

UPPER VALLEY PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR
DARTMOUTH-HITCHCOCK MEDICAL CENTER, LEBANON NH
03/2021 – PRESENT

- Support public health emergency preparedness in the Upper Valley region through community partnerships. Identify and collaborate with community partners about equity, disparities and how public health can assist during non-emergent and emergent situations. Provide direct oversight in clinical operations during health emergencies or major incidents. Includes directing, training and onboarding Medical Reserve Corps personnel, hospital staff and municipalities. Coordinate training, events or exercises as needed with partners and volunteer members. Coordinate seasonal vaccination clinics with community partners both in school and public settings.

FACILITY SECURITY OFFICER/INSIDER THREAT SENIOR OFFICAL
OCEANIT, HONOLULU HI
01/2018 – 10/2018

- FSO/ITSPO for an engineering, aerospace and technology company based in Honolulu, Hawaii. Responsible for physical, personnel and industrial security oversight. Implemented company policy and procedures relating to Defense Security Service (DSS), National Industrial Security Program (NISP). Implemented and updated the emergency preparedness policy and advised in the business continuity

area. Oversight in security clearances and vetting of employees and guests. Created and maintained working relationships with counterintelligence, and federal agencies across the state to include the FBI cybersecurity team. Provided threat briefs and travel warnings for cleared/non-cleared personnel travelling outside of the country.

- Completed the DoD Security Specialist Course, FSO Program Mgmt. for Possessing Facilities, Basic Industrial Security for Government Security Specialist Curriculum, Risk Mgmt. Framework Curriculum, Counterintelligence Awareness Curriculum.

ADJUNCT PROFESSOR
UNIVERSITY OF NEW HAMPSHIRE, DURHAM NH
01/2016 - 05/2016

- Contract adjunct professor teaching social issues at the Thompson School of Applied Sciences. Topics covered throughout the semester were human/civil rights, politics, ethics, religion, violence, and social responsibility. Provided an environment where open discussions could be made and differing point of views could be presented.

SECURITY FORCES
NH AIR NATIONAL GUARD, PEASE NH
08/2007 - 08/2015

- Leads, manages, supervises, and performs security force (SF) activities, including installation, weapon system, and resource security; antiterrorism; law enforcement and investigations; military working dog function; air base defense; armament and equipment; training; pass and registration; information security; and combat arms. In addition, provided support in the Honor Guard, community service, Enlisted Counsel, and training/mentoring new airman. Deployed in support of Operation Enduring Freedom.

TRAINING & COURSES

FEDERAL EMERGENCY MANAGEMENT AGENCY

- IS 100, IS 200, IS 700, IS 800, ICS 300, ICS 400, IS-5A An Introduction to Hazardous Material, IS-3 Radiological Emergency Management, Community Emergency Response Team. FEMA Shelter Operations.

SOUTH CENTRAL PUBLIC HEALTH PARTNERSHIP

- Environmental Public Health Online Course Certificate (48 Hours Total)

STATE OF NEW HAMPSHIRE

- Disaster Behavioral Health Response Team Basic Course (1-Day)
- Crisis Intervention Training (5-Days)

NATIONAL EMERGENCY MEDICAL RESPONDER

- Emergency Medical Responder (60-Hours)

VOLUNTEER WORK

NEW HAMPSHIRE PUBLIC HEALTH ASSOCIATION
VICE-PRESIDENT
2020 - PRESENT

- General and active supervision over the activities and affairs of the Association, subject, however, to the control of the Board. When so acting, shall have all of the powers of, and be subject to all of the restrictions of, the office of the President Presides at all meetings of the Board and the Members and shall take care that all orders and resolutions of the Board and the Members are carried out. Ability to sign, execute, and deliver in the name and on behalf of the Association, all instruments authorized by the Board.

CIVIL AIR PATROL
WING DIVERSITY OFFICER
2019 - PRESENT

- Advise the Wing Commander and staff on the impact on mission effectiveness and recruiting/retention, organizational progress, and actions to promote diversity. Provide strategic

planning and oversight for institutional diversity and inclusion in all areas, including but not limited to programs, personnel, and resources. Work with other members of the Wing Staff to provide strategic communications and public outreach, and to guide recruiting and retention efforts to promote a diverse membership. Assist with developing local partnerships and activities with organizations that share similar missions and attract membership from historically underrepresented populations.

CIVIL AIR PATROL
DIRECTOR OF CADET PROGRAMS
2020 - 2021

- Help local squadrons deliver high-quality squadron programs by training and mentoring local leaders. Visit and interact with national, region and local leadership in helping sponsor cadet programs throughout the year. In addition to supporting squadron cadet programs officer development, additional support is given to financial management including flight budgets, training, and encampment.

CIVIL AIR PATROL
DIRECTOR OF PROFESSIONAL DEVELOPMENT
2012-2017

- Facilitate and instruct regularly scheduled senior member professional development courses throughout the wing. Conduct training in professional development of new members and advise squadrons of onboarding procedures. Coordinate with instructors and subject matter experts in facilitating 12-hour+ courses. Use a mix of classroom, online and hybrid teaching platforms while coordinating with subject matter experts. Mentor and instruct in the areas of professionalism, critical thinking, communication, and organizational skills.

COMMUNITY ORGANIZATIONS & COMMITTEES

TOWN OF DANBURY
BUDGET COMMITTEE

- Vice Chair

VOLUNTEER FIRE DEPARTMENT

- Probationary Member

AMERICAN PUBLIC HEALTH ASSOCIATION
KAISER PERMANENT FELLOWSHIP

- Application reviewer for the KP spring fellowship.

KAISER PERMENENT SCHOLARSHIP

- Application reviewer for graduate scholarships with KP.

AWARDS & DECORATIONS

CIVIL AIR PATROL
2000 - PRESENT

- Gill Robb Wilson Award - Awarded 2020 #3718 - Highest CAP professional development awarded.
- Meritorious Service Award - Awarded 2009 for outstanding achievement or meritorious service rendered specifically on behalf of CAP.

UNITED STATES AIR FORCE
2007 - 2015
MEDALS

- Air Force Achievement Medal, Air Reserve Forces Meritorious Medal w/1 Oaf leaf, National Defense Service Medal, Global War on Terrorism Expeditionary Medal, Global War on Terrorism Service Medal, Nuclear Deterrence Operations Service Medal, Armed Forces Reserve Medal w/Mobilization Award

AWARDS

- Air Force Meritorious Unit Award, Air Force Outstanding Unit Award w/2 Oaf Leafs, Air Force Overseas Ribbon (Short Tour), Air Force Expeditionary Service Ribbon w/Gold Border, Air Force Longevity Service Award, Small Arms Expert Marksmanship Ribbon, NH National Guard Service Ribbon w/1 Oaf Leaf, NH National State Activation Ribbon w/1 Oaf Leaf

Anna Hullinger Recent & Relevant Training:

Mental Health
Disaster Behavioral Response Team Basic Training (8-Hours)
Johns Hopkins Psychological First Aid (6-Hours)
Crisis Intervention Training (5-Day Course)

Emergency Preparedness
Department of Transportation (DOT) HazWaste Manifest Training
Organizations Preparing for Emergency Needs (FEMA)
WMD/Terrorism Awareness for Emergency Responders (8-Hours)

Local Training
Losberger Tent Assembly (Granite State Health Care Coalition)
CDC Introduction to PHEP ORR Reporting and Tracking System Training (3-Hours

Incident Management
eICS Training (Granite State Health Care Coalition)
WebEOC (Department of Safety)
NH Alerts

Basic Life Support
National Emergency Medical Responder (60-Hours In Person)
Basic Life Saver (BLS) – CPR (Pediatric/Adult)

Emergency Management Institute/FEMA/Other:

1. IS 100 Independent Study
2. IS 200 Independent Study
3. IS 700 Independent Study
4. IS 800 Independent Study
5. ICS 300 (3-Day Course)
6. ICS 400 (2-Day Course)
7. Community Emergency Response Team (CERT)
8. IS 00003 Radiological Emergency Management Independent Study
9. IS 00029 Public Information Officer Awareness Independent Study
10. K0419 Shelter Field Guide Training for Local Communities (2-Days)
11. AWR-140 Introduction to Radiological/Nuclear WMD Operations (4-Hours)
12. MGT-418 - Readiness: Training Identification and Preparedness Planning with NCBRT (2-Days)
13. MGT-405 Mobilizing Faith-Based Community Organizations in Preparing for Disaster (1-Day) – Anticipated Completion June 2022

DANIELLE MACKEY

[redacted]

Education

Masters of Public Health

Dartmouth College - Hanover, NH

The Dartmouth Institute for Health Policy & Clinical Practice

Bachelor of Science

University of New England - Biddeford, ME

Major Medical Biology, Minor Nutrition, Minor Health, Medicine and Society

Work History

Young Adult Strategies Coordinator 07/2021 to Current

Dartmouth-Hitchcock Medical Center – Lebanon, NH

- Conducted regional assessments and provided strategy recommendations for providers on mental health and substance misuse within the region's young adult population
- Coordinated and presented Resilience & Thriving trainings, created by the National Wellness Institute, focused on increasing resiliency and positive coping in the young adult population
- Scheduled and managed mental health campaigns to run on local radio stations

Pharmacy Technician 07/2016 to 07/2021

CVS Pharmacy – Derry, NH, Hanover, NH And Biddeford, ME

- Consulted with insurance company representatives to complete claims processing, resolve concerns and reconcile payments while maintaining a high level of customer service
- Communicated with patients to collect information about prescriptions and medical conditions or arrange consultations with pharmacists while maintaining integrity of patient data

Emergency Medical Technician 10/2018 to 07/2020

Kennebunkport EMS – Kennebunkport, ME

- Maintained levelheadedness and efficiency in high-pressure situations, effectively prioritizing tasks to save lives and provide medical care
- Communicated with lucid patients and or bystanders to gather incident and medical history information while maintaining high level of corporation and efficiency with team members

Emergency Medical Technician 02/2018 to 11/2019

Northeast Mobile Health Services – Scarborough, ME

- Communicated with patients about pain, comfort and needs during transportation and preliminary medical care while prepping patients for advanced treatment and care

- Restocked ambulance with proper equipment such as vents, ET tubes, medication and IV pump tubing to maintain optimum inventory

Patient Experience Intern 01/2019 to 05/2019

Maine Medical Center – Portland, ME

- Liaised between medical staff and patient's visitors in order to communicate important medical information while conducting research to support patient education and safety
- Consult and communicate with an interprofessional team of medical professionals in order to develop simplified medication cards for patient use while partnering with various departments

Skills

- Yellow Belt Certified in Continuous Improvement
- Youth Mental Health First AID Certified
- Certified Resilience & Thriving Trainer
- Systematic and Scoping Review research
- Emergency Medical training and CPR training
- Coordination with members on a care team
- Social media expertise
- MS Office suite
- An openness to new ideas
- Complaint resolution

Danielle Mackey Recent & Relevant Trainings

- Yellowbelt certification in Continuous Improvement
- Resilience and Thriving Facilitator Course
- Youth Mental Health First Aid
- Alcohol and COVID-19: Who is Minding the Stores
- What is SPF? An Introduction to SAMHSA'S Strategic Prevention Framework
- Introduction to Substance Abuse Prevention: Understanding the Basics
- Cannabis in the era of Commercialization
- The Strafford County Addiction Task Force & Strafford County Public Health Network

Taralyn Bielaski

[redacted]

EDUCATION

Daemen College
Amherst, NY
Master of Public Health, May 2017

Daemen College
Amherst, NY
Health Care Studies/Complementary and Alternative Health Care Practices
Bachelor of Science, January 2010

WORK EXPERIENCE

Community Health Partnership Coordinator, Dartmouth Health
January 2022- Present

- Drives the development of one or more community partnerships comprised of an array of health care, municipal, education, community service, business, and law enforcement members
- Ensures project related assessment of community needs and assets as assigned
- Coordinates with guidance from senior staff, assessment, capacity development, action planning, implementation, and evaluation of projects by community stakeholders and organizations
- Supports the implementation of indicators to track progress of regional strategic wellness plans toward goals.
- Provides support and technical assistance to community partners to achieve the goals and objectives for which their organization are responsible
- Assists with and independently conducts evaluation to track progress and improve the quality of future work

Greater Sullivan County Public Health Advisory Council Coordinator, New London Hospital/Dartmouth Health
January 2021- Present
*This role is a subcontracted role from Dartmouth Health until January 2022

- Increase capacity in Greater Sullivan County in accordance with the public health priorities set forth in Community Health Improvement Pan for the Greater Sullivan County Public Health Network
- COVID-19 Vaccination Distribution
    - Assist the Emergency Preparedness Coordinator in scheduling and facilitating community clinics
    - Understand the Vaccine Administration Management System (VAMS)
    - Understand the Vaccine & Immunization Network Interface (VINI)
    - Creation and distribution of marketing materials for community pop-up clinics
    - Vaccinator Assistant role at many clinics
    - Technical support at all Greater Sullivan County Clinics
    - Assist the Upper Valley Public Health Network when needed
- Sustain a regional Public Health Advisory Council (PHAC)
- Coordinate and facilitate bi-monthly meeting with community partners to disseminate current public health information, ensuring meeting minutes are available to public upon request
- Coordinate and facilitate bi-monthly meetings with the leadership team
- Disseminate public health information to community partners via different channels, electronic newsletter, direct email, social media
- Maintain the work plan set by the State of New Hampshire and Dartmouth Health Team

Greater Sullivan Strong Lead, New London Hospital/Dartmouth Health
Lead: January 2021- March 2022
*This role is a subcontracted role from Dartmouth-Health as part of the GSCPHN work

- Coordinate and maintain Greater Sullivan Strong, the Emergency Response Coalition for Greater Sullivan County
- Coordinate and facilitate the Funding Steering Committee for the COVID-19 Community Relief Fund
- Disseminate public health information, specifically regarding the COVID-19 virus to the Greater Sullivan County community
- Liaison between the Greater Sullivan County Public Health Network and the Greater Sullivan County communities and partner organizations; representing NLH at community meetings, public forums and events as needed
- Finance Committee Chair: January 2021
- Coordinate and facilitate the Funding Steering Committee for the COVID-19 Community Relief Fund
- Communicate with partners the COVID-19 Community Relief Fund, including availability of funds

- Request & secure additional funds to support the COVID-19 Community Relief Fund

Finance Committee Chair: January 2021- Present

- Facilitate funding steering committee meetings
- Facilitate funds distribution upon approval of request

Communications Chair: April 2021- Present

- Develop and maintain the Greater Sullivan Strong website: www.GreaterSullivanStrong.org

Coalition Member: April 2021- Present

- Assist with the Maintaining Older Adult subcommittee
- Assist with the Food Access subcommittee

Wellness & Population Health Coordinator, New London Hospital
October 2019- January 2022

- Develop and implement the pilot year of a food access program, the Mobile Farm Stand
- Prevent T2 Diabetes Prevention Program Lifestyle Coach and program coordinator
- Assist in the development, implementation and coordination of internal and external Wellness and Population Health initiatives.
- Responsible for the administration of the Employee beBetter Wellness Portal
- Responsible for the higi Health Station marketing, utilization reporting and event planning
- Responsible for tracking and reporting on Advance Care Planning
- Develops, distributes and posts internal marketing materials for employee wellness programming
- Works in collaboration with the marketing and community relations department to develop marketing materials and advertise for external events and programming
- Coordinates and manages community-based wellness and health programming in conjunction with both internal and external presenters and community partners
- Assists with community event planning and coordination such as expos, conferences and fundraisers
- Assists individuals in connecting with the appropriate resources and health programming
- Assists in monitoring and reporting on metrics related to the Community Health Implementation Plan
- Assists in data collection for the annual Community Benefits report and Community Health Needs Assessment
- Assists in the development of the Community Health Improvement Plant for NLH
- Liaison between the hospital and the Lake Sunapee Region communities; representing NLH at community meetings, public forums and events as needed
- Sit on the Dartmouth Health Health Wellness Committee
  - o Assist with the system wide virtual wellness week for 2021

Smoking Cessation Health Educator, Concord Hospital
October 2018- March 2020

- Serves as a member of the team with the overall intent to stay current with community tobacco cessation needs.
- Supports members of the community with smoking cessation efforts using current evidence-based methods: American Lung Association Freedom From Smoking Program.
- Facilitates smoking cessation classes in the Concord, NH region.

Staff Assistant, Concord Hospital, Center for Health Promotion
October 2018- October 2019

- Responsible for all aspects of Center for Health Promotion front desk activities and basic office maintenance to include: greeting clients and visitors both in person and on the phone, class scheduling, registrations, fee collections, room set-up, supply inventory and ordering, data maintenance and educator contracts.
- Serve as the department expert in programs and registration.
- Provide support for the educators: prepare materials, prepare classrooms, develop marketing materials for the classes

Patient Care Coordinator, The Family Health Center, Concord Hospital
April 2018- October 2018

- The primary access point for patients.
- Responsible for a variety of clerical and data management functions in support of: patient registration, referral coordination, phone management.
- Served as the PCC representative for the FHC Communication Committee.

Esthetics Educator, The Salon Professional Academy
May 2011- May 2017

- Educate adult students on the theory portion of esthetics to pass the New York State board examination
- Educate adult students on the practical portion of esthetics to pass the New York State board examination
- Make-up Designory Certified Advanced Educator, Beauty Essentials, Airbrush and Bridal Makeup Courses
- E'Lan Eyelash Extension Educator
- Reception: Schedule appointments, check guests in/out

- Manage inventory: Makeup Designory, Keyano Aromatics, and Dermalogica

Massage Therapist/Esthetician/Spa Coordinator, Excuria Salon and Spa
August 2005- September 2017

- Proficient in the following Massage Techniques: Swedish, deep tissue, aromatherapy, reiki, massage cupping
- Proficient in the following Esthetic Services: facials, waxing, Brazilian waxing, Borboleta eyelash extensions, microdermabrasion and chemical peels
- Retail sales: met and maintained retail goals
- Maintain a strong client base, as a result of providing superior customer service to clients in order to meet their individual body, skin and wellness needs
- Ensure that the Spa is in exceptional condition in order to provide a superior experience for each guest
- Assist co-workers with the preparation of their clients for their services in order to maintain the expected customer service standards of the Spa
- Promote the services of the Spa in order to identify new potential clients

ACADEMIC WORK EXPERIENCE

Assistant Program Coordinator, The DREAMS Project, Rakai Health Science Program
Rakai, Uganda
May 2016- August 2016, Graduate Student Practicum

- Assess and evaluate the implementation of DREAMS project
- HIV prevention/sexual health education
- Youth and adolescent health/empowerment
- Domestic violence prevention with SASA!
- Program development & logistics coordination

HIV/AIDS Clinic, Rakai Health Science Program
Rakai, Uganda
May 2016- August 2016, Graduate Student Practicum

- Created and administered a survey to mothers and staff members
- Analyzed responses and provided data to program director

Assistant Project Coordinator, Community Service Alliance
Dominican Republic
September 2007- January 2008, Undergraduate academic service learning

- Assisted in the development and implementation of HIV prevention and sexual health program for youth facilitators
- Train and supervise youth facilitators on program implementation

Additional Education/Certificate Programs

National Diabetes Prevention Lifestyle Coach
Solera Health, Virtual Class
April 2021
Tobacco Treatment Specialist Training
Roswell Park Cancer Institute, Buffalo NY
January 2020
Real Balance Wellness Coach
Maine Health, Maine
March 2018

COMMUNITY SERVICE

LoveFest Committee Member (2015), Massage-A-Thon, Car Cruise (Town Boys & Girls Club), Locks of Love, Ride for Roswell, Starry Night, Gotta Kiss Cancer Goodbye, WNYHeroes

Taralyn Bielaski Recent & Relevant Training:

2007: Survey of Statistics

2008: Intro to Epidemiology
- Health Promotion and Education
- Medical Ethics

2009: Community Health Education and Disease Prevention

2015: Public Health Biostatistics
- Public Health Nutrition
- Public Health Policy, Administration & Management

2016: Research methods in Health Promotion
- Community Health Education- Implementation and Evaluation of programs
- Community Health: Advocacy/Consult

2017: Community Health Education

2020: An Educator's Guide to Teaching over Zoom
- Six Elements of Effective Coalition Series

2021: VINI training
- Enhancing Virtual Facilitation and Teaching
- VAMS training
- Facilitating Successful Hybrid Meetings
- New England Public Health Conference

2022: YellowBelt Certification
- Juvare Training
- WebEOC Training
- Project Management WorkGroup, the 4DX of Discipline
- New Futures, Advocacy Essentials
- GSHCC Conference

DERYN SMITH

[redacted] [redacted]

EDUCATION

Bachelor of Science in Business Administration, University of New Hampshire — Graduated May, 2018
Peter T. Paul College of Business and Economics- Concentration in Management
Minors in Health Management and Policy, and Public Health

Masters of Public Health, Southern New Hampshire University — Graduated January, 2022

EXPERIENCE

Dartmouth Hitchcock Medical Center Substance Misuse Prevention Coordinator — Present

- Promotes evidence based approaches to programs, policies, and services to ensure accurate and effective prevention initiatives are being used towards youth substance misuse prevention initiatives.
- Works with local coalitions, community partners, and other prevention staff to collaborate on initiatives that execute the goals of the substance misuse prevention annual workplan.
- Conducting stakeholder interviews to ensure that substance misuse prevention is an ongoing conversation within the community, and that we are adequately assessing the specific needs of the community.
- Continuously works on increasing knowledge about prevention education, professional development skills, and relationship building skills to ensure the improvement of my expertise in the public health field.

American Cancer Society *Senior Development Manager* — July 2018- June 2021

- Executed a portfolio of community-based events, with accountability for significant income targets, as well as event-related mission and advocacy activities.
- Managed programs and initiatives within communities to improve overall population health, provide cancer prevention education and training, and coached volunteers to take action towards their communities health.
- Built relationships with internal and external stakeholders to assure mutually beneficial partnerships to increase philanthropy, event participation, community engagement, and exposure.
- Worked with community partners to implement public health initiatives, and connect them to the ACS mission.

Lamprey Healthcare Program Assistant — October 2016- July 2018

- Planned health education programs in support of Southern NH AHEC activities.
- Coordinated post conference support activities including evaluations, certificates, and continuing education.
- Provided programming support to the Seacoast Public Health Network on substance misuse, prevention, and treatment initiatives.
- Updated documents required for Department of Education Licensing.
- Assisted in organizing, editing, and submitting a state funded grant about climate change.

American Lung Association Administrative Intern — October 2016- May 2018

- Acted as a liaison with businesses across New England to promote events, and recruit cyclists and volunteers.
- Engaged in event promotion activities and developed a donor base for the organization.
- Conducted event planning with the development team.

Campus Recreation Event Supervisor Coordinator, Lifeguard, Swim Instructor — Jan 2015- May 2018

- Trained and managed Event Supervisors and lifeguards, facilitated large pool events, and maintained facility.
- Taught children of all ages how to swim, gain confidence, and try new things.

SKILLS

- Excellent business etiquette, time management, organization, patience, prioritization, dependability, networking, and communication skills.
- Working as a team, but also acting as a leader when the opportunity arises.
- Microsoft Office, Social Media, Sales Force.
- Participated in the NHPHA Rising Stars Mentorship Program, and the PTTC Mentor Program

Deryn Smith Recent & Relevant Training:

Ethics in Prevention Foundations: A Guide for Substance Abuse Prevention Practitioners
Empowerment Through Involvement: Putting Sectors to Work
Community Resiliency
How Evaluation Drives Results
Conducting Focus Groups: Sharpening the Community Picture
Drug-Impaired Driving: Science, Policy and Practice
Marijuana 101: Potency, Policy & Pitfalls
Substance Use Prevention Strategies in Schools During a Pandemic
Substance Use Prevention and Mental Health Promotion – Coalitions Working at the Intersect
Authentic Youth Engagement: Beyond Adultism and Tokenism
Effects of Opioid Use on the Human Brain
Human Trafficking Training for SUD Professionals
NH Listens: Basic Facilitator Training
Pathways and Perspectives on Stimulant Uses Recovery
Public Health and Safety Teams (PHAST) Webinar:
Understanding the Connection
A Dialogue about Poverty in America
Suicide Among Hispanics in the US
Facilitating Successful Hybrid Meetings (CHTI)
Suicide in Later Life Panel Discussion
Substance Abuse Prevention Skills Training
Building Trust for Decision Making
Marketing to Teens During a Pandemic
Alcohol and COVID-19: Who is Minding the Stores?
Research Into Action: Working With Schools to Prevent Youth Substance Use
Meeting the Moment
Yellowbelt Training
Prevention CoP: Recovering Together Café
Marijuana Prevention Plus Wellness
New Futures Advocacy Trainings
Community Wide Prevention Programming: The Role if Law Enforcement
Youth Lifestyle Behaviors & Mental Health
Cultural Responsiveness, Anti-Racism, and Equity (CARE) Best Practices in School Mental Health - Screening
Cannabis in the Era of Commercialization
Vaping Unveiled
CADCA Academy

LAUREN E. CHAMBERS

[redacted] [redacted]

EDUCATION

Boston University School of Public Health **January 2013**
Masters in Public Health

University of New Hampshire **May 2011**
Bachelor of Science in Nutrition & Wellness, Minor in Public Health

EXPERIENCE

Certified Prevention Specialist **February 2022**

Community Health Partnership Coordinator **July 2020 - Present**
Dartmouth Health, Population Health

- Coordinates multi-stakeholder community partnerships to plan and implement community health initiatives specific to the continuum of care for substance use disorder (SUD) for two large Regional Public Health Networks.
- Convenes community partners to assess assets & gaps in regional care systems, improve coordination of care between providers, plan and develop new or enhanced approaches supporting SUD prevention, intervention, harm reduction, treatment, and recovery.
- Develops strategic plans and lead capacity building strategies across 28 towns and all 12 community sectors.
- Provides technical and administrative support to community partners to achieve their SUD related goals and objectives.

Regional Opioid Abuse Prevention Coordinator **Oct 2016 - June 2020**
City of Medford, Mystic Valley Public Health Coalition

- Responsible for daily operation of regional coalition consisting of seven cities and towns, and representing those communities on task forces, committees, and in meetings.
- Serve as a resource and support for evidence-based substance use prevention and harm reduction practices.
- Apply the Strategic Prevention Framework to assess community needs, build capacity, create and implement strategic plans, and conduct process and outcome evaluations.
- Engage and collaborate with diverse stakeholders to make impactful policy and practice change to reduce negative health outcomes.
- Create, design, and disseminate materials, guides, and toolkits.
- Develop and manage annual grant budget, including internal financial processes.
- Collect, analyze, and maintain datasets, and prepare presentations and reports as needed.
- Plan and facilitate meetings, trainings, and regional events.
- Complete quarterly reports to Dept. of Public Health on grant deliverables.
- Maintain coalition website and social media.
- Contribute to grant writing and editing.
- Supervise volunteers and interns.

Coalition Coordinator **Feb 2013—Oct 2016**
Melrose Substance Abuse Prevention Coalition

- Managed and implemented strategies for multiple federal and state awarded grants.
- Facilitated school faculty/staff trainings on youth substance use trends, evidence-based prevention strategies, and resources available.
- Oversaw coalition's annual grant budget.
- Facilitated monthly coalition meetings of 15-20 members.
- Represented the coalition in local and regional substance use prevention efforts.
- Analyzed and disseminated local youth risk behavior survey data to schools and community.
- Assisted in design and implementation of various school and community-wide initiatives.
- Researched and wrote for state and federal grant opportunities.
- Completed quarterly online grant progress reporting.
- Attended local and national trainings to stay current on trends, policies, and best practices in substance abuse prevention.

Administrative Assistant *(interim)* **Oct 2012—Jan 2013**
Women's Health Unit, Boston University/Boston Medical Center

- Coordinated schedule and travel logistics for Director of high volume women's health research center.
- Supervised reimbursement process in accordance with multiple protocols.
- Prioritized time to support grant and collaborator projects while responding to phone and email inquiries.
- Created and updated Biosketch's, CV's, other documents and forms.

Volunteer **Sept 2012—Jan 2013**
bWell Center, Boston Medical Center Department of Pediatrics

- Engaged parents from underserved populations to provide wellness and health promotion materials and answer questions that help improve their child's health.
- Acted as liaison between parents and several hospital and community-based support services to coordinate resources and provide referrals.
- Improved morale by conducting hourly educational and physical activities with children to help them remain positive during long clinic visits.

Masters in Public Health Internship **May—Aug 2012**
Start Strong Initiative, Boston Public Health Commission

- Collaborated as part of a team to plan, organize, and facilitate summer enrichment programing for twenty high school Start Strong peer leaders.
- Developed outreach materials and events targeting Boston youth on healthy relationships and dating violence prevention.
- Developed and facilitated curriculum module used nationally at Youth Virtual Conference.
- Co-planned, organized, and facilitated third annual "Break Up Summit" attended by over 150 teens from 15 community organizations.

OTHER SKILLS

- Substance Abuse Prevention Skills Training
- Microsoft Office, WordPress, SurveyMonkey, Piktochart, social networks
- Experience working for local government and non-profit organizations
- Experience in multiple customer service oriented roles
- Grant writing & editing

Lauren Chambers Recent & Relevant Trainings

Masters in Public Health (2013)

Concentration in Social and Behavioral Sciences

Certified Prevention Specialist (2/2022)

Ethics in Prevention: A Guide for Substance Abuse Prevention Practitioners (9/25/2020)

Introduction of Substance Abuse Prevention (3/26/207)

Substance Abuse Prevention Skills Training (SAPST) (3/28 – 3/31/2017)

Mental Health First Aid (3/16/2020)

A Pragmatic Approach to Evaluating Prevention Efforts and Communicating Findings (3/14/2019)

Connect Suicide Prevention – Facilitator training

Cultural Competence to Reduce Behavioral Health Disparities (6/6/2017)

Strategic Planning and Project Oversight (6/5/2018)

Advanced Prevention: Assessment, Capacity Building, Planning, and Evaluation (6/6/2018)

Neurobiology of Addiction (6/9/2016)

Essential Facilitation (3/21 – 3/23/2017)

Resilience & Thriving Facilitator Course (8/20/2021)

STEPHEN BELMONT

[redacted]

My career objectives include providing the highest quality customer service for those I serve, managing and leading in the field and improving protocols, processes and quality standards with regards to public health. My personal interests include leadership in both operational and nonoperational tasks. My passion is to help those in need, in whatever way I can. I am highly energetic and motivated to succeed.

EXPERIENCE

DECEMBER 2020- PRESENT
PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR- GREATER SULLIVAN COUNTY, DARTMOUTH HITCHCOCK MEDICAL CENTER
COORDINATE, STAFF AND OVERSEE COVID-19 VACCINATION AND FLU VACCINATION CLINICS IN THE COMMUNITY. UPDATE COMMUNITY PARTNERS ON VARIOUS HEALTH RELATED ISSUES IN THE REGION AND STATE. PROVIDE WRITTEN AS WELL AS VERBAL REPORTS TO MANAGER. CREATE AND EXECUTE YEARLY WORK PLAN. OVERSEE, COORDINATE AND TRAIN COUNTY MEDICAL RESEVRE CORP MEMBERS.

JULY 2018- DECEMBER 2020
PARAMEDIC-ADMINISTRATOR, SOUTH ROYALTON RESCUE SQUAD
RESPOND TO 911 MEDICAL EMERGENCIES. REVIEW APPLICANTS, SCHEDULE AND CONDUCT INTERVIEWS, HIRE STAFF TO FILL AGENCY STAFFING NEEDS. OVERSEE DAILY AGENCY OPERATIONS. MANAGE AGENCY OF TWENTY PARAMEDICS, ADVANCED EMTS AND EMTS. FORMUALTE AND OPERATE WITHIN YEARLY BUDGET. EDIT OR ADD TO AGENCY HAND BOOK AND SUGGESTED OPPERATING PROCEDURES. CREATE AND DELIVER MONTHLY TRAININGS. PERFORM CQI/CQA OF ALL REPORTS. RESPOND TO INQUIRIES FROM GENERAL PUBLIC. OPERATE AS SCENE COMMAND WHILE ON MEDICAL SCENES. ENSURE THAT AMBULANCE IS PROPERLY STAFFED AT ALL TIMES. PERFORM DAILY AMBULANCE CHECKS AND STATION DUTIES. SCHEUDLE AMBULANCE MAINTENCE. ATTEND AND GIVE REPORT DURING MONTHLY BOARD MEETINGS. ATTEND QUARTLY DISTRICT MEETINGS. PARTICIPATE IN FUNDRAISING ACTIVITIES.

APRIL 2015 – DECEMBER 2018
PARAMEDIC - CAPTAIN, TOWN OF LANCASTER, FIRE DEPT.
RESPOND TO 911 MEDICAL EMERGENCIES. PROVIDE ALS CARE DURING PARAMEDIC INTERFACILITY TRANSPORTS. PREFORM AND OVERSEE DAILY AMBULANCE CHECKS AND STATION DUTIES. STAFF SUPERVISORS PHONE, RESPONDING TO HOSPITAL REQUESTS FOR TRANSFERS. STAFF TRANSFERS WITH APPROPRIATE LEVEL CARE PROVIDERS.

APRIL 2015 – JULY 2018
PARAMEDIC – INFECTION CONTROL OFFICER, 45TH PARALLEL EMS
RESPOND TO 911 MEDICAL EMERGENCIES. PROVIDE ALS CARE DURING PARAMEDIC INTERFACILITY TRANSPORTS. PERFORM DAILY AMBULANCE CHECKS AND STATION DUTEIS.

INFECTION CONTROL OFFICER. EDUCATOR/EDUCATION COMMITTEE MEMBER. SAFETY COMMITTEE MEMBER. PIFT REVIEW BOARD.

JANUARY 2015 – APRIL 2015

PARAMEDIC – SHIFT SUPERVISOR, AMERIACN AMBULANCE

RESPOND TO 911 MEDICAL EMERGENCIES. PROVIDE PARAMEDIC INTERFACILITY TRANSPORTS. PERFORM AND OVERSEE DAILY AMBULANCE CHECKS AND STATION DUTIES. HELP ESTABLISH AND MAINTAIN CAAS STANDARDS. PERFORM REGULAR RADIO CHECKS AND MAINTENCE.

EDUCATION

01/2018

CRITICAL CARE TRANSPORT REVIEW, DISTANCE CME

LIVE ONLINE COURSE PREPARING STUDENTS TO SIT FOR CRITICAL CARE TRANSPORT EXAMS. COURSE CONSISTED OF THIRTY CLASSES DIVIDED INTO TWO HOUR BLOCKS WITH TESTING.

01/2015

CERTIFICATE IN PARAMEDICINE, NEW ENGLAND EMS INSTITUTE

18 MONTH COURSE CONSISTING OF BOTH THEORY AND CLINICAL HOURS AND CONCLUDING WITH NATIONAL TESTING AND CERTIFICATION. MAINTAINED GREATER THAN 94 AVERAGE.

05/2011

BACHELOR OF ARTS IN CRIMINAL JUSTICE, SAINT ANSELM COLLEGE

FOUR YEAR LIBERAL ARTS DEGREE INCLUDING A SIX-MONTH INTERNSHIP WITH THE MASSACHUSETTS STATE POLICE – ARSON INVESTIGATION UNIT.

SKILLS

- Well-spoken and well written
- Attention to detail and follow through
- Interpersonal and relationship-building skills
- Technology/ Basic Computer skills
- Problem solving
- Communication

ACTIVITIES

I am passionate about providing, training and modeling exceptional public service to all coworkers, employees and the local communities. I provide leadership as the Administrator of South Royalton Rescue Squad and enjoy working closely with administration for oversight of recruitment, orientation, training and supervision of all employees. I enjoy participating in and overseeing day to day operations and being involved with strategic planning. As co-training officer and direct educator, I demonstrate a good grasp of knowledge and principles in my field. I am able to provide informative and accurate feedback and updates to ensure organizational growth and cohesiveness. I am known for my excellent communication and people skills, as well as my warm and friendly professional attitude.

Stephen Belmont Recent & Relevant Training:

- FEMA Incident Command Systems (ICS)
  - ICS 100
  - ICS 200
  - ICS 700
  - ICS 800

- Advanced Cardiac Life Support Certification (ACLS
- Pediatric Advanced Life Support Certification (PALS)
- Basic Life Support for Health Care Providers
- October 2019 VT EMS District 8 MCI Training for EMS providers –Coordinator
- July 2020 MCI training for Town of South Royalton- facilitated by Two Rivers- Ottauquechee Regional Commission
- 2021 New England Public Health Conference- hosted by Saint Anselm College
- 2022 GSHCC Public Health Conference
- Paramedic Certificate Program
  - Patient Assessment
  - Scene assessment and safety
  - Incident Command
  - Communications
- American Red Cross Shelter Operations
- WebEOC training – Hosted by State of NH
- eICS training – Hosted by GSHCC
- 2019 Unified Command Class Hosted by Vermont Emergency Management
- 2019 Vermont Alert Manager Training
- 2019 How to Communicate with Tact, Professionalism and Diplomacy – seminar
- Yellowbelt Continuous Improvement Certification

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract (SFY2023)	Amount Paid from this Contract (SFY2023)
Barbara Farnsworth	Director, Community Health Partnerships	N/A	0%	$0
Anna Hullinger	Public Health Emergency Preparedness Coordinator – Upper Valley	$66,200	100%	$66,200
Andrea Smith	Substance Misuse Prevention Coordinator – Upper Valley	$56,752	90%	$51,077
Lauren Chambers	Continuum of Care Coordinator – Upper Valley & Greater Sullivan County	$56,666	100%	$56,666
Danielle Mackey	Overdose Prevention Coordinator	$50,000	25%	$12,500
Stephen Belmont	Public Health Emergency Preparedness Coordinator – Greater Sullivan County	$63,051	100%	$63,051
Taralyn Bielaski	Public Health Advisory Council Coordinator – Greater Sullivan County	$56,666	15%	$8,500
Deryn Smith	Substance Misuse Prevention Coordinator – Greater Sullivan County	$54,611	100%	$54,611
Alice Ely**	Public Health Advisory Council Lead – Upper Valley	$67,743	16%	$10,839

[**] Not a DH employee; Alice Ely is the Executive Director of the Public Health Council of the Upper Valley, engaged in this contract via a subcontract.

FORM NUMBER P-37 (version 12/11/2019)

Subject: Regional Public Health Network Services (RFA-2023-DPHS-02-REGIO-07)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mid-State Health Center		1.4 Contractor Address 101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	
1.5 Contractor Phone Number (603) 536-4000	1.6 Account Number See Attached	1.7 Completion Date 6/30/2024	1.8 Price Limitation $817,436
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Robert MacLeod 0CA86BE8985A490...	Date: 6/3/2022	1.12 Name and Title of Contractor Signatory Robert MacLeod CEO	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 846FB28F69FD4C8...	Date: 6/8/2022	1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484944146B...		On: 6/8/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS PM
Date 6/3/2022

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 PM (DS)
Date 6/3/2022

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 PM

Date 6/3/2022

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials PM (DS)
Date 6/3/2022

Regional Public Health Network Account Numbers

05-95-90-901010-8011

05-95-90-903510-1114

05-95-92-920510-3380

05-95-90-902510-5178

05-95-90-902510-1956

05-95-90-903510-1113

05-95-90-902510-2495

05-95-92-920510-1981

05-95-92-920510-7040

05-95-90-901010-5771

Contractor Initials OS PM

Date 6/3/2022

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall serve as a lead organization to host Regional Public Health Network (RPHN) services to deliver a broad range of public health services within the Central NH region, for the following programs within the Department of Health and Human Services (Department), Division of Public Health Services:

1.1.1. Substance Misuse Prevention.

1.1.2. Continuum of Care Facilitation.

1.1.3. Overdose Prevention Response.

1.1.4. Health Disparities Community Health Worker.

1.1.5. Public Health Advisory Council.

1.1.6. Public Health Emergency Preparedness.

1.1.7. School Based Vaccination Clinics.

1.2. The Contractor shall ensure that NH communities within this public health region are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services which include, but are not limited to:

1.2.1. Sustaining a regional Public Health Advisory Council (PHAC).

1.2.2. Overseeing RPHN staff to ensure they meet the core competencies of Public Health professionals.

1.2.3. Facilitating the implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), ranging from population-level strategies to targeted interventions aimed at high-risk individuals.

1.2.4. Planning for, and responding to, public health incidents and emergencies.

1.2.5. Contract administration and leadership.

Public Health services include:

1.2.6. Substance Misuse Prevention

1.2.6.1. The Contractor shall provide leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services. The Contractor shall:

1.2.6.1.1. Implement the strategic prevention model, in accordance with the Substance Abuse and

Mental Health Services Administration (SAMHSA) Strategic Prevention Framework that includes assessment, capacity development, planning, implementation, and evaluation.

1.2.6.1.2. Utilize a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. Regional data driven primary prevention approaches must be consistent with the Center for Substance Abuse Prevention (CSAP) categories but do not need to include all CSAP categories.

1.2.6.1.3. Support and advance the implementation of evidenced-informed approaches, programs, policies, and services within the RPHN region through community engagement and mobilization.

1.2.6.1.4. Advance, promote, and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.

1.2.6.1.5. Comply with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

1.2.6.1.6. Ensure substance misuse prevention is represented at PHAC meetings, and with a bi-directional exchange of information, to advance efforts of substance misuse prevention initiatives.

1.2.6.1.7. Assist as directed by the Department's Bureau of Drug and Alcohol Services (BDAS), with the Federal Block Grant Comprehensive Synar activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.

1.2.6.1.8. Ensure Substance Misuse Prevention Coordination and CoC Facilitation will:

1.2.6.1.8.1. Guided by the SPF and Assets and Gaps Analysis, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year strategic plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.

1.2.6.1.8.2. Develop annual work plans for Department approval that guides actions and includes outcome-based performance measures and in alignment with the three (3) year strategic plan. Based on changing and emerging local conditions adapt work plans as necessary with approval by the Department.

1.2.6.1.8.3. Report progress with the work plan and three (3) year strategic plan including outcomes in a Department approved database.

1.2.6.1.8.4. Maintain a substance misuse leadership team consisting of regional representatives with a special expertise in substance misuse prevention, early

intervention, treatment and recovery who can help guide and assist with awareness and advance substance misuse efforts in the region.

1.2.6.1.8.5. Produce and disseminate an annual report that demonstrates successes, challenges, outcomes from the previous year and projected goals for the following year.

1.2.6.1.8.6. Participate in RPHN Substance Misuse meetings as directed by BDAS.

1.2.7. Continuum of Care (CoC) Facilitation

1.2.7.1. The Contractor shall provide leadership and/or support for activities that assist in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor shall:

1.2.7.1.1. Engage regional partners in conducting a regional asset and gap analysis; and ongoing update of regional assets and gaps. The Contractor shall ensure regional partners include, but are not limited to:

1.2.7.1.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.

1.2.7.1.1.2. Primary health care providers.

1.2.7.1.1.3. Behavioral health care providers.

1.2.7.1.1.4. Other interested and/or affected parties.

1.2.7.1.2. Facilitate and/or provide support for initiatives that result in:

1.2.7.1.2.1. Increased, awareness of and access to services.

1.2.7.1.2.2. Increased communication and collaboration among providers.

1.2.7.1.2.3. Increased capacity and delivery of services.

1.2.7.1.2.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.

1.2.7.1.2.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorway.

1.2.7.1.2.6. Work with statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:

1.2.7.1.2.6.1. Health service providers.

1.2.7.1.2.6.2. Public and charter schools and institutes of higher education.

1.2.7.1.2.6.3. Police and fire stations.

1.2.7.1.2.6.4. Municipal government buildings.

1.2.7.1.2.6.5. Businesses in every community of the region.

1.2.7.1.3. Engage regional stakeholders to assist with information dissemination.

1.2.8. Overdose Prevention Response

1.2.8.1. The Contractor shall conduct a three (3) year initiative to

disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RHPN. The Department shall provide guidance

1.2.8.1.1. Conduct a needs assessment to inform response efforts that include, but is not limited to:

1.2.8.1.1.1. Gathering existing regional and local level data related to alcohol and other drug overdoses.

1.2.8.1.1.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.

1.2.8.1.1.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include, but are not limited to:

1.2.8.1.1.3.1. Doorways

1.2.8.1.1.3.2. Recovery care organizations

1.2.8.1.1.3.3. Treatment providers

1.2.8.1.1.3.4. Law enforcement

1.2.8.1.1.3.5. Hospitals

1.2.8.1.1.4. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care, and distribute and disseminate resources.

1.2.8.1.2. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination

of prevention overdose materials and products.

1.2.8.2. The Contractor shall participate in Department trainings and meetings, as requested.

1.2.9. Health Disparities Community Health Worker

1.2.9.1. The Contractor shall provide a health disparities Community Health Worker (CHW) to support culturally and linguistically appropriate COVID-19 and other Social Determinants of Health (SDOH) related services.

1.2.9.2. The Contractor shall submit CHW-related documentation to the Department within 30 days of Agreement effective date, which shall include, but is not limited to:

1.2.9.2.1. Staff recruitment plan.

1.2.9.2.2. Training procedures.

1.2.9.2.3. Onboarding plan.

1.2.9.3. The Contractor shall ensure the CHW provides COVID-19 support services, including, but not limited to:

1.2.9.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.

1.2.9.3.2. Assisting with contact tracing, when required.

1.2.9.3.3. Cultural mediation among individuals, communities, and health and social service systems.

1.2.9.3.4. Culturally appropriate health education and information.

1.2.9.3.5. Care coordination, case management, and system navigation.

1.2.9.3.6. Coaching and social support by advocating for individuals and communities.

1.2.9.3.7. Direct services to clients with COVID-19 and their family or household members affected by COVID-19, which include, but are not limited to facilitating:

1.2.9.3.7.1. Access to COVID-19 testing within five (5) days of encounter.

between the CHW and the client.

1.2.9.3.7.2. Access to the influenza vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.7.3. Access to the COVID-19 vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.

1.2.9.3.9. Providing and distributing educational information about COVID-19 vaccinations and general Department guidance for individual mitigation.

1.2.9.4. The Contractor shall ensure the CHW provides SDOH related services, which include, but are not limited to:

1.2.9.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:

1.2.9.4.1.1. Providing appropriate care coordination, case management, and connections to patient and family identified community and social services and referrals.

1.2.9.4.1.2. Assisting with maintaining and/or applying for social services within their community.

1.2.9.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.

1.2.9.4.1.4. Assisting vulnerable populations with navigating the healthcare system.

1.2.9.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.

1.2.9.4.1.6. Providing culturally appropriate health education on topics related to COVID-19, chronic disease prevention, physical activity, and nutrition.

1.2.9.4.1.7. Providing informal counseling, health screenings, and referrals.

1.2.9.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that include, but are not limited to:

1.2.9.4.1.8.1. Food insecurity supports.

1.2.9.4.1.8.2. Mental health supports.

1.2.9.4.1.8.3. Health care referrals.

1.2.9.4.1.8.4. Substance use disorder supports.

1.2.9.4.1.8.5. Educational supports and services.

1.2.9.4.1.8.6. Financial literacy.

1.2.9.4.1.8.7. Budgeting supports.

1.2.9.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.

1.2.9.4.1.8.9. Social Isolation supports.

1.2.9.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing services that include, but are not limited to:

1.2.9.4.2.1. Educating healthcare providers and stakeholders about community health needs.

1.2.9.4.2.2. Managing care and care transitions for vulnerable populations.

1.2.9.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.

1.2.9.4.2.4. Collecting data and relaying information to stakeholders to inform programs and policies.

1.2.9.4.2.5. Building community capacity to address health issues.

1.2.9.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.

1.2.9.4.3. Completing data tracking system forms to document the care coordination and case management of the patient and family.

1.2.9.5. The Contractor shall ensure the CHW documents encounters within the Contractor's data tracking system, upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The CHW shall obtain the following data, which includes but is not limited to:

1.2.9.5.1. Race.

1.2.9.5.2. Ethnicity.

1.2.9.5.3. Language.

1.2.9.5.4. Household income.

1.2.9.5.5. Marital status.

1.2.9.5.6. Age of parents.

1.2.9.5.7. Sexual orientation and/or gender identity.

1.2.9.5.8. Street address.

1.2.9.5.9. Town.

1.2.9.5.10. County.

1.2.9.5.11. Zip Code.

1.2.9.5.12. State.

1.2.9.5.13. Number of incarcerated parents (if applicable).

1.2.9.5.14. Phone number and/or email address.

1.2.9.5.15. Status of receiving benefits, if applicable, including, but not limited to:

1.2.9.5.15.1. Supplemental Nutrition Assistance Program (SNAP).

1.2.9.5.15.2. Child Care.

1.2.9.5.15.3. Medicaid.

1.2.9.5.15.4. Social Security.

1.2.9.5.15.5. Temporary Assistance for Needy Families (TANF).

1.2.9.5.15.6. Women, Infants, and Children (WIC) program.

1.2.9.6. The Contractor shall ensure the CHW participates in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.

1.2.9.7. The Contractor shall ensure the CHW participates in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.

1.2.10. Public Health Advisory Council

1.2.10.1. The Contractor shall coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

1.2.10.1.1. Maintain a set of operating guidelines or by-laws for the PHAC;

1.2.10.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team, with the authority to:

1.2.10.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

1.2.10.1.2.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.

1.2.10.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

1.2.10.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

1.2.10.1.2.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.

1.2.10.1.2.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.

1.2.10.1.3. Conduct, at minimum, biannual meetings of the PHAC.

1.2.10.1.4. Ensure the PHAC leadership team meets at least quarterly in order to:

1.2.10.1.4.1. Ensure meeting minutes are available to the public upon request.

1.2.10.1.4.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

1.2.10.1.5. Develop annual action plans for the services in this RFA, as advised by the PHAC.

1.2.10.1.6. Coordinate with the Department to collect, analyze, and disseminate data relative to the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

1.2.10.1.7. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of Substance Misuse Primary prevention coordination (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complimentary and shared public health outcomes.

1.2.10.1.8. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

1.2.10.1.9. Publish an annual report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community

1.2.10.1.10. Maintain a website that provides information to the public and agency partners, which includes but is not limited to, information on the PHAC, CHIP, SMPC, CoC facilitation, and PHEP programs.

1.2.10.1.11. Advance the work of RPHNs by conducting a minimum of four (4) educational and training programs annually to RPHN partners and others.

1.2.10.1.12. Educate partners and stakeholder groups, including elected officials, on the PHAC

1.2.10.1.13. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.2.11. Public Health Emergency Preparedness

1.2.11.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity for partner organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. The Contractor shall:

1.2.11.1.1. Ensure all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions.

1.2.11.1.2. Coordinate and convene, at minimum, quarterly regional PHEP planning committee and/or workgroup to:

1.2.11.1.2.1. Improve regional emergency response plans.

1.2.11.1.2.2. Improve the capacity for partner entities to mitigate, prepare for, respond to and recover from public health emergencies.

1.2.11.1.2.3. Convene, at minimum, quarterly meetings of the regional PHEP committee and/or workgroup.

1.2.11.1.2.4. Ensure and document committee and/or workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA), annually.

1.2.11.1.3. Maintain a three (3) year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by the CDC.

1.2.11.1.4. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

1.2.11.1.5. Submit an annual work plan based on a template provided by the Department.

1.2.11.1.6. Sponsor, and organize the logistics for, a minimum of two (2) trainings annually for regional partners.

1.2.11.1.7. Collaborate with the Department's Division of Public Health Services (DPHS), the Community Health Institute, NH Fire Academy, Granite State Health Care Coalition, and other training providers to implement training programs.

1.2.11.1.8. Revise the RPHEA based on guidance from the Department. The Contractor shall:

1.2.11.1.8.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by the Department.

1.2.11.1.8.2. Develop new appendices based on priorities identified by the Department using templates provided by the Department.

1.2.11.1.8.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

1.2.11.1.8.4. Participate in workgroups to develop or revise components of the RPHEA convened by the Department or the agency contracted to provide training and technical assistance to RPHNs.

1.2.11.1.9. Understand the hazards and social conditions that increase vulnerability within the public

health region including, but not limited to, SDOH factors. The Contractor shall:

1.2.11.1.9.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

1.2.11.1.9.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

1.2.11.1.10. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning for and response to a public health incident or emergency.

1.2.11.1.11. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

1.2.11.1.12. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

1.2.11.1.13. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

1.2.11.1.14. Maintain the capacity to utilize Web Based Emergency Operations Center (WebEOC), the State's emergency management platform, during incidents or emergencies.

1.2.11.1.15. Provide training as needed to individuals to participate in emergency management using WebEOC.

1.2.11.1.16. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

1.2.11.1.17. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

1.2.11.1.18. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the Department's SNS Coordinator to identify appropriate actions and priorities that include, but are not limited to:

1.2.11.1.18.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans.

1.2.11.1.18.2. Annual submission of either ORR or self-assessment documentation.

1.2.11.1.18.3. ORR site visit as scheduled by the CDC and the Department.

1.2.11.1.18.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

1.2.11.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:

1.2.11.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.

1.2.11.1.19.2. Uploading, at least annually, a complete inventory to a Health

Information Management System (HIMS) identified by the Department.

1.2.11.1.20. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector. The Contractor shall:

1.2.11.1.20.1. Maintain proficiency in the volunteer management system supported by the Department.

1.2.11.1.20.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.

1.2.11.1.20.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

1.2.11.1.20.4. Conduct quarterly notification drills of volunteers.

1.2.11.1.21. Participate, as requested by the Department, in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

1.2.11.1.22. Participate, as requested by the Department, in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

1.2.11.1.23. Plan and implement targeted vaccination clinics, as requested by the Department, ensuring clinics take place at locations where individuals at-risk for vaccine preventable

disease can be accessed, according to guidance issued by the Department.

1.2.12. Public Health Emergency Preparedness: COVID-19 Response

1.2.12.1. Emergency Operations

1.2.12.1.1. The Contractor shall enact emergency operations across the RPHN for COVID-19 efforts by:

1.2.12.1.1.1. Activating the region's Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.

1.2.12.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.

1.2.12.1.1.3. Assessing the region's public health and healthcare system training needs.

1.2.12.1.1.4. Providing training designed to improve the region's public health and healthcare system response.

1.2.12.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2.12.2. Responder Safety and Health

1.2.12.2.1. The Contractor shall ensure the health and safety of the public health response in the RPHN, including but not limited to:

1.2.12.2.1.1. Implementing staff resiliency programs, information, and referrals to responder mental health support.

1.2.12.2.1.2. Determining responder safety and health gaps and implementing corrective actions.

1.2.12.2.1.3. Documenting and tracking the RPHN's personal protective equipment inventory.

1.2.12.3. Identification of Vulnerable Populations

1.2.12.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.

1.2.12.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.

1.2.12.4. Information Sharing and Public Information

1.2.12.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public, including, but not limited to:

1.2.12.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.2.12.4.1.2. Monitoring local news stories and social media postings to determine if information is accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.2.12.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders, to harmonize response messaging.

1.2.12.5. Distribution and Use of Medical Materials

1.2.12.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.2.12.5.1.1. Maintaining ability for vaccine-specific Cold Chain management.

1.2.12.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.2.12.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.2.12.5.1.4. Planning and prioritizing limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.2.12.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.2.12.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.2.12.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with all policies and procedures put forth by the Department.

1.2.12.5.3. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the CDC's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIS) or another system as designated by the Department to input

vaccine data. The Contractor agrees to the following terms regarding the use of loaned assets:

1.2.12.5.3.1. As applicable and subject to the terms and conditions of this Agreement, the Department may provide the user with assets. This is a non-transferable right for the user to use the assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An asset inventory reflecting the deployed assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.

1.2.12.5.3.2. As applicable, the Contractor agrees to use and operate the assets only in conjunction with the appropriate business use, as determined by the Department, unless otherwise agreed upon by mutual written consent.

1.2.12.5.3.3. As applicable, the Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install, and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining

security standards including but not limited to antivirus software, patching and software updates.

1.2.12.5.3.4. As applicable, the Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support may be provided by the Department's Immunization Program.

1.2.12.5.3.5. As applicable, the Contractor understands and agrees that the Department retains ownership of the loaned assets, and further agrees to return the assets to the Department in good working condition when no longer needed for the identified business need or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.2.12.5.3.6. As applicable, prior to returning laptop, iPads, and/or other mobile or storage devices to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST

Special Publication 800-88 Rev.1, or later for guidelines at https://csrc.nist.gov/publications/sp800.

1.2.12.6. Surge Staffing

1.2.12.6.1. The Contractor shall activate mechanisms for surging public health responder staff.

1.2.12.6.2. The Contractor shall recruit, enroll, activate, train, and deploy volunteers, including but not limited to:

1.2.12.6.2.1. Medical Reserve Corps (MRC).

1.2.12.6.2.2. Citizens Emergency Response Teams (CERT).

1.2.12.6.2.3. Public Health Coordination with Healthcare Systems.

1.2.12.6.3. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.

1.2.12.6.4. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s) and/or at the Department's direction.

1.2.12.7. Biosurveillance

1.2.12.7.1. The Contractor shall conduct surveillance and case identification, as needed and as requested by the Department, including, but not limited to:

1.2.12.7.1.1. Public health epidemiological investigation activities such as contact follow-up.

1.2.12.7.1.2. Assessing risk of travelers and other persons with potential COVID-19 exposures.

1.2.12.7.1.3. Enhancing surveillance systems to provide case-based and aggregate epidemiological data.

1.2.12.7.1.4. Ensuring data management systems are in place and meet the needs of the jurisdiction.

1.2.12.7.1.5. Ensuring efficient and timely data collection.

1.2.12.7.1.6. Ensuring ability to rapidly exchange data with public health partners and other relevant partners.

1.2.12.8. Vaccine Preventable Disease Prevention

1.2.12.8.1. The Contractor shall coordinate with local community-based agencies for the administration of vaccines supplied by the New Hampshire Immunization Program (NHIP) to New Hampshire residents as directed by the Department. The Contractor shall:

1.2.12.8.1.1. Make copies of standing orders, emergency interventions/protocols and instructions on Vaccine Adverse Event Reporting System (VAERS) reporting available at all clinics.

1.2.12.8.1.2. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

1.2.12.8.1.3. Procure necessary supplies to conduct vaccine clinics, including, but not limited to, emergency management medications, equipment, and needles.

1.2.12.8.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:

1.2.12.8.2.1. Annually submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP to ensure that all listed requirements are met.

1.2.12.8.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.12.8.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator; and hourly when the vaccine is stored outside of the primary refrigerator unit.

1.2.12.8.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.12.8.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.12.8.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.

1.2.12.8.2.7. Track each vaccine dose provided by NHIP.

1.2.12.8.2.8. Perform the following actions if a temperature excursion or adverse event occurs:

1.2.12.8.2.8.1. Immediately quarantine

	the vaccine in a temperature appropriate setting, separating it from other vaccines and labeling it "DO NOT USE".
1.2.12.8.2.8.2.	Immediately contact the manufacturer to explain the event duration and temperature information to determine if the vaccine is still viable.
1.2.12.8.2.8.3.	Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion by contacting the NHIP and faxing incident forms.
1.2.12.8.2.8.4.	Submit a Cold Chain Incident Report along with a Data Logger report

to NHIP within 24 hours of temperature excursion occurrence.

1.2.12.8.3. Within 24 hours of the completion of every clinic:

1.2.12.8.3.1. Update the State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.12.8.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

1.2.12.8.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.12.8.3.4. Submit the following totals to NHIP outside of the vaccine ordering system:

1.2.12.8.3.4.1. Total number of individuals vaccinated by age ranges, vaccine formulation and other demographic indicators as determined by the Department.

1.2.12.8.3.4.2. Total number of vaccines wasted.

1.2.12.8.3.5. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:

1.2.12.8.3.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.12.8.3.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.12.8.3.5.3. Future strategies and plans for increasing the number of vaccinated individuals.

1.2.12.8.3.5.4. Suggestions on how state level resources may aid increasing the number

of vaccinated individuals

1.2.12.8.3.6. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional vaccine promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.

1.2.12.9. COVID-19 Vaccinations

1.2.12.9.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or "target populations"), including, but not limited to:

1.2.12.9.1.1. Racial minority populations.

1.2.12.9.1.2. Ethnic minority populations.

1.2.12.9.1.3. Individuals experiencing homelessness.

1.2.12.9.1.4. Individuals experiencing housing instability.

1.2.12.9.1.5. Rural communities.

1.2.12.9.2. The Contractor may assist the Department and/or partners in planning and conducting mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with policies.

1.2.12.9.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach, and partnerships in the target populations. The Contractor shall:

1.2.12.9.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19

vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:

1.2.12.9.3.2. Federally Qualified Health Centers.

1.2.12.9.3.3. Community Mental Health Centers.

1.2.12.9.3.4. Community-based Organizations.

1.2.12.9.3.5. City Health Departments.

1.2.12.9.3.6. Faith-based Organizations.

1.2.12.9.3.7. Local barbers and hairdressers.

1.2.12.9.3.8. Community Colleges.

1.2.12.9.3.9. Schools.

1.2.12.9.4. Conduct outreach to populations including, but not limited to, those who:

1.2.12.9.4.1. Experience disproportionately high rates of COVID-19 and related deaths.

1.2.12.9.4.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the CDC.

1.2.12.9.4.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.

1.2.12.9.4.4. Are likely to have low acceptance of, or confidence in, COVID-19 vaccines.

1.2.12.9.4.5. Have a history of mistrust in health authorities or the medical establishment.

1.2.12.9.4.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

1.2.12.9.5. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

1.2.12.9.6. Conduct outreach to assess individuals' readiness to receive a vaccination.

1.2.12.9.7. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.

1.2.12.9.8. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.

1.2.12.9.9. Participate in meetings with the Department, as requested by the Department.

1.2.12.9.10. Attend NHIP trainings.

1.2.12.9.11. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.

1.2.12.9.12. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.

1.2.12.10. The Contractor shall procure resources, equipment, and/or supplies as needed to establish and operate vaccine clinics, which shall include, but not be limited to:

1.2.12.10.1. Coordinating, operating, and managing clinics.

1.2.12.10.2. Procuring communication devices and services, which may include, but are not limited to:

1.2.12.10.2.1. Two-way radios.

1.2.12.10.2.2. Cell phones.

1.2.12.10.2.3. Wi-Fi.

1.2.12.10.2.4. Computers.

1.2.12.10.3. Procuring disposable supplies, which may include, but are not limited to:

1.2.12.10.3.1. Generator fuel.

1.2.12.10.3.2. Propane.

1.2.12.10.3.3. Oil.

1.2.12.10.3.4. Batteries.

1.2.12.10.4. Procuring clinical supplies, which may include, but are not limited to:

1.2.12.10.4.1. Syringes.

1.2.12.10.4.2. Needles

1.2.12.10.4.3. Alcohol wipes.

1.2.12.10.4.4. Band aids.

1.2.12.10.4.5. Stickers.

1.2.12.10.5. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.

1.2.12.10.6. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.

1.2.12.10.7. Recruiting, training, and scheduling vaccine clinic staff to provide services which include, but are not limited to:

1.2.12.10.7.1. Administering vaccines.

1.2.12.10.7.2. Participating in training, as requested.

1.2.12.10.7.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.

1.2.12.10.8. Reimbursing mileage costs for vaccine clinic staff, Contractor's staff, and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

1.2.13. School-Based Vaccination Clinics

1.2.13.1. The Contractor may provide organizational structure to administer school-based clinics (SBC) to provide vaccination against SARS-CoV-2 and Influenza. The Contractor shall:

1.2.13.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

1.2.13.1.2. Ensure that SBC services are offered with priority to schools identified by the NHIP as having the highest percentage of students eligible for free/reduced school lunch program.

1.2.13.1.3. Distribute state-supplied promotional vaccination materials.

1.2.13.1.4. Distribute, obtain, verify, and store written consent forms from legal guardians prior to administration of vaccines, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other state and federal regulations.

1.2.13.1.5. Document, verify, and store written or electronic record of vaccine administration in compliance with HIPAA and other state and federal regulations.

1.2.13.1.6. Provide written communication of vaccination status, indicating either completed or not completed, to the parent and/or legal guardian upon the day of vaccination.

1.2.13.1.7. Provide vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the parent and/or legal guardian requests that the information ~~not~~ be

shared, in which case the information may be given to the parent and/or guardian to distribute to the primary care providers. The Contractor shall ensure information includes:

1.2.13.1.7.1. Patient full name and one other unique patient identifier;

1.2.13.1.7.2. Vaccine name;

1.2.13.1.7.3. Vaccine manufacturer;

1.2.13.1.7.4. Lot number;

1.2.13.1.7.5. Date of vaccine expiration;

1.2.13.1.7.6. Date of vaccine administration;

1.2.13.1.7.7. Date Vaccine Information Sheet (VIS) was given;

1.2.13.1.7.8. Edition date of the VIS given;

1.2.13.1.7.9. Name and address of entity that administered the vaccine (Contractor's name); and

1.2.13.1.7.10. Full name and title of the individual who administered the vaccine.

1.2.13.1.8. Adhere to current federal guidelines for vaccine administration, including but not limited to disseminating a VIS, in order that the legal authority, legal guardian, and/or parent is provided access to the information on the day of vaccination.

1.2.13.1.9. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers, and patients.

1.2.13.1.10. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and

total number of students absent with influenza-like illness for in-session school days.

1.2.13.1.11. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

1.2.13.2. The Contractor shall safely administer vaccine supplied by NHIP. The Contractor shall:

1.2.13.2.1. Ensure copies of standing orders, emergency interventions, and/or protocols are available at all clinics.

1.2.13.2.2. Recruit, train, and retain qualified medical and non-medical volunteers to assist with operating the clinics.

1.2.13.2.3. Procure necessary supplies to conduct school vaccine clinics, including but not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, and non-latex bandages.

1.2.13.3. The Contractor shall ensure proper vaccine storage, handling and management, and shall:

1.2.13.3.1. Submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering vaccination (other than COVID-19), immunoglobulin or other pharmaceuticals supplied by the NHIP.

1.2.13.3.2. Submit a signed COVID-19 Vaccination Provider Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering COVID-19 vaccination.

1.2.13.3.3. Ensure the SBC coordinator completes the NHIP vaccination training annually.

1.2.13.3.4. Retain a copy of SBC coordinator training certificates on file.

1.2.13.3.5.	Utilize NHIP training materials or other educational materials, as approved by the Department prior to use, for annual training of SBC staff on vaccine administration, ordering, storage and handling.
1.2.13.3.6.	Retain a copy of all training materials on site for reference during SBCs.
1.2.13.3.7.	Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.
1.2.13.3.8.	Record temperatures twice daily, AM and PM, during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.
1.2.13.3.9.	Ensure that an emergency backup plan is in place in case of primary refrigerator failure.
1.2.13.3.10.	Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.
1.2.13.3.11.	Account for every dose of vaccine.
1.2.13.3.12.	Submit a monthly temperature log for the vaccine storage refrigerator.
1.2.13.3.13.	Notify NHIP and fax or secure email incident forms of any adverse event within 24 hours of event occurring.
1.2.13.3.14.	In the event of a vaccine temperature excursion where the stored vaccine experiences temperatures outside of the manufacturer's recommended temperatures, the Contractor shall immediately quarantine the vaccine in an appropriate temperature setting, separating it from other vaccine, and label it "DO NOT USE."

1.2.13.3.15. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

1.2.13.3.16. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

1.2.13.3.17. Submit a Cold Chain Incident Report with a Data Logger Report to NHIP within 24 hours of the temperature excursion occurrence.

1.2.13.4. The Contractor shall perform tasks within 24 hours of the completion of every clinic which include, but are not limited to:

1.2.13.4.1. Updating State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.13.4.2. Ensuring doses administered and entered in the inventory system match the clinical documentation of doses administered.

1.2.13.4.3. Submitting the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.13.4.4. Submitting totals to the NHIP outside of the vaccine ordering system that include the total number of:

1.2.13.4.4.1. Individuals vaccinated by age group and vaccine formulation/lot number

1.2.13.4.4.2. Vaccines wasted by vaccine formulation/lot number.

1.2.13.4.5. Completing an annual year-end self-evaluation and improvement plan for areas which include, but are not limited to:

1.2.13.4.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.13.4.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.13.4.5.3. Discussions relative to strategies that worked well for increasing both the number of clinics conducted at schools and the number of students vaccinated.

1.2.13.4.5.4. Discussions relative to future strategies and plans for increasing individuals vaccinated, including suggestions on how state-level resources may aid in the effort.

1.2.14. Training and Technical Assistance Requirements

1.2.14.1. The Contractor shall participate in training and technical assistance as follows:

1.2.14.1.1. Public Health Advisory Council

1.2.14.1.1.1. Attend semi-annual meetings of PHAC leadership convened by Department's DPHS and/or BDAS.

1.2.14.1.1.2. Complete a technical assistance needs assessment.

1.2.14.1.2. Public Health Emergency Preparedness

1.2.14.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM

		ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).
	1.2.14.1.2.2.	Complete a technical assistance needs assessment.
	1.2.14.1.2.3.	Attend a minimum of two (2) trainings per year offered by Department's DPHS and/or EPRR or the agency contracted by the Department's DPHS to provide training programs.
1.2.14.1.3.	Substance Misuse Prevention Coordination and Continuum of Care Facilitation	
	1.2.14.1.3.1.	Attend community of practice meetings and/or activities.
	1.2.14.1.3.2.	Work with designated BDAS technical assistance and data and/or evaluation vendors to develop metrics and measures to evaluate outcomes and use the appropriate measures and tools to demonstrate outcomes.
	1.2.14.1.3.3.	Attend all regularly scheduled RPHN substance misuse meetings.
	1.2.14.1.3.4.	Attend additional meetings, conference calls and webinars as

required by the Department.

1.2.14.1.3.5. SMPC lead staff shall be credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board.

1.2.14.1.3.6. SMPC lead staff must attend required training, Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.

1.2.14.1.3.7. CoC facilitation lead staff must be familiar with the SPF and RROSC systems development within NH.

1.2.14.1.4. School-Based Clinics

1.2.14.1.4.1. Staffing of clinics requires an on-site clinical oversight and direction is provided at each vaccination clinic by a currently licensed clinical staff person with a Basic Life Support (BSL) certification. This requirement does not replace other requirements for Medical Direction that can be provided remotely.

1.2.14.1.4.2. Clinical license, or copy from the NH online license verification showing the license type, expiration and status, and current BLS certificate shall be retained in the training file.

1.3. Reporting

1.3.1. The Contractor shall participate in site visits, which includes but is not limited to:

1.3.1.1. Participating in an annual site visit conducted by the Department's DPHS and/or BDAS that includes all funded staff, the contract administrator and financial manager.

1.3.1.2. Participating in site visits and technical assistance specific to a single scope of work.

1.3.1.3. Submitting other information that may be required by federal and state funders during the contract period.

1.3.2. The Contractor shall provide reports for the PHAC that include, but are not limited to, submitting quarterly PHAC progress reports using an online system administered by the Department's DPHS.

1.3.3. The Contractor shall provide reports for SMP that include, but are not limited to:

1.3.3.1. Submitting quarterly SMP Leadership Team meeting agendas and minutes.

1.3.3.2. Ensuring three (3) year plans are current and posted to RPHN website, and that any revisions to plans are approved by the Department's BDAS.

1.3.3.3. Submitting annual work plans and annual logic models with short-, intermediate-, and long-term measures.

1.3.3.4. Inputting data on a monthly basis by the 20th business day of the month to an online database per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures Federal Block Grant. The Contractor shall ensure data includes but is not limited to:

1.3.3.4.1. Number of individuals served or reached.

1.3.3.4.2. Demographics.

1.3.3.4.3. Strategies and activities per IOM by the six (6) activity types.

1.3.3.4.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.

1.3.3.4.5. Percentage of evidence-based strategies.

1.3.3.5. Submitting annual reports.

1.3.3.6. Providing additional reports or data as required by the Department.

1.3.3.7. Participating and administering the Regional SMP Stakeholder Survey in alternate years.

1.3.4. The Contractor shall provide Reports for Continuum of Care that include, but are not limited to:

1.3.4.1. Submitting updates on regional assets and gaps assessments, as required.

1.3.4.2. Submitting updates on regional CoC development plans, as indicated.

1.3.4.3. Submitting quarterly reports, as indicated.

1.3.4.4. Submitting year-end reports, as indicated.

1.3.5. The Contractor shall complete a monthly report supplied by the Department that includes, but is not limited to:

1.3.5.1. Type and number of activities conducted.

1.3.5.2. Type and number of Naloxone and Naloxone kits distributed including where, and to whom.

1.3.5.3. Demographics of individuals served including:

1.3.5.3.1. Age

1.3.5.3.2. Gender

1.3.5.3.3. Race

1.3.5.3.4. Ethnicity

1.3.5.3.5. Housing status

1.3.5.4. Inventory of Naloxone and Naloxone kits.

1.3.5.5. Communities (towns and cities) served within the region.

1.3.5.6. Barriers to Distribution and Dissemination Plan.

1.3.6. The Contractor shall provide reports for School-Based Vaccination Clinics that include but are not limited to:

1.3.6.1. Attending annual debriefing and planning meetings with NHIP staff.

1.3.6.2. Completing a year-end summary of:

1.3.6.2.1. The total numbers of children vaccinated; and

1.3.6.2.2. Accomplishments and improvements to future school-based clinics.

1.3.6.3. Providing aggregated non-personally identifiable data, by school for each school, to the NHIP no later than three (3) months after SBCs are concluded, that include:

1.3.6.3.1. Number of students by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) at that school;

1.3.6.3.2. Number of students vaccinated against SARS-Co-V-2 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school;

1.3.6.3.3. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school; and

1.3.6.3.4. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.3.5. Number of students vaccinated against COVID-19 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.4. Providing other reports and updates as requested by NHIP.

1.3.7. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department:

1.3.7.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by DPHS.

1.3.7.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.

1.3.7.3. Final After-Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.

1.3.7.4. Other information that may be required by federal and state funders during the contract period.

1.3.8. The Contractor shall submit quarterly reports, which shall include, but are not limited:

1.3.8.1. Description of activities performed, resulting impacts, individuals and families served, and other outcomes.

1.3.8.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.

1.3.8.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

1.3.8.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

1.3.8.5. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

1.3.8.6. Efforts, successes, and challenges experienced in providing community engagement.

1.3.8.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.

1.3.8.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received

results disaggregated by the following age ranges:

1.3.8.8.1. 5-11 years old.

1.3.8.8.2. 12-17 years old.

1.3.8.8.3. 18 years and older.

1.3.8.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:

1.3.8.9.1. 5-11 years old.

1.3.8.9.2. 12-17 years old.

1.3.8.9.3. 18 years and older.

1.3.8.9.4. Any other age group eligible for COVID-19 vaccination.

1.3.8.10. Number of collaborating agencies/services identified as part of CHW-led intervention.

1.3.8.11. Number and percentage of clients with one or more identified co-morbidities through the EMR.

1.3.8.12. Number and percentage of resources provided in a primary language other than English.

1.3.8.13. Number and percentage of in-community visits with CHW clients at locations other than the Contractor's.

1.3.8.14. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.

1.3.8.15. Percentage of clients who identify one or more unmet need.

1.3.8.16. Number and percentage of identified unmet needs that are met with assistance of the CHWs.

1.3.8.17. Number and percentage of clients who have completed CHW encounter form and patient questionnaire.

1.3.8.18. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:

1.3.8.18.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.

1.3.8.18.2. Number of other navigation and support services to address COVID-19 risk factors.

1.3.8.18.3. Number of referrals completed through closed loop referral system.

1.3.8.18.4. Number of referrals for COVID-19 vaccination/vaccine support by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.

1.3.8.19. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.

1.3.8.20. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).

1.3.8.21. Number and percentage of CHW clients able to access COVID-19 vaccine within fourteen (14) days of first CHW encounter.

1.3.8.22. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.

1.3.8.23. Number and type of trainings provided to CHWs supported by COVID Health Disparities funding.

1.4. Performance Measures

1.4.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.1. <u>Public Health Advisory Council</u>

1.4.1.1.1. Documented organizational structure for the PHAC, including but not limited to:

1.4.1.1.1.1. Vision or mission statements.

1.4.1.1.1.2. Organizational charts.

1.4.1.1.1.3. Agreements.

1.4.1.1.1.4. Meeting minutes

1.4.1.1.1.5. Documentation that the PHAC membership represents public health stakeholders and the covered populations.

1.4.1.1.1.6. CHIP evaluation plan that demonstrates positive outcomes each year.

1.4.1.1.1.7. Publication of an annual report to the community.

1.4.1.2. Public Health Emergency Preparedness

1.4.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review, based on prioritized recommendations from the Department.

1.4.1.2.2. Response rate and percentage of staff responding during staff notification, acknowledgement and assembly drills.

1.4.1.2.3. Percentage of requests for activation met by the Multi-Agency Coordinating Entity.

1.4.1.2.4. Percentage of requests for deployment during emergencies met by partnering agencies and volunteers.

1.4.1.3. Substance Misuse Primary Prevention Coordination and Continuum of Care Facilitation:

1.4.1.3.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.3.1.1. Increased leadership within the RPHN to plan, implement, monitor and evaluate progress in meeting goals in the three year strategic plan.

1.4.1.3.1.2.	Increased section engagement in understanding local conditions related to substance misuse, planning and carrying out the activities and strategies in the three year strategic plan.
1.4.1.3.1.3.	Increase linkages and coordination with behavioral and medical health providers to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
1.4.1.3.1.4.	Increase in resource allocation within the region to address substance misuse issues.
1.4.1.3.1.5.	Decrease in the use of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.6.	Decrease in the consequences of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.7.	As measured by a RPHN Community Mobilization Survey Tool designed by the Department and the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health

(NSDUH), and other identified data sources.

1.4.1.4. School-Based Vaccination Clinics

1.4.1.4.1. Annual increase in the percentage of students receiving COVID-19 vaccination and seasonal influenza vaccination in school-based clinics.

1.4.1.4.2. Annual increase in the percentage of schools providing School Based vaccination clinics who are identified by NHIP as participating in the Free/Reduced School Lunch Program, or completion of at least 50% of schools listed by the Department.

1.4.1.4.3. Maintain influenza vaccine wastage below 5%.

1.4.2. 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.

1.4.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.

1.4.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

4. Records

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

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. 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.

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department 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
Regional Public Health Network Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 92% Federal funds from:
      1.1.1. Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
      1.1.2. Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
      1.1.3. Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
      1.1.4. Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
      1.1.5. National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
      1.1.6. Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
      1.1.7. Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, as awarded on August 27, 2020, by the Centers for Disease Control and Prevention, CFDA 93.391, FAIN NH95OT000031.
   1.2. 8% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY 23 Budget through Exhibit C-2 SFY 24 Budget.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
   8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. 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.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Contractor Name: *Mid-State Health Center*
Budget Request for: *Regional Pubic Health Network*
Budget Period *SFY 23*
Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	$8,059	$21,000	$50,884	$3,552	$105,875	$16,800	$8,537	
2. Fringe Benefits	$2,095	$0	$13,230	$923		$0	$2,220	
3. Consultants	$1	$0	$1	$1		$0	$1	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200*	$1	$0	$1	$1		$0	$1	
5.(a) Supplies - Educational	$1	$0	$0	$1		$0	$0	
5.(b) Supplies - Lab	$0	$0	$0	$0		$0	$0	
5.(c) Supplies - Pharmacy	$1	$0	$0	$0		$0	$0	
5.(d) Supplies - Medical	$500	$0	$0	$1		$0	$200	
5.(e) Supplies Office	$2,500	$692	$200	$1	$4,684	$576	$0	
6. Travel	$9,494	$281	$6,137	$1,808	$4,235	$485	$600	
7. Software	$1		$1	$1		$0	$1	
8. (a) Other - Marketing/Communications	$1	$589	$1	$1	$8,442	$969	$1	
8. (b) Other - Education and Training	$1,150	$1,162	$1	$200	$7,869	$969	$1	
8. (c) Other - Other (specify below)								
Other (Occupancy)		$599	$1,800	$600	$18,964	$437		
Other (Phone/Internet)		$181	$1,044		$4,334	$484	$0	
Other (Postage)	$100	$349	$0	$1	$2,360	$291	$1	
Other (Insurance)		$581	$0		$3,934	$484	$0	
Other (Bookkeeping)		$814			$5,508	$678		
Other (Financial/Audit)		$1,025			$18,421	$554		
Other (COVID Function)	$5,400							
Other (Hot Spots)	$1,200							
Other (Zoom)	$450							
9. Subrecipient Contracts	$14,000		$1	$2,000			$2,073	$13,636
Total Direct Costs	$45,455	$27,273	$73,301	$9,091	$184,626	$22,727	$13,636	$13,636
Total Indirect Costs	$4,545	$2,727	$7,330	$909	$18,461	$2,273	$1,364	$1,364
Subtotals	$50,000	$30,000	$80,631	$10,000	$203,087	$25,000	$15,000	$15,000
							TOTAL	$428,718

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Contractor Initials
6/3/2022
Date

New Hampshire Department of Health and Human Services
Contractor Name: *Mid-State Health Center*
Budget Request for: *Regional Pubic Health Network*
Budget Period *SFY 24*
Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics
1. Salary & Wages	$9,981	$21,000	$51,682	$3,694	$122,675	$8,525
2. Fringe Benefits	$2,596	$0	$13,437	$960	$0	$2,216
3. Consultants	$1	$0	$1	$1	$0	$1
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$1	$0	$1	$1	$0	$1
5.(a) Supplies - Educational	$1	$0	$0	$1	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$1	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$500	$0	$0	$1	$0	$200
5.(e) Supplies Office	$600	$692	$100	$1	$4,684	$0
6. Travel	$11,886	$281	$5,232	$1,630	$3,749	$314
7. Software	$1		$1	$1	$0	$1
8. (a) Other - Marketing/Communications	$1	$589	$1	$1	$7,442	$1
8. (b) Other - Education and Training	$1,585	$1,162	$1	$199	$6,340	$1
8. (c) Other - Other (specify below)						
Other (Occupancy)		$599	$1,800	$1	$19,187	
Other (Phone/Internet)		$181	$1,044	$600	$3,819	
Other (Postage)	$200	$349	$0	$0	$2,651	$1
Other (Insurance)		$581	$0		$3,419	
Other (Bookkeeping)		$814			$5,436	
Other (Financial/Audit)		$1,025	$1		$5,224	
Other (COVID Function)	$5,400					
Other (Hot Spots)	$1,200					
Other (Zoom)	$500					
9. Subrecipient Contracts	$10,987			$2,000	$0	$2,375
Total Direct Costs	$45,455	$27,273	$73,301	$9,091	$184,626	$13,636
Total Indirect Costs	$4,545	$2,727	$7,330	$909	$18,461	$1,364
Subtotals	**$50,000**	**$30,000**	**$80,631**	**$10,000**	**$203,087**	**$15,000**
					TOTAL	**$388,718**

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Contractor Initials PM
Date 6/3/2022

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

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Vendor Initials

6/3/2022
Date

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: Mid State Health Center

6/3/2022
Date

DocuSigned by:
Robert MacLeod
0CA00BE0385A450...
Name: Robert MacLeod
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Vendor Name: Mid State Health Center

6/3/2022
Date

DocuSigned by:
Robert MacLeod
0CA6BBE4B5A4BD...
Name: Robert MacLeod
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DS PM

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Mid State Health Center

6/3/2022
Date

DocuSigned by:
Robert MacLeod
0CA5B8E80B5A400...
Name: Robert MacLeod
Title: CEO

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RM
Contractor Initials
6/3/2022
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Mid State Health Center

6/3/2022
Date

DocuSigned by:
Robert MacLeod
0CA60BE6385A490...
Name: Robert MacLeod
Title: CEO

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Contractor Initials

6/3/2022
Date

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Mid State Health Center

6/3/2022
Date

DocuSigned by:
Robert MacLeod
0CA8088E8383A4B0...
Name: Robert MacLeod
Title: CEO

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials PM

Date 6/3/2022

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials PM

Date 6/3/2022

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

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

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

Department of Health and Human Services	Mid State Health Center
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Robert MacLeod
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
6/8/2022	6/3/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (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: Mid State Health Center

6/3/2022
Date

DocuSigned by:
Robert MacLeod
Name: Robert MacLeod
Title: CEO

DS
RM
Contractor Initials
6/3/2022
Date

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: 109385625

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials PM
Date 6/3/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DS PM

Contractor Initials _____

6/3/2022

Date _____

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

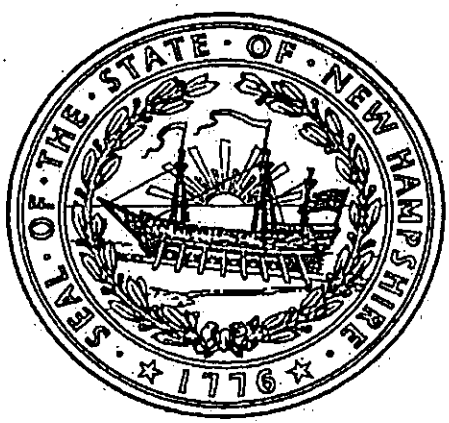
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MID-STATE HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 09, 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: **285492**

Certificate Number: **0005779264**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2022.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Carina Park, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contracted signatory)

1. I am a duly elected Clerk/Secretary/Officer of Mid-State Health Center.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 24, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Robert MacLeod, (may list more than one person)
(Name and Title of Contracted Signatory)

is duly authorized on behalf of Mid-State Health Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 5/24/22

Signature of Elected Officer
Name: Carina Park
Title: Board of Directors Secretary

CERTIFICATE OF LIABILITY INSURANCE

Date: 09/10/21

Administrator:
New England Special Risks, Inc.
60 Prospect St.
Sherborn, Ma. 01770
Phone: (508) 561-6111

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.

INSURERS AFFORDING COVERAGE

Insurer A:	Medical Protective Insurance Co.
Insurer B:	AIM Mutual Insurance Co.
Insurer C:	
Insurer D:	
Insurer E:	

Insured:
Mid-State Health Center
101 Boulder Point Dr.- Suite 1
Plymouth, NH. 03264

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, aggregate limits shown may have been reduced by paid claims.

INS. LTR.	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date	Policy Expiration Date	LIMITS		
A	**General Liability** ☑ Commercial General Liability ☐ Claims Made ☑ Occurrence ☐ ☐ General Aggregate Limit Applies Per: ☑ Policy ☐ Project ☐ Loc	HN 030313	10/1/2021	10/1/2022	Each Occurrence	$	1,000,000
					Fire Damage (Any one fire)	$	50,000
					Med Exp (Any one person)	$	5,000
					Personal & Adv Injury	$	1,000,000
					General Aggregate	$	3,000,000
					Products - Comp/Op Agg	$	1,000,000
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ _____				Combined Single Limit (Each accident)	$	
					Bodily Injury (Per person)	$	
					Bodily Injury (Per accident)	$	
					Property Damage (Per accident)	$	
	Garage Liability ☐ Any Auto ☐				Auto Only - Ea. Accident	$	
					Other Than Auto Only: Ea. Acc	$	
					Other Than Auto Only: Agg	$	
	Excess Liability ☐ Occurrence ☐ Claims Made ☐ Deductible ☐ Retention $				Each Occurrence	$	
					Aggregate	$	
						$	
						$	
						$	
B	**Workers Compensation and Employers' Liability**	600-4000079-2021	10/1/2021	10/1/2022	☑ Statutory Limits ☐ Other		
					E.L. Each Accident	$	500,000
					E.L. Disease-Ea. Employe	$	500,000
					E.L. Disease - Policy Limit	$	500,000
A	**Healthcare Professional Liability**	HN 030313	10/1/2021	10/1/2022	Per Incident-$1,000,000 Aggregate-$3,000,000		

Description of operations/vehicles/exclusions added by endorsement/special provision

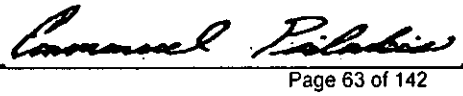
Evidence of Current Insurance for the Insured.

Certificate Holder

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

Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative



Where your care comes together.

Mission Statement: Mid-State Health Center provides sound primary medical care to the community, accessible to all regardless of the ability to pay.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Financial Statements

As of and for the Years Ended
June 30, 2021 and 2020

Supplemental Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2021

and

Independent Auditors' Report

MID-STATE
HEALTH CENTER

MID-STATE HEALTH CENTER AND SUBSIDAIRY

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TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Independent Auditors' Report

To the Board of Trustees of
Mid-State Health Center and Subsidiary:

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Mid-State Health Center and Subsidiary, which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, and the related consolidated statements of operations and changes in net assets, functional expenses and cash flows for the years then ended, 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.

Auditor's 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 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 the auditor's 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 Organization'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 Organization'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.

Tyler, Simms & St. Sauveur, P.C. • 19 Morgan Drive • Lebanon, NH 03766 • Ph. 603-653-0044 • Fax 603-653-0209
www.tss-cpa.com

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Mid-State Health Center and Subsidiary as of June 30, 2021 and 2020, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, in 2021 the Organization adopted Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)* using the full retrospective approach. Our opinion is not modified with respect to this matter.

Other Matters

Supplementary Information

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, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. The consolidating information is also presented on pages 32-35 for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of the Organization's 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 information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 18, 2021, on our consideration of the Organization'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. 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 the Organization's 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 Organization's internal control over financial reporting and compliance.

Tyler, Simms and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
November 18, 2021

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Financial Position

As of June 30, 2021 and 2020

	2021	2020
Assets		
Current assets		
Cash and cash equivalents	$ 3,392,262	$ 3,823,909
Restricted cash	91,843	78,578
Patient services receivable, net	1,058,656	646,271
Government grants receivable	483,166	467,760
Contract and other receivables	483,643	488,718
Promises to give	40,000	-
Prepaid expenses and other current assets	108,308	73,297
Total current assets	5,657,878	5,578,533
Long-term assets		
Property and equipment, net	7,844,779	5,978,859
Other assets	42,424	42,182
Total long-term assets	7,887,203	6,021,041
Total assets	$ 13,545,081	$ 11,599,574
Liabilities and net assets		
Current liabilities		
Accounts payable	$ 303,778	$ 329,626
Accrued expenses and other current liabilities	1,218,636	1,029,869
Refundable advance	135,525	578,105
Short-term note payable	-	484,000
Current portion of long-term debt	143,471	176,509
Total current liabilities	1,801,410	2,598,109
Long-term liabilities		
Long-term debt, less current portion	5,341,325	5,376,892
Total long-term liabilities	5,341,325	5,376,892
Total liabilities	7,142,735	7,975,001
Commitments and contingencies (See Notes)		
Net assets without donor restrictions	6,362,346	3,624,573
Net assets with donor restrictions	40,000	-
Total net assets	6,402,346	3,624,573
Total liabilities and net assets	$ 13,545,081	$ 11,599,574

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets

For the Years Ended June 30, 2021 and 2020

	2021	2020
Operating revenues and other support without donor restrictions		
Net patient services revenue	$ 8,134,867	$ 7,045,574
Contract revenue	2,234,130	1,792,439
Other operating revenue	509,633	612,459
Government grants	5,115,185	2,485,691
Contributions	80,042	35,973
Total operating revenues and other support without donor restrictions	16,073,857	11,972,136
Operating expenses		
Salaries and wages	8,161,829	7,270,657
Employee benefits	2,339,699	1,568,194
Insurance	59,727	54,511
Professional fees	1,402,436	1,153,554
Supplies and expenses	2,092,022	1,694,199
Depreciation and amortization	310,027	301,808
Interest expense	201,996	192,850
Total operating expenses	14,567,736	12,235,773
Operating income (loss)	1,506,121	(263,637)
Nonoperating income (loss)		
Paycheck Protection Program debt forgiveness	1,118,000	-
Government grants for capital acquisitions	148,325	-
Loss on debt refinancing	(34,673)	-
Total nonoperating income (loss)	1,231,652	-
Increase (decrease) in net assets without donor restrictions	2,737,773	(263,637)
Changes in net assets with donor restrictions		
Contributions	40,000	-
Increase (decrease) in net assets	2,777,773	(263,637)
Net assets, beginning of year	3,624,573	3,888,210
Net assets, end of year	$ 6,402,346	$ 3,624,573

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2021

	Program Services						Supporting Services		
	Medical	Dental	Behavioral Health	Emergency Prep.	Montessori Center	Total Program Service	Admin and General	Fundraising	Total Expenses
Salaries and wages	$ 5,065,607	$ 680,610	$ 932,439	$ 83,998	$ 178,651	$ 6,941,305	$ 1,174,687	$ 45,837	$ 8,161,829
Employee benefits	1,478,162	216,610	313,062	22,170	70,424	2,100,428	231,006	8,265	2,339,699
Insurance	37,489	453	3,700	1,918	1,442	45,002	14,725	-	59,727
Professional fees	827,124	7,857	152,928	279,857	-	1,267,766	134,670	-	1,402,436
Supplies and expenses	1,453,154	189,297	112,676	67,346	40,424	1,862,897	229,125	-	2,092,022
Depreciation and amortization	215,468	30,020	47,964	4,615	1,758	299,825	10,202	-	310,027
Interest expense	148,810	12,016	32,664	-	-	193,490	8,506	-	201,996
Total expenses	$ 9,225,814	$ 1,136,863	$ 1,595,433	$ 459,904	$ 292,699	$ 12,710,713	$ 1,802,921	$ 54,102	$ 14,567,736

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2020

	Program Services						Supporting Services		
	Medical	Dental	Behavioral Health	Emergency Prep.	Montessori Center	Total Program Service	Admin and General	Fundraising	Total Expenses
Salaries and wages	$ 4,190,371	$ 694,205	$ 815,564	$ 94,716	$ 185,738	$ 5,980,594	$ 1,268,455	$ 21,608	$ 7,270,657
Employee benefits	961,559	158,116	235,976	16,056	48,148	1,419,855	143,928	4,412	1,568,194
Insurance	30,240	876	3,691	-	1,297	36,104	18,407	-	54,511
Professional fees	749,364	9,594	111,113	199,114	-	1,069,185	84,369	-	1,153,554
Supplies and expenses	1,143,430	126,020	143,073	22,981	53,693	1,489,197	205,002	-	1,694,199
Depreciation and amortization	205,100	41,749	43,997	-	1,466	292,312	9,496	-	301,808
Interest expense	142,764	18,878	23,316	-	-	184,958	7,892	-	192,850
Total expenses	$ 7,422,828	$ 1,049,438	$ 1,376,730	$ 332,867	$ 290,342	$ 10,472,205	$ 1,737,549	$ 26,020	$ 12,235,773

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Cash Flows

For the Years Ended June 30, 2021 and 2020

	2021	2020
Cash flows from operating activities		
Increase (decrease) in net assets	$ 2,777,773	$ (263,637)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities		
Depreciation and amortization	310,027	301,808
Paycheck Protection Program debt forgiveness	(1,118,000)	-
N.H. Healthcare Provider Relief Program loan conversion	(484,000)	-
Government grants for capital acquisitions	(148,325)	-
Amortization reflected as interest	3,801	(2,668)
Loss on debt refinancing	34,673	-
(Increase) decrease in the following assets:		
Patient services receivable	(412,385)	(75,823)
Government grants receivable	(15,406)	(22,219)
Promises to give	(40,000)	-
Other receivables	5,075	(109,567)
Prepaid expenses and other current assets	(35,011)	46,439
Other assets	(242)	(23,919)
Increase (decrease) in the following liabilities:		
Accounts payable	(25,848)	124,719
Accrued expenses and other current liabilities	188,767	279,840
Refundable advance	(442,580)	578,105
Net cash provided by operating activities	598,319	833,078
Cash flows from investing activities		
Purchases of property and equipment	(971,503)	(353,541)
Net cash used in investing activities	(971,503)	(353,541)
Cash flows from financing activities		
Proceeds on short-term note payable	-	484,000
Proceeds on long-term debt	-	1,268,000
Government grants for capital acquisitions	148,325	-
Payments on long-term debt	(164,185)	(162,371)
Capitalized debt issuance costs	(29,338)	-
Payments on capital leases	-	(591)
Net cash provided by (used in) financing activities	(45,198)	1,589,038
Net increase (decrease) in cash, cash equivalents and restricted cash	(418,382)	2,068,575
Cash, cash equivalents and restricted cash, beginning of year	3,902,487	1,833,912
Cash, cash equivalents and restricted cash, end of year	$ 3,484,105	$ 3,902,487

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Cash Flows (continued)

For the Years Ended June 30, 2021 and 2020

Cash, cash equivalents and restricted cash consisted of the following as of June 30:

	2021	2020
Cash and cash equivalents	$ 3,392,262	$ 3,823,909
Restricted cash	91,843	78,578
	$ 3,484,105	$ 3,902,487

Supplemental Disclosures of Cash Flow Information

	2021	2020
Cash payments for:		
Interest	$ 198,195	$ 195,518

Supplemental Disclosures of Non-Cash Transactions

During 2021, the Organization acquired a building and refinanced two previously held loans on property through the issuance of a long-term note payable in the amount of $2,350,000.

During 2021, the Organization acquired an additional building through the issuance of a long-term note payable in the amount of $960,000.

During 2021, the Organization applied for and was approved for the conversion of its outstanding COVID-19 Emergency Healthcare System Relief Fund Loan through the State of New Hampshire in the amount of $484,000 into grant income (see Notes 4 and 8).

During 2020, the Organization acquired land through the issuance of a long-term note payable in the amount of $95,000.

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

1. The Organization and Summary of Significant Accounting Policies:

Organization

Mid-State Health Center ("MSHC") is a Federally Qualified Health Center (FQHC) which provides health care to a large number of Medicare, Medicaid and charity care patients on an outpatient basis. MSHC maintains facilities in Plymouth and Bristol, New Hampshire.

The consolidated financial statements include the accounts of Mid-State Community Development Corporation (MSCDC), collectively, "the Organization". Effective September 23, 2010, the Organization was transferred a sole member interest in MSCDC, which owns the 19,500 square foot operating facility that was developed to house the Organization, providing medical services to the underserved community in the Plymouth, New Hampshire region.

Use of Estimates

The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Basis of Statement Presentation

The consolidated financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The consolidated financial statements have been prepared consistent with the American Institute of Certified Public Accountants *Audit and Accounting Guide, Health Care Organizations* (Audit Guide). All significant intercompany transactions between MSHC and MSCDC have been eliminated in consolidation.

Classes of Net Assets

The Organization reports information regarding its consolidated financial position and operations to two classes of net assets; net assets without donor restrictions and net assets with donor restrictions, based on the existence or absence of donor-imposed restrictions.

Net Assets Without Donor Restrictions - Include net assets available for use in general operations and not subject to donor restrictions.

Net Assets With Donor Restrictions - Include net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time - such as promises to give - or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. As of June 30, 2021, the Organization had restrictions that were temporary in nature due to implied time restrictions on promises to give due in future periods. When an implied time restriction ends or purpose restriction is satisfied, net assets with door restriction are reclassified to net assets without donor restriction and are reported on the consolidated statements of operations as net assets released from donor restrictions. The Organization has elected the "simultaneous release" accounting policy option, such that, conditional contributions received whose condition lapses simultaneously with the expiration of donor-imposed use restrictions are reported in net assets without donor restrictions. Additionally, unconditional contributions received and who donor-imposed use restriction is satisfied within the same period are reported in net assets without door restriction.

1. The Organization and Summary of Significant Accounting Policies (continued):

Cash and Cash Equivalents

Cash and cash equivalents are defined as cash and short-term investments with an original maturity of three months or less from the date of purchase.

Cash in Excess of FDIC-Insured Limits

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are generally guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. The Organization has not experienced any losses in such accounts.

Patient Services Receivable

Patient services receivable result from the health care services provided by the Organization. Patient services receivable are recorded at net realizable value at the transaction price based on standard charges for services provided, reduced by both implicit and explicit price adjustments provided to third-party payors. Sliding fee scale, explicit price concession, is offered to uninsured patients if they are eligible in accordance with the Organization's policies, or implicit price concessions if collection is not expected to be collected on the patient portion, and/or implicit price concessions provided to uninsured or underinsured patients, and do not bear interest. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient revenues in the period of the change.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Property and equipment donated for Organization operations are recorded at fair value at the date of receipt. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Equipment under capital leases is amortized on the straight-line method over the life of the capital lease. Such amortization is included in depreciation and amortization in the financial statements.

Estimated useful lives are as follows:

	YEARS
Buildings	5 - 40
Leasehold improvements	5
Equipment	3 - 7
Furniture and fixtures	5 - 15
Capital leases	3 - 15

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

1. **The Organization and Summary of Significant Accounting Policies (continued):**

Net Patient Services Revenue

Net patient services revenue is recognized at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews and investigations. Generally, the Organization bills the patients and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied at a point in time are recognized when services are provided, and the Organization does not believe it is required to provide additional services to the patient. The Organization determines the transaction price based on standard charges for services provided, reduced by contractual adjustments provided to third-party payors. Sliding fee scale is offered to uninsured patients if they are eligible in accordance with the Organization's policy. The Organization determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies and historical experience. The Organization determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

The Organization applies the following practical expedients provided in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers*, to its contracts with patients:

(i) The Organization applies the portfolio approach as a practical expedient allowed under ASC Subtopic 606-10-10-4 to account for most of its patient contracts as a collective group rather than on an individual basis. The Organization does not expect the impact to the consolidated financial statements, when applying the revenue recognition guidance for patient services revenue, to differ materially using the portfolio approach rather than if applied at an individual contract level.

(ii) The Organization has elected the practical expedient allowed under ASC Subtopic 606-10-32-18 to not adjust the transaction price for the effects of a significant financing component, as payment is expected to be received from patients and third-party payors within one year from the date the patient receives services.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy with minimal charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue or included in patient services receivable.

Determination of eligibility for charity care is granted on a sliding fee basis. Patients with family income less than 100% of the Community Services Administration Income Poverty Guidelines shall only be responsible for a nominal fee assessed by the Organization and not the balance of their account for services received. Those with family income at least equal to 101%, but not exceeding 125% of the Federal Poverty Guidelines, receive a 65% discount. Those with family income at least equal to 126%, but not exceeding 150% of the guidelines, receive a 55% discount. Those with family income at least equal to 151%, but not exceeding 200% of the guidelines, receive a 45% discount.

The Organization maintains records to identify and monitor the level of charity care they provide. These records include the amount of charges foregone for services and supplies furnished under their charity care policies. The total cost estimate is based on an overall cost-to-charge ratio applied against gross charity care charges. The net cost of charity care provided was approximately $311,000 and $370,000 for the years ended June 30, 2021 and 2020, respectively.

1. **The Organization and Summary of Significant Accounting Policies (continued):**

Government Grant Revenue

Government grants, consisting of federal, state and local grants, are primarily considered to be conditional contribution transactions, the majority of which are cost-reimbursement grants. The Organization has elected the "simultaneous release" accounting policy option, such that, conditional contributions received whose condition lapses simultaneously with the expiration of donor-imposed use restrictions are reported in net assets without donor restrictions. The Organization's costs incurred under its government grants are subject to audit by government agencies. Management believes the disallowance of costs, if any, would not be material to the consolidated financial position or consolidated statement of operations.

Revenue from government grants considered to be exchange transactions are included under the caption "contracted services" on the Organization's consolidated statement of operations.

Contract Revenue

The Organization has entered into various service agreements considered to be exchange transactions. Significant items included in contracted services include:

(i) The Organization participates in the 340B Drug Discount Program which enables qualifying entities to purchase drugs from pharmaceutical suppliers at a substantial discount. The 340B Drug Discount Program is managed by the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs. The Organization earns revenue under this program by purchasing pharmaceuticals at a reduced cost to fill prescriptions to qualified patients. The Organization has a network of participating pharmacies that dispense the pharmaceuticals to its patients under contract arrangements with the Organization. Reported 340B revenue consists of the gross pharmacy reimbursements. Pharmacy and third-party administrator fees are included in expenses. The 340B expenses are included in supplies and expenses (See Note 14).

(ii) The Organization has contracted with a third-party to provide managed in-house infusion services.

(iii) The Organization enters into purchased services agreements. The agreements generally are with certain organizations who purchase services of personnel employed by the Organization. Contracted service revenue is earned over time, utilizing an output method, as the Organization provides the service. The transaction price is negotiated with the customer and is usually based on standard hourly rates for the service, based on the respective personnel utilized. Revenue pursuant to these agreements have been classified as "contracted services" on the Organization's consolidated statement of operations.

Other Operating Revenue

The Organization recognizes other operating revenue central to day-to-day operations primarily consisting of revenue from the Organizations child care center, rental of space within its facility by individuals and organizations providing services in a medical related field, quality incentive income and other miscellaneous service reimbursements not directly related to patient care.

Contributions

Contributions are recognized at the earlier of when cash is received or at the time a promise becomes unconditional in nature. Contributions are recorded in the net asset classes described earlier depending on the existence and/or nature of any donor-imposed restriction.

1. **The Organization and Summary of Significant Accounting Policies (continued):**

Income Taxes

MSHC and MSCDC are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (Code) and are exempt from Federal income taxes on related income pursuant to Section 501(a) of the Code.

The Organization accounts for its uncertain tax positions in accordance with the accounting methods under ASC Subtopic 740-10. The UTP rules prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken in an organization's tax return. The Organization believes that it has appropriate support for the tax positions taken and, as such, does not have any uncertain tax positions that might result in a material impact on the Organization's statements of financial position, operations and changes in net assets and cash flows. The Organization's management believes it is no longer subject to examinations for the years prior to 2017.

Advertising

Advertising costs are charged to operations when incurred. Total advertising expense for the years ended June 30, 2021 and 2020 was $56,412 and $35,871, respectively.

Functional Allocation of Expenses

Expenses that can be identified with specific program or supporting services are charged directly to the related program or supporting service. Expenses that are associated with more than one program or supporting service are allocated based on an evaluation by management utilizing measurements for time and effort, square footage and/or encounter based statistics.

Operating Income (Loss)

The consolidated statements of operations includes a determination of operating income (loss). The Organization considers all of its health care and related activities to be part of normal operations and considers the caption "operating income (loss)"to be its performance indicator. Changes in net assets without restrictions which are excluded from excess (deficit) of revenues over expenses, consistent with industry practice, include contributions and grants of long-lived assets.

Changes in net assets without donor restrictions, which are excluded from operating income (loss), includes contributions for long-lived assets (including assets acquired using contributions, which by donor restriction were used for the purpose of acquiring such assets) and infrequent transactions.

Fair Value of Financial Instruments

The carrying amount of cash, patient services receivable, accounts and notes payable and accrued expenses approximates fair value.

Reclassifications

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These reclassifications have no effect on the previously reported change in net assets.

1. The Organization and Summary of Significant Accounting Policies (continued):

Liquidity

Assets are presented in the accompanying consolidated statements of financial position according to their nearness of conversion to cash and liabilities according to the nearness of their maturity and resulting use of cash.

Accounting Pronouncement Adopted in the Current Year

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (ASC 606). 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 Organization adopted ASU 2014-09 in 2021 under the full retrospective method. Additionally, the Organization applied the practical expedients to account for revenues with similar characteristics as a collective group rather than individually, to not adjust the transaction price for effects of a significant financing component, and to not disclose the transaction price allocated to unsatisfied or partially unsatisfied performance obligations as of the end of the reporting period when the performance obligations relate to contracts with an expected duration of less than one year. The adoption of ASU 2014-09 did not materially impact the timing or amount of revenue recognized by the Organization in the consolidated financial statements. Accordingly, the Organization's 2020 consolidated statements of activities has been revised to the 2021 presentation.

Accounting Pronouncements Issued and Not Yet Adopted

In February 2016, the FASB issued ASU 2016-02, *Leases*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The update is effective for financial statements issued for fiscal years beginning after December 15, 2021 with early adoption permitted, using a modified retrospective approach. The Organization has not elected early adoption of the provisions of ASU 2016-02 and is evaluating its impact.

In September 2020, the FASB issued ASU 2020-07, *Not-for-Profit Entities: Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The ASU requires contributed nonfinancial assets to be presented as a separate line item in the statement of activities, apart from contributions of cash and other financial assets; to disclose a disaggregation of the amount of contributed nonfinancial assets recognized within the statement of activities by category that depicts the type of contributed nonfinancial assets; and certain additional disclosures for each category of contributed nonfinancial assets recognized including whether the nonfinancial assets were either monetized or utilized during the reporting period, the not-for-profit's policy about monetizing rather than utilizing, a description of any donor-imposed restrictions and a description of the valuation techniques and inputs used to arrive at a fair value measure. The ASU is effective for annual periods beginning after June 15, 2021, with early adoption permitted, and should be applied on a retrospective basis. The Organization has not elected early adoption of the provisions of ASU 2020-07 and is evaluating its impact.

2. Patient Services Revenue and Patient Services Receivable:

Patient services revenue, net of explicit and implicit price concessions, consisted of the following for the years ended June 30:

	2021	2020
Gross patient services revenue	$ 11,240,538	$ 10,141,118
Less: explicit and implicit price concessions	(3,105,671)	(3,095,544)
Net patient services revenue	$ 8,134,867	$ 7,045,574

Patient services receivable results from the health care services provided by the Organization. Patient services receivable are recorded at net realizable value at the transaction price based on standard charges for services provided, reduced by: (1) both contractual (explicit) and implicit price adjustments provided to third-party payors, (2) sliding fee scale adjustments (explicit price concessions) offered to uninsured or underinsured patients if they meet the Organization's eligibility policies, (3) implicit price concessions if collection is not expected to occur for some or all of the patient portion and (4) other implicit price concessions provided to uninsured or underinsured patients. Patient services receivable do not bear interest. Subsequent changes to the estimate of the transaction price are generally recorded as an adjustment to patient services revenue in the period of change.

Patient services receivable, net of explicit and implicit price concessions, was as follows as of June 30:

	2021	2020
Gross patient services receivable	$ 2,035,177	$ 1,234,960
Less: explicit and implicit price concessions	976,521	588,689
Patient services receivable, net	$ 1,058,656	$ 646,271

3. Estimated Third-Party Settlements:

Provision has been made for estimated adjustments that may result from final settlement of reimbursable amounts as may be required upon completion and audit of related cost finding reports under terms of contracts with the Center for Medicare and Medicaid Services and the New Hampshire Division of Welfare (Medicaid). Differences between estimated adjustments and amounts determined to be recoverable or payable are accounted for as income or expense in the year that such amounts become known.

4. Government Grants Receivable:

The Organization receives various reimbursement grants from the federal government, State of New Hampshire and other public agencies considered to be conditional contributions (see Note 1). The following is a summary of the grant activity for the years ended June 30:

	Government Grants Income		Government Grants Receivable	
	2021	2020	2021	2020
HRSA 330 Grant	$ 3,284,735	$ 1,901,141	$ 250,760	$ 349,500
State of NH Provider Relief Grant	484,000	-	-	-
NH Primary Care Contracts	143,322	150,794	11,946	26,675
Emergency Preparedness Grants	491,052	323,192	120,008	91,585
Provider Relief Funding	648,533	-	-	-
Bi-State Primary Care	92,986	-	92,986	-
Other government grants	118,882	110,564	7,466	-
	$ 5,263,510	$ 2,485,691	$ 483,166	$ 467,760

5. Property and Equipment:

Property and equipment consisted of the following as of June 30:

	2021	2020
Land	$ 751,173	$ 620,773
Buildings	7,519,748	6,445,703
Leasehold improvements	361,307	194,332
Furniture, fixtures and equipment	1,730,675	1,630,249
Projects in progress	704,101	-
	11,067,004	8,891,057
Less: Accumulated depreciation	3,222,225	2,912,198
	$ 7,844,779	$ 5,978,859

Depreciation and amortization expense, including amortization expense on capital lease obligations, for the years ended June 30, 2021 and 2020 amounted to $310,027 and $301,808, respectively.

6. Line of Credit:

The Organization had an available line of credit with a maximum borrowing amount of $150,000 as of June 30, 2021 and 2020, maturing December 2021. The line carries an interest rate equal to prime plus 2% (prime was 3.25% as of June 30, 2021). The line is secured by all business assets. The line was not drawn upon as of June 30, 2021 and 2020.

7. Refundable Advance:

The Organization received upfront payments of certain provider relief grant funding through the Department of Health and Human Services as a result of COVID-19 intended to cover the costs of personal protective equipment, other COVID related expenses and lost revenues attributable to COVID-19. These funds have been considered conditional, in accordance with ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made,* with a refunding requirement. The Organization is required to report its related expenditures and revenue drop to DHHS for its Period 1 payments, those received between April 10 ,2020 and June 30, 2020, on or before September 30, 2021. The Organization is further required to report its use of its Period 2 payments, those received between July 1, 2020 and December 31, 2020, to DHHS on or before December 31, 2021. Any excess qualifying expenses or revenue drop from the Organization's Period 1 reporting will be made available to carry over and be used against its Period 2 payments received. Period 1 payments totaled $578,105 and Period 2 payments totaled $205,953. For the year ended June 30, 2021, the Organization believes it satisfied the conditions placed on the Provider Relief Funding for a portion of its payments received and, as a result, recognized, as government grant income, $648,533 of its total Provider Relief Funding payments. The remaining $135,525 represented a refundable advance as of June 30, 2021. As of June 30, 2020, following the existing guidance for the Provider Relief Program, the Organization reported a refundable advance in the amount of $578,105, representing the Period 1 payments received for which the Organization had not yet overcome the existing conditions presented by the provider Relief Program guidance in place as of June 30, 2020.

8. Short-Term Debt:

The Organization entered into a COVID-19 Emergency Healthcare System Relief Fund Loan through the State of New Hampshire in the amount of $484,000. The loan was interest free with a repayment term of 180 days after the expiration of the COVID-19 state of emergency. As a component of the program, the Organization was allowed to apply for conversion of the loan into grant income. As a result of the Organization's applications provided to the State of New Hampshire, the Organization was successful on receiving approval for conversion of the loan to grant income during the year ended June 30, 2021 (see Note 4).

9. Long-Term Debt:

Long-term debt consisted of the following as of June 30:

	2021	2020
Woodsville Guarantee Savings Bank note payable, maturing August 2033, principal and interest payable in 240-monthly installments of $18,194 through August 2033. Interest is charged at a rate of 5.25%. The loan was refinanced with a Bank of NH loan in October 2020.	$ -	$ 2,072,199
United States of America Department of Agriculture note payable, maturing April 2045, principal and interest payable in 360-monthly payments of $10,904. Interest is charged at a rate of 3.5% (see Note 9a).	2,107,615	2,162,952
Meredith Village Savings Bank note payable, maturing February 2030, principal and interest payable in 120-monthly installments of $1,008. Interest is charged at a rate of 5%. Secured by certain parcels of land. The loan was refinanced with a Bank of NH loan in October 2020.	-	92,528

9. **Long-Term Debt (continued):**

	2021	2020
U.S. Small Business Administration Economic Disaster Injury Loan, maturing May 2051, principal and interest payable in 360-monthly payments of $641 commencing June 2021. Interest is charged at a rate of 2.75%.	149,359	150,000
U.S. Small Business Administration Paycheck Protection Program ("PPP") Loan, administered by Northway Bank. The loan was fully forgiven in June 2021.	-	1,118,000
Bank of NH note payable, maturing November 2031, principal and interest payable in 120-monthly installments based on a 25 year amortization of $11,918 through November 2031. At the maturity date, the entire principal balance plus interest payable will be due. Interest is charged at a rate of 3.57%.	2,315,670	-
Bank of NH note payable, maturing November 2031, principal and interest payable in 120-monthly installments based on a 25 year amortization of $4,869 through November 2031. At the maturity date, the entire principal balance plus interest payable will be due. Interest is charged at a rate of 3.57%.	945,976	-
Total long-term debt	5,518,620	5,595,679
Less: unamortized deferred financing costs	33,824	42,278
Total long-term debt, net of unamortized deferred financing costs	5,484,796	5,553,401
Less: current portion	143,471	176,509
Long-term debt, less current portion	$ 5,341,325	$ 5,376,892

9a The Organization's loan agreement requires the Organization to establish a reserve account which is to be funded in monthly installments of $1,090 until the accumulated sum of reserve funding reaches $130,848, after which no further funding is required except to replace withdrawals. As of June 30, 2021, the reserve account totaled $91,843, reflected on the consolidated statement of financial position as restricted cash.

Future maturities of long-term debt are as follows as of June 30, 2021:

2022	$ 143,471
2023	149,424
2024	154,523
2025	160,211
2026	166,186
Thereafter	4,744,805
	$ 5,518,620

10. Liquidity:

Financial assets available for general expenditures within one year of the balance sheet date consisted of the following as of June 30:

	2021	2020
Cash and cash equivalents	$ 3,392,262	$ 3,823,909
Patient services receivable, net	1,058,656	646,271
Government grants receivable	483,166	467,760
Contract and other receivables	483,643	488,718
	$ 5,417,727	$ 5,426,658

As part of its liquidity management strategy, the Organization structures its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization has certain restricted cash balances totaling $91,843 and $78,578 as of June 30, 2021 and 2020, respectively, representing funds required to be set aside as a building maintenance reserve for the Organization's Bristol, New Hampshire location. These balances have not been included in the Organization's financial assets available for general expenditure within one year.

11. Malpractice Insurance Coverage:

The U.S. Department of Health and Human Services deemed the Organization covered under the Federal Tort Claims Act (FTCA) for damage for personal injury, including death, resulting from the performance of medical, surgical, dental and related functions. FTCA coverage is comparable to an occurrence policy without a monetary cap. Prior to being deemed for coverage under the FTCA, the Organization purchased medical malpractice insurance under a claims-made policy on a fixed premium basis. The Organization purchases primary and excess liability malpractice insurance under occurrence policies for certain services and other portions of the Organization not covered under FTCA. Claim liabilities are determined without consideration of insurance recoveries. Expected recoveries are presented separately. Management analyzes the need for an accrual of estimated losses of medical malpractice claims, including an estimate of the ultimate costs of both reported claims and claims incurred but not reported. In such cases, the expected recovery from the Organization's insurance provider is recorded within prepaid expenses and other receivables. As of June 30, 2021 and 2020, subsequent to management's assessment of potential reported and not yet reported claims, management determined that its exposure for potential unreported claims was immaterial and consequently did not provide for an accrual. It is possible that an event has occurred which will be the basis of a future material claim.

12. Retirement Program:

During 2007, the Organization adopted a tax-sheltered annuity plan under 403(b) of the Code for eligible employees. Eligible employees are specified as those who normally work more than 20 hours per week and are not classified as independent contractors. The Organization provides for matching of employee contributions, 50% of the first 6% contributed. Contributions to the plan for the years ended June 30, 2021 and 2020 were $155,133 and $159,439, respectively.

13. Health Insurance:

The Organization participates in a captive health insurance plan (Captive Plan). The Organization is subject to a stop-loss limit of $50,000 per participant in the Plan before additional coverage through the captive arrangement will commence coverage of claims. Claims submitted to the Captive Plan for reimbursement after the end of the fiscal year with service dates on or prior to June 30 are required to be recognized as a loss in the period in which they occurred. As such, the Organization has provided for a liability for unpaid claims with service dates as of or before June 30 which had not yet been reported totaling $140,315 and $66,517 as of June 30, 2021 and 2020, respectively, included under the caption "accrued expenses and other current liabilities". Effective January 2020, deductible requirements under the Captive Plan range from $1,500 to $3,500.

14. Commitments and Contingencies:

Real Estate Taxes – The Organization and the Town of Plymouth, New Hampshire agreed to a payment in lieu of real estate taxes for a period of 10 years. The agreement identified real estate taxes previously paid by the Organization to the Town that the Organization was not required to pay as a result of its tax-exempt status. The sum of the overpayments will be applied evenly on an installment basis over the 10-year period, totaling $50,000. The Organization remains subject to its requirement to timely file its application for tax exemption with the Town on an annual basis.

340B Revenue – The Organization participates in the 340B Drug Discount Program (the 340B Program) which enables qualifying health care providers to purchase drugs from pharmaceutical suppliers at a substantial discount as a Covered Entity. The 340B Program is managed by the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs. The Organization is required to undergo a self-audit process to determine compliance with 340B Program guidelines. The 340B statutes also explicitly authorize HRSA to audit Covered Entities to ensure they are compliant with the 340B Program. All Covered Entities are also required to recertify compliance with the 340B Program on an annual basis, including an attestation to full compliance with the 340B Program. The Organization earns revenue under the 340B Program by purchasing pharmaceuticals at a reduced cost to fill prescriptions to qualified patients. The Organization contracts with certain third-party pharmacies that dispense the pharmaceuticals to its patients. 340B revenue is included in other operating revenue within the consolidated statements of operations and totaled $1,442,783 and $1,400,403 for the years ended June 30, 2021 and 2020, respectively. The cost of pharmaceuticals, dispensing fees to the pharmacies, consulting fees and other costs associated with the 340B Program are included in operating expenses in the consolidated statements of operations and totaled $575,103 and $532,362 for the years ended June 30, 2021 and 2020, respectively.

Operating Leases – The Organization is obligated as a lessee under various operating leases. The total rent expense for operating leases related to equipment was $33,457 and $42,671 for the years ended June 30, 2021 and 2020, respectively. The following schedule details future minimum lease payments annually as of June 30, 2021 for operating leases with initial or remaining lease terms in excess of one year:

2022	$ 22,037
2023	18,364
	$ 40,401

Construction in Progress – As of June 30, 2021, the Organization purchased a future site for the Children's Learning Center. The Organization plans to renovate the building with an estimated total cost of $2,381,053. The work is expected to be completed by December 2021.

15. COVID-19:

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) as a pandemic and the United States Government declared COVID-19 a national emergency. The COVID-19 pandemic has impacted global markets, supply chains, business operations and community activities. Specific to the Organization, COVID-19 has impacted its emergency preparedness costs, COVID-19 control and containment activities, shortage of healthcare personnel, loss of revenue due to reductions in revenue streams as a result of declines in volume or inability to provide certain care activities. Management believes that the Organization is taking appropriate actions to respond to and mitigate any negative impact COVID-19 may present. On March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to provide economic assistance to a wide array of industries to ease the financial impact of COVID-19. Significant sources of governmental assistance, including funding under the CARES Act, were as follows as of and for the years ended June 30:

	2021	2020
Recognized as government grant income:		
HRSA 330 - CARES Act Funding	$ 698,705	$ -
HRSA 330 - Expanded Capacity for COVID Testing	275,119	-
HRSA 330 - American Rescue Plan Act	250,760	-
HRSA Provider Relief Funding	648,533	-
State of NH Provider Relief	484,000	-
GOFERR COVID Funding	37,235	-
CARES Act benefits included in government grant income	2,394,352	-
Recognized as nonoperating income:		
Paycheck Protection Program debt forgiveness	1,118,000	-
CARES Act benefits included in increase (decrease) in net assets	$ 3,512,352	$ -
Liabilities reported:		
Refundable Advance - Provider Relief Funding	$ 135,525	$ 578,105
Economic Injury Disaster Loan	149,359	150,000
Paycheck Protection Program loan	-	1,118,000
Advance payments and long-term debt in total liabilities	$ 284,884	$ 1,846,105

16. Concentration of Credit Risk:

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors was as follows at June 30:

	2021	2020
Medicare	21.5%	13.1%
Medicaid	17.2%	20.0%
Blue Cross	20.9%	15.6%
Patients	18.4%	22.3%
Other third-party payors	22.0%	29.0%
	100.0%	100.0%

17. Subsequent Events:

The Organization has reviewed events occurring after June 30, 2021 through November 18, 2021, the date the board of trustees accepted the final draft of the consolidated financial statements and made them available to be issued.

In July 2021, the Organization received a CDFA Tax Credit Program award of up to $300,000 in tax credits which will net $240,000 for the Children's Learning Center expansion project. The CDFA Tax Credit Program will allocate $150,000 for the years ending June 30, 2022 and 2023.

In July 2021, the Organization was awarded a $1,960,000 construction loan for its Children's Learning Center expansion project, bearing interest at 4.25%, maturing January 2033.

In August 2021, the Organization received approval from the U.S. Department of Agriculture for a $1,995,000 community facilities loan for its Children's Learning Center expansion project.

In August 2021, the Organization was awarded a $350,000 State Economic & Infrastructure Development (SEID) grant through the Northern Border Regional Commission Board ("NBRC") for the Children's Learning Center expansion Project.

In September 2021, the Organization entered into a purchase and sale agreement for Unit #2 of its Plymouth, New Hampshire operating facility in the amount of $750,00. The agreement calls for cash payments totaling $150,000 and an installment note for $600,000. The installment note calls for five annual payments of $120,000 plus interest at a rate of 3.25%.

MID-STATE HEALTH CENTER
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2021

Federal Grantor/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-through Entity or Award Identifying Number	Federal Expenditures	Provided to Subrecipients
U.S. Department of Health and Human Services:				
Health Center Program (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 2,060,151	$ -
COVID-19 Health Center Program (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		1,224,584	-
COVID-19 Provider Relief Fund	93.498		578,519	-
Passed through Bi-State Primary Care Association, Inc.				
Opioid STR	93.788	FAIN TI081685	92,986	-
Passed through Community for Alcohol and Drug Free Youth, Inc.				
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement	93.912	Unknown	42,113	-
Passed through N.H. Department of Health and Human Services:				
Block Grants for Prevention and Treatment of Substance Abuse	93.959	FAIN #TI083041	91,939	-
Immunization Cooperative Agreements	93.268	FAIN NH23IP922595	46,801	-
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074 Comprised of 93.889 & 93.069	FAIN NU90TP922018 FAIN U3REP190580	66,595	-
Maternal and Child Health Services Block Grant to the States	93.994	Unknown	37,264	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	FAIN SP020796	79,428	-

MID-STATE HEALTH CENTER
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2021

Federal Grantor/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-through Entity or Award Identifying Number	Federal Expenditures	Provided to Subrecipients
Public Health Emergency Response: Cooperative Agreement for Emergency Response:				
Public Health Crisis Response	93.354	FAIN NU90TP922106	49,979	-
Preventive Health and Health Services Block Grant	93.991	FAIN NB01OT009381-01-00	23,823	-
Environmental Public Health and Emergency Response	93.070	FAIN NUE1EH001357	8,936	-
Total passed through N.H. Department of Health and Human Services			404,765	-
Total U.S. Department of Health and Human Services			4,403,118	-
U.S. Department of the Treasury:				
Passed through Governor's Office for Emergency Relief and Recovery				
COVID-19 Coronavirus Relief Fund	21.019	Unknown	484,000	-
COVID-19 Coronavirus Relief Fund	21.019	020487172	12,088	-
Total passed through Governor's Office for Emergency Relief and Recovery			496,088	-
Passed through Governor's Office for Emergency Relief and Recovery and Health Strategies Of NH				
COVID-19 Coronavirus Relief Fund	21.019	Unknown	21,835	-
Total COVID-19 Coronavirus Relief Fund			517,923	-
Total U.S. Department of the Treasury:			517,923	-
U.S. Department of Homeland Security				
Passed through N.H. Department of Health and Human Services:				
COVID-19 Disaster Grants-Public Assistance (Presidentially Declared Disasters)	97.036	FAIN 4516DRNHP00000001	100,000	-
Total U.S. Department of Homeland Security			100,000	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 5,021,041	$ -

The accompanying notes to financial statements are an integral part of this schedule.

MID-STATE HEALTH CENTER

Notes to Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2021

1. Basis of Presentation:

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of MSHC under programs of the federal government for the year ended June 30, 2021. The information in the schedule is presented in accordance with the requirements of Title 2 US. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Since the schedule presents only a selected portion of the operations of MSHC, it is not intended to and does not present the statement of financial position, statement of operations and changes in net assets or cash flows of MSHC.

2. Significant Accounting Policies:

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Schedule includes Catalog of Federal Domestic Assistance (CFDA) and pass-through award numbers when available.

3. Indirect Cost Rate:

MSHC elected to use the 10% de minimis indirect cost rate.

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Report 1

Independent Auditors' Report 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
Mid-State Health Center:

We have audited, in accordance with the 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 financial statements of Mid-State Health Center ("MSHC") (a nonprofit organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 18, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered MSHC'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 MHSC's internal control. Accordingly, we do not express an opinion on the effectiveness of MSHC'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.

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Independent Auditors' Report 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* (continued)

Our consideration of the 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 and, therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2021-001, that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether MSHC'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 financial statements. 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 instances of noncompliance or other matters that are required to be reported under Government Auditing Standards and which are described in the accompanying schedule of findings and questioned costs as item 2021-001.

MSHC's Response to Findings

MSHC's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. MSHC's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

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 Organization'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 Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Tyler, Simms and St. Saveur, CPAs, P.C.

Lebanon, New Hampshire
November 18, 2021

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Report 2

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Trustees of
Mid-State Health Center:

Report on Compliance for Each Major Federal Program

We have audited Mid-State Health Center's ("MSHC") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of MSHC's major federal programs for the year ended June 30, 2021. MHSC's major federal programs are identified in the summary of auditors' 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 MSHC'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 MSHC'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 MSHC's compliance.

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Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance (continued)

Opinion on Each Major Federal Program

In our opinion, MSHC 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, 2021.

Report on Internal Control Over Compliance

Management of MSHC is 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 MSHC'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 MSHC'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.

Tyler, Simms and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
November 18, 2021

MID-STATE HEALTH CENTER
Schedule of Findings and Questioned Costs
As of and For the Year Ended June 30, 2021

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP	*Unmodified*
Internal control over financial reporting:	
Material weakness identified?	X Yes ____ No
Significant deficiencies identified that are not considered to be material weaknesses?	____ Yes X None reported
Non-compliance material to financial statements noted?	____ Yes X No

Federal Awards

Internal control over major programs:	
Material weakness identified?	____ Yes X No
Significant deficiencies identified that are not considered to be material weaknesses?	____ Yes X None reported
Type of auditors' report issued on compliance for major federal programs	*Unmodified*
Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a)?	____ Yes X No

Identification of major federal programs:

Federal Assistance Listing Number	Name of Federal/Local Program
93.224	Health Center Program (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)
21.019	COVID-19 Coronavirus Relief Fund
93.498	COVID-19 Provider Relief Fund

Dollar threshold used to distinguish between Type A and Type B programs	$750,000
Auditee qualified as low-risk auditee?	X Yes ____ No

SECTION II - FINANCIAL STATEMENT FINDINGS

2021-001

Criteria: A cumulative check of gross patient charges, payments and deductions by payor should be performed for year-to-date information.

Condition: During our audit procedures, we noted that reconciliations of the EMDs patient accounts receivable aging schedule, gross patient charges, payments and deductions were properly being reconciled on a monthly basis. However, we noted that a cumulative check of gross charges, payments and deductions by payor was not being performed for year-to-date information.

Effect: As a result, adjustments in a subsequent month to how charges were reported in a prior month (within EMDs) were not being identified and adjusted for in the general ledger.

Cause: The contracted billing company was not performing these cumulative checks.

Recommendation: We recommend that, in addition to running the monthly reporting to post the charge and payment activity to Blackbaud for the month, management also run and agree the year-to-date reporting out of EMDs to the year-to-date balances in Blackbaud and adjust as necessary. Further, we recommend that management investigate the cause of any changes to a prior month to identify its cause and potentially identify areas for improvement to remove or limit their occurrence in future periods.

Views of Responsible officials and planned correction action: They have since hired a new billing company and have changed accounting software that can accept imports versus having to manually enter the data, which provides staff additional time to help with the revenue tie out.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no findings or questioned costs for Federal awards (as defined in Section 200.516(a) of the Uniform Guidance) that are required to be reported.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Schedule 1

As of June 30, 2021

	MSHC	MSCDC	ELIMINATIONS	TOTAL
Assets				
Current assets				
Cash and cash equivalents	$ 2,894,108	$ 498,154	$ -	$ 3,392,262
Restricted cash	91,843	-	-	91,843
Patient services receivable, net	1,058,656	-	-	1,058,656
Government grants receivable	483,166	-	-	483,166
Contract and other receivables	535,252	-	(51,609)	483,643
Promises to give	40,000	-	-	40,000
Prepaid expenses and other current assets	108,308	-	-	108,308
Total current assets	5,211,333	498,154	(51,609)	5,657,878
Long-term assets				
Property and equipment, net	2,710,141	5,134,638	-	7,844,779
Other assets	164,243	-	(121,819)	42,424
Note receivable - MSCDC	672,611	-	(672,611)	-
Total long-term assets	3,546,995	5,134,638	(794,430)	7,887,203
Total assets	$ 8,758,328	$ 5,632,792	$ (846,039)	$ 13,545,081
Liabilities and net assets				
Current liabilities				
Accounts payable	$ 301,951	$ 53,436	$ (51,609)	$ 303,778
Accrued expenses and other current liabilities	1,202,480	16,156	-	1,218,636
Refundable advance	135,525	-	-	135,525
Current portion of long-term debt	58,653	84,818	-	143,471
Total current liabilities	1,698,609	154,410	(51,609)	1,801,410
Long-term liabilities				
Lease deposits	-	121,819	(121,819)	-
Long-term debt, less current portion	2,193,132	3,148,193	-	5,341,325
Note payable - MSHC	-	672,611	(672,611)	-
Total long-term liabilities	2,193,132	3,942,623	(794,430)	5,341,325
Total liabilities	3,891,741	4,097,033	(846,039)	7,142,735
Net assets without donor restrictions	4,826,587	1,535,759	-	6,362,346
Net assets with donor restrictions	40,000	-	-	40,000
Total net assets	4,866,587	1,535,759	-	6,402,346
Total liabilities and net assets	$ 8,758,328	$ 5,632,792	$ (846,039)	$ 13,545,081

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Operations and Changes in Net Assets – Schedule 2

For the Year Ended June 30, 2021

	MSHC	MSCDC	ELIMINATIONS	TOTAL
Operating revenues and other support without donor restrictions				
Net patient service revenues	$ 8,134,867	$ -	$ -	$ 8,134,867
Contract revenue	2,234,130	-	-	2,234,130
Other operating revenue	483,904	355,190	(329,461)	509,633
Government grants	5,115,185	-	-	5,115,185
Contributions	80,042	-	-	80,042
Total operating revenues and other support without donor restrictions	16,048,128	355,190	(329,461)	16,073,857
Operating expenses				
Salaries and wages	8,161,829	-	-	8,161,829
Employee benefits	2,339,699	-	-	2,339,699
Insurance	59,727	-	-	59,727
Professional fees	1,370,379	32,057	-	1,402,436
Supplies and expenses	2,390,638	30,845	(329,461)	2,092,022
Depreciation and amortization	180,316	129,711	-	310,027
Interest expense	75,039	126,957	-	201,996
Total operating expenses	14,577,627	319,570	(329,461)	14,567,736
Operating income	1,470,501	35,620	-	1,506,121
Nonoperating income				
Paycheck Protection Program debt discharge income	1,118,000	-	-	1,118,000
Government grants for capital acquisitions	148,325	-	-	148,325
Loss on debt refinancing	-	(34,673)	-	(34,673)
Total nonoperating income	1,266,325	(34,673)	-	1,231,652
Increase in net assets without donor restrictions	2,736,826	947	-	2,737,773
Changes in net assets with donor restrictions				
Contributions	40,000	-	-	40,000
Increase in net asset with donor restrictions	40,000	-	-	40,000
Increase in net assets	2,776,826	947	-	2,777,773
Net assets, beginning of year	2,089,761	1,534,812	-	3,624,573
Net assets, end of year	$ 4,866,587	$ 1,535,759	$ -	$ 6,402,346

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Schedule 3

As of June 30, 2020

	MSHC	MSCDC	ELIMINATION	TOTAL
Assets				
Current assets				
Cash and cash equivalents	$ 3,335,442	$ 488,467	$ -	$ 3,823,909
Restricted cash	78,578	-	-	78,578
Patient services receivable, net	646,271	-	-	646,271
Government grants receivable	467,760	-	-	467,760
Contract and other receivables	533,329	-	(44,611)	488,718
Prepaid expenses and other current assets	73,297	-	-	73,297
Total current assets	5,134,677	488,467	(44,611)	5,578,533
Long-term assets				
Property and equipment, net	2,623,056	3,355,803	-	5,978,859
Deposits and other assets	163,760	-	(121,578)	42,182
Total long-term assets	2,786,816	3,355,803	(121,578)	6,021,041
Total assets	$ 7,921,493	$ 3,844,270	$ (166,189)	$ 11,599,574
Liabilities and net assets				
Current liabilities				
Accounts payable	$ 329,626	$ 44,611	$ (44,611)	$ 329,626
Accrued expenses and other current liabilities	1,014,408	15,461	-	1,029,869
Refundable advance	578,105	-	-	578,105
Short-term note payable	484,000	-	-	484,000
Current portion of long-term debt	56,660	119,849	-	176,509
Total current liabilities	2,462,799	179,921	(44,611)	2,598,109
Long-term liabilities				
Lease deposits	-	121,578	(121,578)	-
Long-term debt, less current portion	3,368,933	2,007,959	-	5,376,892
Total long-term liabilities	3,368,933	2,129,537	(121,578)	5,376,892
Total liabilities	5,831,732	2,309,458	(166,189)	7,975,001
Net assets without donor restrictions	2,089,761	1,534,812	-	3,624,573
Total liabilities and net assets	$ 7,921,493	$ 3,844,270	$ (166,189)	$ 11,599,574

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Operations and Changes in Net Assets – Schedule 2

For the Year Ended June 30, 2020

	MSHC	MSCDC	ELIMINATIONS	TOTAL
Operating revenues and other support without donor restrictions				
Net patient service revenues	7,045,574	-	-	7,045,574
Contract revenue	1,792,439	-	-	1,792,439
Other operating revenue	596,990	323,680	(308,211)	612,459
Government grants	2,485,691	-	-	2,485,691
Contributions	35,973	-	-	35,973
Total operating revenues and other support without donor restrictions	11,956,667	323,680	(308,211)	11,972,136
Operating expenses				
Salaries and wages	7,270,657	-	-	7,270,657
Employee benefits	1,568,194	-	-	1,568,194
Insurance	54,511	-	-	54,511
Professional fees	1,146,554	7,000	-	1,153,554
Supplies and expenses	1,999,983	2,427	(308,211)	1,694,199
Depreciation and amortization	181,189	120,619	-	301,808
Interest expense	76,997	115,853	-	192,850
Total operating expenses	12,298,085	245,899	(308,211)	12,235,773
Increase (decrease) in net assets without donor restrictions	(341,418)	77,781	-	(263,637)
Net assets, beginning of year	2,431,179	1,457,031	-	3,888,210
Net assets, end of year	$ 2,089,761	$ 1,534,812	$ -	$ 3,624,573

MID-STATE
HEALTH CENTER

— BOARD OF DIRECTORS CONTACT LIST —

BOARD OFFICERS (5)

Peter Laufenberg, President Term Exp: 6/30/23	**Todd Bickford, Vice President** Term Exp: 6/30/23	**Carina Park, Secretary** Term Exp: 6/30/22
Mike Long, Treasurer C: (603) 254-7477 Term Exp: 6/30/22	**Timothy Naro, Immediate Past President** Term Exp: 6/30/23	

BOARD MEMBERS, ACTIVE (7)

Nicholas Coates, Director Term Exp: 6/30/24	**Isaac Davis, Director** Term Exp: 6/30/22	**Benoit Lamontagne, Director** Term Exp; 6/30/2024
Joseph Monti, Director Term Exp: 6/30/22	**Chelsea Salomon, Director** Term Exp: 6/30/24	**John Scheinman, Director** Term Exp: 6/30/24
Jarrett Stern, Director Term Exp: 6/30/2024		

BOARD MEMBERS, HONORARY (4)

Carol Bears, Director	**Ann Blair, Director**	**James Dalley, Director**
Cynthia Standing, Director		

[redacted]

William Sweeney

Objective

Seeking a challenging and rewarding job in finance and accounting within a medical office context.

Education

5/1997 Plymouth State College Plymouth, NH

Bachelor's of Science in Accounting

- Graduated Cum Laude with a 3.33 GPA on a 4.0 scale.
- Minor in Mathematics

8/2013 Plymouth State University Plymouth, NH

Master's Degree in Business Administration

- Graduate Certificate in Health Care Administration

Professional experience

1/1997-Present Mid-State Health Center Plymouth, NH

Chief Financial Officer

- Prepare financial statements, budgets, grant management, reconcile bank account and compile clinician productivity which is used to calculate their salary. Experience with billing office and hospital charges for PCP office, management of employees, use of MS Office and MSSQL

Chief Information Officer

- Supervise IT staff and work with contracted IT Company to make sure system is up-to-date, performing as needed and current hardware and software are working. Collaborate on future goals and needs as well as IT/IS projects.

References

Available upon request.

DR. ROBERT J. MACLEOD, DHA

Acute General Medical Rural Health Care, Long Term Care, and Behavioral Health Care Executive with documented success developing managed care strategies, integrating delivery systems, program and policy development, and improving quality and utilization management programs

SUMMARY OF QUALIFICATIONS

- Healthcare Executive with strengths in policy setting, project management, budget control, vendor negotiations, HR, process improvements, program development, community outreach, and facility expansion.
- Expert in staff training, development, and performance management to meet operating and financial goals with extensive experience in workforce diversity, team building, and group leadership.
- Process designer with extensive experience creating strategy and policy with stakeholders contributing through a collaborative approach, cutting through departmental, industry and cultural differences.
- Health Services Strategist using LEAN Framework steering any business challenge into a process, strategy and resource capabilities decision process with measurable objectives outcome.

PROFESSIONAL EXPERIENCE

MID-STATE HEALTH CENTER, PLYMOUTH, NH JUNE 2018 – PRESENT

CHIEF EXECUTIVE OFFICER **OCT 1 -**

- Oversees the recruitment, development, performance evaluation of employees
- Oversees the business and financial affairs of the clinic an-d fiscal management.
- Enhances operational effectiveness, emphasizing cost containment without jeopardizing important innovation or quality of care.
- Ensures clinic compliance with all regulatory agencies governing health care delivery and the rules of accrediting bodies.
- Encourages clinic integration within the community through effective communication. Represents the clinic in its relationships with other health organizations, government agencies, and third party payers.
- Provides leadership in developing, planning, and implementing the clinic's business plans.
- Serves as a non-voting member of the governing board and responsible for developing and implementing the clinic's mission and strategic plan, assists the board in developing and implementing strategic plans to support the clinic's philosophy & goals, informs board about trends, problems and medical activities to facilitate policy making.

CHIEF PROJECTS OFFICER **JUNE - OCT 1**

Oversees a wide variety of projects within the organization and identifies issues, provides solutions, delegate tasks and monitor progress to stay on schedule and on budget.

STATE OF NEW HAMPSHIRE, *Concord, NH* October 2002 - 2018

ADMINISTRATOR, GLENCLIFF HOME (LTCF- DEPARTMENT OF HEALTH AND SERVICES JUNE 2017 – 2018

Advisory responsibilities to the Administrator of the Glencliff Home including policy review, regulatory requirements, and CMS and USDOJ compliance.

- Established various policies and procedures necessary to meet CMS and OCR compliance
- Liaison for the State and USDOJ regarding Olmstead settlement to discharge residents to a less restrictive venue.
- Collaborate with clinical staff improve the delivery of services to residents by using LEAN methodology.
- Collaborate with senior management identifying strategies to maintain productive employee and union relations.
- Assisting the Nursing Director to establish a LPN program partnering with an existing accredited NH educational institution.
- Meet with residents to identify their needs and develop a plan for discharge to a community setting.
- Collaborate with activities staff identifying programs that are skill based.

2 **CEO, NEW HAMPSHIRE HOSPITAL (DEPARTMENT OF HEALTH AND HUMAN SERVICES)** JANUARY 2011- JUNE 2017

Responsible for overall operations including policy administration, regulatory compliance, and legislative interaction for behavioral health serving patients in all geographical regions of the state. New Hampshire Hospital is a Joint Commission accredited 168-bed inpatient psychiatric facility with 2500 admissions and discharges per year, a $70M operating budget, and 630 employees and a 35 member medical staff.

- Reduced operating budget by $8.5M in one year by consolidating support services and outsourcing the management of transitional services.
- Increased third-party reimbursement by facilitating timely authorizations and appeals, and using an IPPS coding methodology.
- Created a research infrastructure in collaboration with the Geisel School of Medicine at Dartmouth.
- Initiated study to determine the percentage of patients admitted with substance use issues
- Oversight of a project to facilitate the use of tele-psychiatry for underserved areas of the state with a focus on child psychiatry- (Implementation ongoing).
- Implemented a re-engineered post discharge program (Project Red). The first public-sector behavioral hospital to do so in the country.
- Implemented a patient-centered approach for the treatment of children and adolescents. Programming addresses mental health and behavioral issues.
- Enhanced co-occurring services for adolescent adult patients
- Implemented Peer Support services
- Collaborative agreement with Systemic-Therapeutic-Assessment-Respite-Treatment Program (START)
- Negotiated managed care contracts
- Electronic Health Record (EHR),and Computerized Physician Order Entry (CPOE)-(Implementation ongoing)

- Participating in NHDHHS Health Information Exchange Implementation Project
- Established 10-bed inpatient stabilization unit.

DIRECTOR OF MEDICAL & FORENSIC SERVICES (NH DEPARTMENT OF CORRECTIONS) OCTOBER 2002-2011

Direct the overall policy administration, regulatory compliance, and legislative lobbying for health and behavioral services for 4 state correctional facilities and 1 secured psychiatric facility (forensic hospital) with administrative oversight of 175 employees and $20M

SPEARE MEMORIAL HOSPITAL, *Plymouth, NH* (CAH) January 1982 – October 2002

EXECUTIVE VICE PRESIDENT & CHIEF OPERATING OFFICER February 2000 – October 2002

Senior Operating Executive with full strategic planning and P&L management responsibility of $20M in operating expenses accountable for all clinical, philanthropy, administrative, and support functions reporting to the CEO.

- Delivered unprecedented revenue for the Physician-Hospital Organization through building relationships and leading negotiations with managed care organizations driving $7.5M managed care operating revenues and $600K net revenues.
- Chaired Organizational-wide Strategic Planning Committee strategically mapping and implementing tactical action plans addressing financial, operational, and community program goals.
- Authored and achieved a $34K School Dental Program Health Care Grant enabling prophylaxis and reconstructive dental care for children in pre-school to high school.
- Spearheaded a $147K vocational grant process partnering with Plymouth Regional High School achieving a vocational program to introduce and prepare students for careers in the health profession.
- Initiated and established Infirmary services with the local university directly increasing Emergency, Radiology, and Laboratory services revenues by 5%.
- Directed the full-scale design and development of 2 new physician office buildings on time and under budget.
- Chaired and Member of hospital committees including Pharmacy and Therapeutic, Infection Control, Board of Trustees, Safety, Quality Improvement, and Leadership.

ASSOCIATE ADMINISTRATOR September 1995 – February 2000

Directed the daily operations and strategic planning of programs for the Nursing Department, Social Services, Pharmacy, Materials Management, Facility Services, Food and Nutritional Services, Public Relations, and Community Wellness.

DIRECTOR, SUPPORT SERVICES January 1982 – September 1995

ADDITIONAL EXPERIENCE

PLYMOUTH STATE UNIVERSITY, PLYMOUTH, NH **1999 -**
ADJUNCT PROFESSOR

GEISEL (DARTMOUTH) SCHOOL OF MEDICINE **2014 -**

ADJUNCT PROFESSOR

ACADEMIC EXPERIENCE

DHA, DOCTOR OF HEALTH ADMINISTRATION & POLICY (2003)
MEDICAL UNIVERSITY OF SOUTH CAROLINA — Charleston, SC
Doctoral Project: Perspective of Hospital Chief Executive or Chief Operating Officers Regarding the Hospital Accreditation and Certification Process
Honors Society

MASTERS – BUSINESS ADMINISTRATION (1996)
PLYMOUTH STATE COLLEGE — Plymouth, NH

BS, INTERDISCIPLINARY DEGREE – POLITICAL SCIENCE & BUSINESS MANAGEMENT (1994)
PLYMOUTH STATE COLLEGE — Plymouth, NH
Summa Cum Laude

ASSOCIATES IN ARTS – ACCOUNTING (1986)
NORTH SHORE COMMUNITY COLLEGE — Beverly, MA

ASSOCIATIONS

- President, Board of Directors, Mid-State Health Clinic (FQHC)
- Fellow, American College of Health Care Executives
- Former Member, Governor's Task Force on Certificate of Need Reform
- Past Chair and Member, Town of Thornton School Board
- Past Vice-Chair and Member, Pemi-Baker Regional High School Board
- Member, Waterville Valley Chamber of Commerce and Plymouth Chamber of Commerce
- Member, New Hampshire Charitable Foundation.
- Member, New Hampshire Mental Health Commission and New Hampshire Suicide Council.

WENDY LASCH-WILLIAMS

Executive Profile

Dynamic advancement professional with extensive project management experience from concept to implementation in the health care and non-profit environments. A highly-committed project leader with an energetic personality, collaborative nature, the proven ability to positively inspire others. Talents include identifying opportunities for growth; fund development; and implementing strategies to attain organization goals.

Skills Highlight

- Fund Development
- Change Management
- Community Engagement
- Marketing & Brand Development
- Team-oriented Leadership
- Skilled Facilitator

Professional Experience

DIRECTOR OF ADVANCEMENT & COMMUNICATIONS **10/2010 to Current**
Mid-State Health Center **Plymouth, NH**

- Established goals, objectives, and plans for advancement initiatives resulting in funding awards from private foundations, the State of New Hampshire, and Health Resources Services Administration and other funders.
- Lead and implement key initiatives at the local, state and national level which result in new revenue streams.
- Initiate and implement key communication strategies to improve public image and patient relations.
- Executed successful branding and marketing strategies.
- Resolved internal and external organizational communication challenges
- Facilitated the Patient Expert Advisory Team to ensure the patient perspective is considered as part of the organization's decision-making process
- Cultivated relationships with Board of Directors, funders, legislative representatives and community partners to further the mission of the organization.
- Managed annual fund reporting for private foundations and state and federal grants totaling over a $1 million dollars each year.
- Created a tool to analyze and assess the alignment of potential funding opportunities with the mission of the organization.
- Prepared submissions for major grant funding opportunities with a high rate of funding success.
- Established several strategies to improve organizational culture.
- Played a key role in the opening of a new facility including planning, proposal for funding, purchasing and launch.

ADVANCEMENT & OUTREACH COORDINATOR **10/2010 to 07/2011**
Communities for Alcohol and Drug-free Youth, Inc. **Plymouth, NH**

- Provided contracted advancement and outreach support to CADY, Inc.
- Conducted community-based outreach efforts as well as marketing and promotion of programs and activities.
- Launched a highly-successful fundraising event which is now an annual event for the organization.
- Conducted development activities including grant research and writing resulting in new funding
- opportunities.

ASSISTANT COORDINATOR **10/2008 to 08/2010**
Greater Plymouth Public Health Network **Plymouth, NH**

- Developed and supported implementation of a community outreach strategy for the regional public health emergency activities related to H1N1 which laid the foundation for future public health initiatives.
- Coordinated, promoted and implemented vaccination clinics in the Region.
- Engaged regional municipalities, health organizations, and other stakeholders to ensure successful implementation of the project.
- This public health outreach project required a high level of stakeholder engagement in a short amount of time. The region's efforts were identified as one of the most successful in the State.

ASSISTANT DIRECTOR **10/2007 to 03/2009**
Belknap County Core Coalition **Meredith, NH**

- Successfully developed and implemented a variety of public relations and multi-media marketing initiatives
- to expand Coalition membership and increase member collaboration and participation.
- Facilitated, coordinated and led youth activities related to Coalition initiatives.

PRINCIPAL/OWNER **06/2006 to 10/2010**
All That Matters, LLC **Bristol, NH**

- Provided fundraising and administrative support for area non-profit organization.
- Guided local municipality in the development of their Local Emergency Operations Plan.
- Conducted contracted family and marital mediation and court-appointed Guardian ad Litem services.

PROGRAM YOUTH SPECIALIST **10/2004 to 06/2007**
Franklin High School **Franklin, NH**

- Implemented the School-to-Work curriculum, teaching employment skills, practical math and reading skills, self-awareness skills, and life skills to high school students.
- Coordinated support services, leadership events, community service projects, job shadowing, and work-based learning opportunities.

TUTOR/PROGRAM ASSISTANT **08/2003 to 09/2004**
Laconia Out of School Youth Program **Laconia, NH**

- Implemented the national Jobs for America's Graduates curriculum, teaching employment skills, self-awareness skills, and life skills to out of school youth.
- Assisted in the planning and implementation of leadership activities, community service projects, and field trips.

ASSISTANT TO THE SUPERINTENDENT - Finance **03/2000 to 06/2001**
Newfound Area School District **Bristol, NH**

- Acted as liaison to the Superintendent in special projects such as capital improvement projects, equipment
- purchasing, annual maintenance contracts and building maintenance projects.
- Monitored and managed general ledger entries for $14 million budget to ensure fiscal responsibility across the organization.
- Managed and implemented a successful conversion to new accounting software.
- Processed bi-weekly payroll for 300+ employees and accounts payable for 150+ vendors.
- Started with the organization in 1997 as administrative support and was promoted to Assistant to the Superintendent.

Education

MBA: Healthcare Administration, 2014 Plymouth State University, Plymouth, NH
Bachelor of Science: Human Services Administration, 2010 Granite State College, Concord, NH
Certificate Program: Mediation and Conflict Management, 2002 Woodbury College, Montpelier, VT
Associate of Science: Business Management, 1990 Champlain College, Burlington, VT

Interests

Stand-up paddle boarding, running and reading.

Professional Affiliations

Member & President (2015-16), Bristol Rotary Club (2011 - present)
Member, Medical Group Management Association of NH (2011 - present)
Member, Medical Group Management Association (2011 - present)

Additional Information

Active member of the Tapply-Thompson Community Center Board and NH Marathon committee. Instrumental in the addition of a children's race as part of the NH Marathon. Co-hosted a regionally popular public access television production to highlight interesting activities in the Newfound community for two seasons (12 +/- episodes).

Angel Ekstrom, EdD

[redacted]

EDUCATION

Doctor of Education - Curriculum and Instruction, Argosy University, Sarasota, Florida, 2008

Certificate of Advanced Graduate Studies - Educational Leadership Plymouth State University, Plymouth, New Hampshire, 2004

Master of Science - Recreation Administration, University of Nebraska at Omaha, Omaha, Nebraska, 1998

Bachelor of Science - Interdisciplinary, Physical Education and Health, Southwest State University, Marshall, Minnesota, 1996

Associate of Arts - Anoka Ramsey Community College, Anoka, Minnesota, 1993

SELECTED PROFESSIONAL EXPERIENCE

2002- June 2014 Skills Application Teacher - 90% time split position between Academic Affairs and Student Affairs
Plymouth State University, Plymouth, NH
Manage the challenge course. 2002-2008
Health and Human Performance Department - Adventure Education (2002-2009)
Outdoor Center Coordinator

1998- 1999 Lead Wilderness Counselor, Lathrop Park Experiential Program, Walsenburg, CO

1991 - 1996Activities Coordinator / Counselor, Robert E. Miller (REM), Inc. - Minneapolis and Bloomington, MN and Marshall, MN

UNIVERSITY SERVICE

PAT Committees:
Athletic Council, 2004-2008, 201 1, 2012
PAT Observer to Student Senate, 2005-2006

Health & Human Performance (HHP) Department Committees:
Adventure Education Risk Management committee member, 2006-
present Faculty search committee, 2012.
Center for Active Living & Wellness Case Statement subcommittee member, 2006-2008
New Majors Orientation committee member, 2004-
2006 Open House Committee member, 2003-2006

Student Scholarship Committees,
Brennan Hart Scholarship committee member, 2003-2014
Outdoor Center Student Scholarships committee chair, 2007-201 1

Leadership Effectiveness and Development Series (L.E.A.D.S.) Presenter

PE Center Planning committee member, 2006-2008

Center for Rural Partnerships; Rural Health and Wellness Working Group member, 2006

PROFESSIONAL SERVICE

Association of Outdoor Recreation and Education (AORE)

Board of Directors (BOD) member, 2004-2007
Executive Council of AORE (treasurer), 2005-2007
Environmental Stewardship Committee BOD Liaison of AORE, 2006-2007
Northeast Regional Representative, 2005-2006

COMMUNITY OUTREACH, SERVICE, and CONSULTION

Center for Young Children and Families (Plymouth, NH) guest presenter: Bear Hang with Pulley System: How to Keep Food from Bears and Other Wildlife, December 2013
20th Anniversary for Rivers Management and Protection Programs (Plymouth, NN) August 2013
FAST Squad volunteer (Rumney, NH) 2005-2007
Fire Department volunteer (Rumney, NH) 2005-2007
Plymouth-Area Renewable Energy Initiative (PAREI) member & volunteer for local energy raisers, 2005-present • Search and Rescue Lake County volunteer (Leadville, CO) 1999-2001 • Lake County Parks & Recreation (Leadville, CO) o board member 1998-2000 0 Vice President 1998-2000
Leadership Leadville participant (Leadville, CO) 2000-2001
Challenge Course Facilitator Training & Local Operating Procedure Consulting o
University of Wisconsin, Stout o Mississippi Gulf Coast Community College
SELECTED TRAININGS
Suicide, Postvention Suicide, and Suicide Postvention Train the Trainer (April 2015)
Voices Against Violence 30 hour Training (Feb./March 201 5)
Leave No Trace Master Educator (Leave No Trace Center for Outdoor Ethics and National Outdoor Leadership School), 2009
Trip Leader Training (American Canoe Association), 2008
High 5 Adventure Learning Center Adventure Practitioners Symposium (Brattleboro, VT), 2007
Instructor Course (National Outdoor Leadership School 35 day training), 2000
Advanced Skills and Standards Workshop (Project Adventure 4 day training), 2002
Horse Packing Seminar (National Outdoor Leadership School), 2000
Women's Rock Seminar (National Outdoor Leadership School), 2000
Juvenile Detention Services training program (MN Department of Corrections), 1996
Time, Stress, and management training (Southwest Technical College, MN), 1996

RECOGNITIONS

Patricia A. Storer Award nominee (Plymouth State University) 2012
Distinguished Adjunct Teaching Award nominee (Plymouth State University, Office of the Provost and Vice President for Academic Affairs) 2007
Leave No Trace Master Educator Course Scholarship recipient (Association of Outdoor Education and Recreation) 2008
Instructor Course Scholarship recipient (National Outdoor Leadership School) 2000
Certificate of Appreciation 1998 (U.S. Department of the Interior National Park Service, Great Sand Dunes National Monument) 1998
Recognition for Research (NWBA/PVA National Basketball Camp) 1997
Most Valuable Player (University of NE at Omaha Wheelchair Basketball Team) 1997

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Mid-State Health Center

Name of Program: Regional Public Health Network Services

BUDGET PERIOD:

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Angel Ekstrom	PHN Coordinator	$68,307	100.00%	$68,307.20
Robert MacLeod	CEO	$213,358	0.00%	$0.00
Bill Sweeney	CFO	$155,000	0.00%	$0.00
Wendy Lasch-Williams	Grants & Programming Director	$140,000	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				**$68,307.20**

FORM NUMBER P-37 (version 12/11/2019)

Subject: Regional Public Health Network Services (RFA-2023-DPHS-02-REGIO-08)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage Street, Suite 230, Littleton, NH 03561	
1.5 Contractor Phone Number (603) 259-3700	1.6 Account Number See Attached	1.7 Completion Date 6/30/2024	1.8 Price Limitation $768,078
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Lauren Pearson 6128DD310AF3400... Date: 6/13/2022		1.12 Name and Title of Contractor Signatory Lauren Pearson Executive Director	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 843FB36F5BFD4C8... Date: 6/14/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844944458... On: 6/15/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS
Date 6/13/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Regional Public Health Network Account Numbers

05-95-90-901010-8011

05-95-90-903510-1114

05-95-92-920510-3380

05-95-90-902510-5178

05-95-90-902510-1956

05-95-90-903510-1113

05-95-90-902510-2495

05-95-92-920510-1981

05-95-92-920510-7040

05-95-90-901010-5771

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall serve as a lead organization to host Regional Public Health Network (RPHN) services to deliver a broad range of public health services within the North Country region, for the following programs within the Department of Health and Human Services (Department), Division of Public Health Services:

1.1.1. Substance Misuse Prevention.

1.1.2. Continuum of Care Facilitation.

1.1.3. Overdose Prevention Response.

1.1.4. Health Disparities Community Health Worker.

1.1.5. Public Health Advisory Council.

1.1.6. Public Health Emergency Preparedness.

1.2. The Contractor shall ensure that NH communities within this public health region are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services which include, but are not limited to:

1.2.1. Sustaining a regional Public Health Advisory Council (PHAC).

1.2.2. Overseeing RPHN staff to ensure they meet the core competencies of Public Health professionals.

1.2.3. Facilitating the implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), ranging from population-level strategies to targeted interventions aimed at high-risk individuals.

1.2.4. Planning for, and responding to, public health incidents and emergencies.

1.2.5. Contract administration and leadership.

Public Health services include:

1.2.6. Substance Misuse Prevention

1.2.6.1. The Contractor shall provide leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services. The Contractor shall:

1.2.6.1.1. Implement the strategic prevention model, in accordance with the Substance Abuse and Mental Health Services Administration

(SAMHSA) Strategic Prevention Framework that includes assessment, capacity development, planning, implementation, and evaluation.

1.2.6.1.2. Utilize a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. Regional data driven primary prevention approaches must be consistent with the Center for Substance Abuse Prevention (CSAP) categories but do not need to include all CSAP categories.

1.2.6.1.3. Support and advance the implementation of evidenced-informed approaches, programs, policies, and services within the RPHN region through community engagement and mobilization.

1.2.6.1.4. Advance, promote, and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.

1.2.6.1.5. Comply with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

1.2.6.1.6. Ensure substance misuse prevention is represented at PHAC meetings, and with a bi-directional exchange of information, to advance efforts of substance misuse prevention initiatives.

1.2.6.1.7. Assist as directed by the Department's Bureau of Drug and Alcohol Services (BDAS), with the Federal Block Grant Comprehensive Synar activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.

1.2.6.1.8. Ensure Substance Misuse Prevention Coordination and CoC Facilitation will:

1.2.6.1.8.1. Guided by the SPF and Assets and Gaps Analysis, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year strategic plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.

1.2.6.1.8.2. Develop annual work plans for Department approval that guides actions and includes outcome-based performance measures and in alignment with the three (3) year strategic plan. Based on changing and emerging local conditions adapt work plans as necessary with approval by the Department.

1.2.6.1.8.3. Report progress with the work plan and three (3) year strategic plan including outcomes in a Department approved database.

1.2.6.1.8.4. Maintain a substance misuse leadership team consisting of regional representatives with a special expertise in substance misuse prevention, early

intervention, treatment and recovery who can help guide and assist with awareness and advance substance misuse efforts in the region.

1.2.6.1.8.5. Produce and disseminate an annual report that demonstrates successes, challenges, outcomes from the previous year and projected goals for the following year.

1.2.6.1.8.6. Participate in RPHN Substance Misuse meetings as directed by BDAS.

1.2.7. Continuum of Care (CoC) Facilitation

1.2.7.1. The Contractor shall provide leadership and/or support for activities that assist in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor shall:

1.2.7.1.1. Engage regional partners in conducting a regional asset and gap analysis; and ongoing update of regional assets and gaps. The Contractor shall ensure regional partners include, but are not limited to:

1.2.7.1.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.

1.2.7.1.1.2. Primary health care providers.

1.2.7.1.1.3. Behavioral health care providers.

1.2.7.1.1.4. Other interested and/or affected parties.

1.2.7.1.2. Facilitate and/or provide support for initiatives that result in:

1.2.7.1.2.1. Increased awareness of and access to services.

1.2.7.1.2.2. Increased communication and collaboration among providers.

1.2.7.1.2.3. Increased capacity and delivery of services.

1.2.7.1.2.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.

1.2.7.1.2.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorway.

1.2.7.1.2.6. Work with statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:

1.2.7.1.2.6.1. Health service providers.

1.2.7.1.2.6.2. Public and charter schools and institutes of higher education.

1.2.7.1.2.6.3. Police and fire stations.

1.2.7.1.2.6.4. Municipal government buildings.

1.2.7.1.2.6.5. Businesses in every community of the region.

1.2.7.1.3. Engage regional stakeholders to assist with information dissemination.

1.2.8. Overdose Prevention Response

1.2.8.1. The Contractor shall conduct a three (3) year initiative to

disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RHPN. The Department shall provide guidance

1.2.8.1.1. Conduct a needs assessment to inform response efforts that include, but is not limited to:

1.2.8.1.1.1. Gathering existing regional and local level data related to alcohol and other drug overdoses.

1.2.8.1.1.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.

1.2.8.1.1.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include, but are not limited to:

1.2.8.1.1.3.1. Doorways

1.2.8.1.1.3.2. Recovery care organizations

1.2.8.1.1.3.3. Treatment providers

1.2.8.1.1.3.4. Law enforcement

1.2.8.1.1.3.5. Hospitals

1.2.8.1.1.4. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care, and distribute and disseminate resources.

1.2.8.1.2. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination

of prevention overdose materials and products.

1.2.8.2. The Contractor shall participate in Department trainings and meetings, as requested.

1.2.9. Health Disparities Community Health Worker

1.2.9.1. The Contractor shall provide a health disparities Community Health Worker (CHW) to support culturally and linguistically appropriate COVID-19 and other Social Determinants of Health (SDOH) related services.

1.2.9.2. The Contractor shall submit CHW-related documentation to the Department within 30 days of Agreement effective date, which shall include, but is not limited to:

1.2.9.2.1. Staff recruitment plan.

1.2.9.2.2. Training procedures.

1.2.9.2.3. Onboarding plan.

1.2.9.3. The Contractor shall ensure the CHW provides COVID-19 support services, including, but not limited to:

1.2.9.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.

1.2.9.3.2. Assisting with contact tracing, when required.

1.2.9.3.3. Cultural mediation among individuals, communities, and health and social service systems.

1.2.9.3.4. Culturally appropriate health education and information.

1.2.9.3.5. Care coordination, case management, and system navigation.

1.2.9.3.6. Coaching and social support by advocating for individuals and communities.

1.2.9.3.7. Direct services to clients with COVID-19 and their family or household members affected by COVID-19, which include, but are not limited to facilitating:

1.2.9.3.7.1. Access to COVID-19 testing within five (5) days of encounter

between the CHW and the client.

1.2.9.3.7.2. Access to the influenza vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.7.3. Access to the COVID-19 vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.

1.2.9.3.9. Providing and distributing educational information about COVID-19 vaccinations and general Department guidance for individual mitigation.

1.2.9.4. The Contractor shall ensure the CHW provides SDOH related services, which include, but are not limited to:

1.2.9.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:

1.2.9.4.1.1. Providing appropriate care coordination, case management, and connections to patient and family identified community and social services and referrals.

1.2.9.4.1.2. Assisting with maintaining and/or applying for social services within their community.

1.2.9.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.

1.2.9.4.1.4. Assisting vulnerable populations with navigating the healthcare system.

1.2.9.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.

1.2.9.4.1.6. Providing culturally appropriate health education on topics related to COVID-19, chronic disease prevention, physical activity, and nutrition.

1.2.9.4.1.7. Providing informal counseling, health screenings, and referrals.

1.2.9.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that include, but are not limited to:

1.2.9.4.1.8.1. Food insecurity supports.

1.2.9.4.1.8.2. Mental health supports.

1.2.9.4.1.8.3. Health care referrals.

1.2.9.4.1.8.4. Substance use disorder supports.

1.2.9.4.1.8.5. Educational supports and services.

1.2.9.4.1.8.6. Financial literacy.

1.2.9.4.1.8.7. Budgeting supports.

1.2.9.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.

1.2.9.4.1.8.9. Social Isolation supports.

1.2.9.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing services that include, but are not limited to:

1.2.9.4.2.1. Educating healthcare providers and stakeholders about community health needs.

1.2.9.4.2.2. Managing care and care transitions for vulnerable populations.

1.2.9.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.

1.2.9.4.2.4. Collecting data and relaying information to stakeholders to inform programs and policies.

1.2.9.4.2.5. Building community capacity to address health issues.

1.2.9.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.

1.2.9.4.3. Completing data tracking system forms to document the care coordination and case management of the patient and family.

1.2.9.5. The Contractor shall ensure the CHW documents encounters within the Contractor's data tracking system, upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The CHW shall obtain the following data, which includes but is not limited to:

1.2.9.5.1. Race.

1.2.9.5.2. Ethnicity.

1.2.9.5.3. Language.

1.2.9.5.4. Household income.

1.2.9.5.5. Marital status.

1.2.9.5.6. Age of parents.

1.2.9.5.7. Sexual orientation and/or gender identity.

1.2.9.5.8. Street address.

1.2.9.5.9. Town.

1.2.9.5.10. County.

1.2.9.5.11. Zip Code.

1.2.9.5.12. State.

1.2.9.5.13. Number of incarcerated parents (if applicable).

1.2.9.5.14. Phone number and/or email address.

1.2.9.5.15. Status of receiving benefits, if applicable, including, but not limited to:

1.2.9.5.15.1. Supplemental Nutrition Assistance Program (SNAP).

1.2.9.5.15.2. Child Care.

1.2.9.5.15.3. Medicaid.

1.2.9.5.15.4. Social Security.

1.2.9.5.15.5. Temporary Assistance for Needy Families (TANF).

1.2.9.5.15.6. Women, Infants, and Children (WIC) program.

1.2.9.6. The Contractor shall ensure the CHW participates in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.

1.2.9.7. The Contractor shall ensure the CHW participates in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.

1.2.10. Public Health Advisory Council

1.2.10.1. The Contractor shall coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

1.2.10.1.1. Maintain a set of operating guidelines or by-laws for the PHAC;

1.2.10.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team, with the authority to:

1.2.10.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

1.2.10.1.2.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.

1.2.10.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

1.2.10.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

1.2.10.1.2.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.

1.2.10.1.2.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.

1.2.10.1.3. Conduct, at minimum, biannual meetings of the PHAC.

1.2.10.1.4. Ensure the PHAC leadership team meets at least quarterly in order to:

1.2.10.1.4.1. Ensure meeting minutes are available to the public upon request.

1.2.10.1.4.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

1.2.10.1.5. Develop annual action plans for the services in this RFA, as advised by the PHAC.

1.2.10.1.6. Coordinate with the Department to collect, analyze, and disseminate data relative to the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

1.2.10.1.7. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of Substance Misuse Primary prevention coordination (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complimentary and shared public health outcomes.

1.2.10.1.8. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

1.2.10.1.9. Publish an annual report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community

1.2.10.1.10. Maintain a website that provides information to the public and agency partners, which includes but is not limited to, information on the PHAC, CHIP, SMPC, CoC facilitation, and PHEP programs.

1.2.10.1.11. Advance the work of RPHNs by conducting a minimum of four (4) educational and training programs annually to RPHN partners and others.

1.2.10.1.12. Educate partners and stakeholder groups, including elected officials, on the PHAC

1.2.10.1.13. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.2.11. Public Health Emergency Preparedness

1.2.11.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity for partner organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. The Contractor shall:

1.2.11.1.1. Ensure all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions.

1.2.11.1.2. Coordinate and convene, at minimum, quarterly regional PHEP planning committee and/or workgroup to:

1.2.11.1.2.1. Improve regional emergency response plans.

1.2.11.1.2.2. Improve the capacity for partner entities to mitigate, prepare for, respond to and recover from public health emergencies.

1.2.11.1.2.3. Convene, at minimum, quarterly meetings of the regional PHEP committee and/or workgroup.

1.2.11.1.2.4. Ensure and document committee and/or workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA), annually.

1.2.11.1.3. Maintain a three (3) year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by the CDC.

1.2.11.1.4. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

1.2.11.1.5. Submit an annual work plan based on a template provided by the Department.

1.2.11.1.6. Sponsor, and organize the logistics for, a minimum of two (2) trainings annually for regional partners.

1.2.11.1.7. Collaborate with the Department's Division of Public Health Services (DPHS), the Community Health Institute, NH Fire Academy, Granite State Health Care Coalition, and other training providers to implement training programs.

1.2.11.1.8. Revise the RPHEA based on guidance from the Department. The Contractor shall:

1.2.11.1.8.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by the Department.

1.2.11.1.8.2. Develop new appendices based on priorities identified by the Department using templates provided by the Department.

1.2.11.1.8.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

1.2.11.1.8.4. Participate in workgroups to develop or revise components of the RPHEA convened by the Department or the agency contracted to provide training and technical assistance to RPHNs.

1.2.11.1.9. Understand the hazards and social conditions that increase vulnerability within the public

health region including, but not limited to, SDOH factors. The Contractor shall:

1.2.11.1.9.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

1.2.11.1.9.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

1.2.11.1.10. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning for and response to a public health incident or emergency.

1.2.11.1.11. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

1.2.11.1.12. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

1.2.11.1.13. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

1.2.11.1.14. Maintain the capacity to utilize Web Based Emergency Operations Center (WebEOC), the State's emergency management platform, during incidents or emergencies.

1.2.11.1.15. Provide training as needed to individuals to participate in emergency management using WebEOC.

1.2.11.1.16. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

1.2.11.1.17. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

1.2.11.1.18. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the Department's SNS Coordinator to identify appropriate actions and priorities that include, but are not limited to:

1.2.11.1.18.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans.

1.2.11.1.18.2. Annual submission of either ORR or self-assessment documentation.

1.2.11.1.18.3. ORR site visit as scheduled by the CDC and the Department.

1.2.11.1.18.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

1.2.11.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:

1.2.11.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.

1.2.11.1.19.2. Uploading, at least annually, a complete inventory to a Health

Information Management System (HIMS) identified by the Department.

1.2.11.1.20. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector. The Contractor shall:

1.2.11.1.20.1. Maintain proficiency in the volunteer management system supported by the Department.

1.2.11.1.20.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.

1.2.11.1.20.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

1.2.11.1.20.4. Conduct quarterly notification drills of volunteers.

1.2.11.1.21. Participate, as requested by the Department, in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

1.2.11.1.22. Participate, as requested by the Department, in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

1.2.11.1.23. Plan and implement targeted vaccination clinics, as requested by the Department, ensuring clinics take place at locations where individuals at-risk for vaccine preventable

disease can be accessed, according to guidance issued by the Department.

1.2.12. Public Health Emergency Preparedness: COVID-19 Response

1.2.12.1. Emergency Operations

1.2.12.1.1. The Contractor shall enact emergency operations across the RPHN for COVID-19 efforts by:

1.2.12.1.1.1. Activating the region's Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.

1.2.12.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.

1.2.12.1.1.3. Assessing the region's public health and healthcare system training needs.

1.2.12.1.1.4. Providing training designed to improve the region's public health and healthcare system response.

1.2.12.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2.12.1.1.6. Supporting the Coos County mobile van.

1.2.12.1.1.7. School based vaccination clinics, as requested by the Department.

1.2.12.2. Responder Safety and Health

1.2.12.2.1. The Contractor shall ensure the health and safety of the public health response in the RPHN, including but not limited to:

1.2.12.2.1.1. Implementing staff resiliency programs, information, and

referrals to responder mental health support.

1.2.12.2.1.2. Determining responder safety and health gaps and implementing corrective actions.

1.2.12.2.1.3. Documenting and tracking the RPHN's personal protective equipment inventory.

1.2.12.3. Identification of Vulnerable Populations

1.2.12.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.

1.2.12.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.

1.2.12.4. Information Sharing and Public Information

1.2.12.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public, including, but not limited to:

1.2.12.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.2.12.4.1.2. Monitoring local news stories and social media postings to determine if information is accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.2.12.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders, to harmonize response messaging.

1.2.12.5. Distribution and Use of Medical Materials

1.2.12.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.2.12.5.1.1. Maintaining ability for vaccine-specific Cold Chain management.

1.2.12.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.2.12.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.2.12.5.1.4. Planning and prioritizing limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.2.12.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.2.12.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.2.12.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with all policies and procedures put forth by the Department.

1.2.12.5.3. The Contractor will utilize the Department's loaned assets to expand upon their

personnel's ability to utilize the CDC's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIS) or another system as designated by the Department to input vaccine data. The Contractor agrees to the following terms regarding the use of loaned assets:

1.2.12.5.3.1. As applicable and subject to the terms and conditions of this Agreement, the Department may provide the user with assets. This is a non-transferable right for the user to use the assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An asset inventory reflecting the deployed assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.

1.2.12.5.3.2. As applicable, the Contractor agrees to use and operate the assets only in conjunction with the appropriate business use, as determined by the Department, unless otherwise agreed upon by mutual written consent.

1.2.12.5.3.3. As applicable, the Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install, and maintain all

additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining security standards including but not limited to antivirus software, patching and software updates.

1.2.12.5.3.4. As applicable, the Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support may be provided by the Department's Immunization Program.

1.2.12.5.3.5. As applicable, the Contractor understands and agrees that the Department retains ownership of the loaned assets, and further agrees to return the assets to the Department in good working condition when no longer needed for the identified business need or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.2.12.5.3.6. As applicable, prior to returning laptop, iPads, and/or other mobile or storage devices to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique

unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST Special Publication 800-88 Rev.1, or later for guidelines at https://csrc.nist.gov/publications/sp800.

1.2.12.6. Surge Staffing

1.2.12.6.1. The Contractor shall activate mechanisms for surging public health responder staff.

1.2.12.6.2. The Contractor shall recruit, enroll, activate, train, and deploy volunteers, including but not limited to:

1.2.12.6.2.1. Medical Reserve Corps (MRC).

1.2.12.6.2.2. Citizens Emergency Response Teams (CERT).

1.2.12.6.2.3. Public Health Coordination with Healthcare Systems.

1.2.12.6.3. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.

1.2.12.6.4. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s) and/or at the Department's direction.

1.2.12.7. Biosurveillance

1.2.12.7.1. The Contractor shall conduct surveillance and case identification, as needed and as requested by the Department, including, but not limited to:

1.2.12.7.1.1. Public health epidemiological investigation activities such as contact follow-up.

1.2.12.7.1.2. Assessing risk of travelers and other persons with potential COVID-19 exposures.

1.2.12.7.1.3. Enhancing surveillance systems to provide case-based and aggregate epidemiological data.

1.2.12.7.1.4. Ensuring data management systems are in place and meet the needs of the jurisdiction.

1.2.12.7.1.5. Ensuring efficient and timely data collection.

1.2.12.7.1.6. Ensuring ability to rapidly exchange data with public health partners and other relevant partners.

1.2.12.8. Vaccine Preventable Disease Prevention

1.2.12.8.1. The Contractor shall coordinate with local community-based agencies for the administration of vaccines supplied by the New Hampshire Immunization Program (NHIP) to New Hampshire residents as directed by the Department. The Contractor shall:

1.2.12.8.1.1. Make copies of standing orders, emergency interventions/protocols and instructions on Vaccine Adverse Event Reporting System (VAERS) reporting available at all clinics.

1.2.12.8.1.2. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

1.2.12.8.1.3. Procure necessary supplies to conduct vaccine clinics,

including, but not limited to, emergency management medications, equipment, and needles.

1.2.12.8.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:

1.2.12.8.2.1. Annually submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP to ensure that all listed requirements are met.

1.2.12.8.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.12.8.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator; and hourly when the vaccine is stored outside of the primary refrigerator unit.

1.2.12.8.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.12.8.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.12.8.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.

1.2.12.8.2.7. Track each vaccine dose provided by NHIP.

1.2.12.8.2.8. Perform the following actions if a temperature excursion or adverse event occurs:

1.2.12.8.2.8.1. Immediately quarantine the vaccine in a temperature appropriate setting, separating it from other vaccines and labeling it "DO NOT USE".

1.2.12.8.2.8.2. Immediately contact the manufacturer to explain the event duration and temperature information to determine if the vaccine is still viable.

1.2.12.8.2.8.3. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion by contacting the NHIP and faxing incident forms.

1.2.12.8.2.8.4. Submit a Cold Chain Incident Report along with a Data Logger report to NHIP within 24 hours of temperature excursion occurrence.

1.2.12.8.3. Within 24 hours of the completion of every clinic:

1.2.12.8.3.1. Update the State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.12.8.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

1.2.12.8.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.12.8.3.4. Submit the following totals to NHIP outside of the vaccine ordering system:

1.2.12.8.3.4.1. Total number of individuals vaccinated by age ranges, vaccine formulation and other

demographic indicators as determined by the Department.

1.2.12.8.3.4.2. Total number of vaccines wasted.

1.2.12.8.3.5. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:

1.2.12.8.3.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.12.8.3.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.12.8.3.5.3. Future strategies and plans for increasing the number of vaccinated individuals.

1.2.12.8.3.5.4. Suggestions on how state level resources may aid increasing the number of vaccinated individuals

1.2.12.8.3.6. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional vaccine promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.

1.2.12.9. COVID-19 Vaccinations

1.2.12.9.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or "target populations"), including, but not limited to:

1.2.12.9.1.1. Racial minority populations.

1.2.12.9.1.2. Ethnic minority populations.

1.2.12.9.1.3. Individuals experiencing homelessness.

1.2.12.9.1.4. Individuals experiencing housing instability.

1.2.12.9.1.5. Rural communities.

1.2.12.9.2. The Contractor may assist the Department and/or partners in planning and conducting mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with policies.

1.2.12.9.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine

confidence through education, outreach, and partnerships in the target populations. The Contractor shall:

1.2.12.9.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19 vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:

1.2.12.9.3.2. Federally Qualified Health Centers.

1.2.12.9.3.3. Community Mental Health Centers.

1.2.12.9.3.4. Community-based Organizations.

1.2.12.9.3.5. City Health Departments.

1.2.12.9.3.6. Faith-based Organizations.

1.2.12.9.3.7. Local barbers and hairdressers.

1.2.12.9.3.8. Community Colleges.

1.2.12.9.3.9. Schools.

1.2.12.9.4. Conduct outreach to populations including, but not limited to, those who:

1.2.12.9.4.1. Experience disproportionately high rates of COVID-19 and related deaths.

1.2.12.9.4.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the CDC.

1.2.12.9.4.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.

1.2.12.9.4.4. Are likely to have low acceptance of, or confidence in, COVID-19 vaccines.

1.2.12.9.4.5. Have a history of mistrust in health authorities or the medical establishment.

1.2.12.9.4.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

1.2.12.9.5. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

1.2.12.9.6. Conduct outreach to assess individuals' readiness to receive a vaccination.

1.2.12.9.7. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.

1.2.12.9.8. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.

1.2.12.9.9. Participate in meetings with the Department, as requested by the Department.

1.2.12.9.10. Attend NHIP trainings.

1.2.12.9.11. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.

1.2.12.9.12. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.

1.2.12.10. The Contractor shall procure resources, equipment, and/or supplies as needed to establish and operate

vaccine clinics, which shall include, but not be limited to:

1.2.12.10.1. Coordinating, operating, and managing clinics.

1.2.12.10.2. Procuring communication devices and services, which may include, but are not limited to:

1.2.12.10.2.1. Two-way radios.

1.2.12.10.2.2. Cell phones.

1.2.12.10.2.3. Wi-Fi.

1.2.12.10.2.4. Computers.

1.2.12.10.3. Procuring disposable supplies, which may include, but are not limited to:

1.2.12.10.3.1. Generator fuel.

1.2.12.10.3.2. Propane.

1.2.12.10.3.3. Oil.

1.2.12.10.3.4. Batteries.

1.2.12.10.4. Procuring clinical supplies, which may include, but are not limited to:

1.2.12.10.4.1. Syringes.

1.2.12.10.4.2. Needles

1.2.12.10.4.3. Alcohol wipes.

1.2.12.10.4.4. Band aids.

1.2.12.10.4.5. Stickers.

1.2.12.10.5. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.

1.2.12.10.6. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.

1.2.12.10.7. Recruiting, training, and scheduling vaccine clinic staff to provide services which include, but are not limited to:

1.2.12.10.7.1. Administering vaccines.

1.2.12.10.7.2. Participating in training, as requested.

1.2.12.10.7.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.

1.2.12.10.8. Reimbursing mileage costs for vaccine clinic staff, Contractor's staff, and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

1.2.13. Training and Technical Assistance Requirements

1.2.13.1. The Contractor shall participate in training and technical assistance as follows:

1.2.13.1.1. Public Health Advisory Council

1.2.13.1.1.1. Attend semi-annual meetings of PHAC leadership convened by Department's DPHS and/or BDAS.

1.2.13.1.1.2. Complete a technical assistance needs assessment.

1.2.13.1.2. Public Health Emergency Preparedness

1.2.13.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).

1.2.13.1.2.2. Complete a technical assistance needs assessment.

1.2.13.1.2.3. Attend a minimum of two (2) trainings per year offered by Department's DPHS and/or EPRR or the agency contracted by the Department's DPHS to provide training programs.

1.2.13.1.3. Substance Misuse Prevention Coordination and Continuum of Care Facilitation

1.2.13.1.3.1. Attend community of practice meetings and/or activities.

1.2.13.1.3.2. Work with designated BDAS technical assistance and data and/or evaluation vendors to develop metrics and measures to evaluate outcomes and use the appropriate measures and tools to demonstrate outcomes.

1.2.13.1.3.3. Attend all regularly scheduled RPHN substance misuse meetings.

1.2.13.1.3.4. Attend additional meetings, conference calls and webinars as required by the Department.

1.2.13.1.3.5. SMPC lead staff shall be credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification

and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board.

1.2.13.1.3.6. SMPC lead staff must attend required training, Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.

1.2.13.1.3.7. CoC facilitation lead staff must be familiar with the SPF and RROSC systems development within NH.

1.3. Reporting

1.3.1. The Contractor shall participate in site visits, which includes but is not limited to:

1.3.1.1. Participating in an annual site visit conducted by the Department's DPHS and/or BDAS that includes all funded staff, the contract administrator and financial manager.

1.3.1.2. Participating in site visits and technical assistance specific to a single scope of work.

1.3.1.3. Submitting other information that may be required by federal and state funders during the contract period.

1.3.2. The Contractor shall provide reports for the PHAC that include, but are not limited to, submitting quarterly PHAC progress reports using an online system administered by the Department's DPHS.

1.3.3. The Contractor shall provide reports for SMP that include, but are not limited to:

1.3.3.1. Submitting quarterly SMP Leadership Team meeting agendas and minutes.

1.3.3.2. Ensuring three (3) year plans are current and posted to RPHN website, and that any revisions to plans are approved by the Department's BDAS.

1.3.3.3. Submitting annual work plans and annual logic models with short-, intermediate-, and long-term measures.

1.3.3.4. Inputting data on a monthly basis by the 20th business day of the month to an online database per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures Federal Block Grant. The Contractor shall ensure data includes but is not limited to:

1.3.3.4.1. Number of individuals served or reached.

1.3.3.4.2. Demographics.

1.3.3.4.3. Strategies and activities per IOM by the six (6) activity types.

1.3.3.4.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.

1.3.3.4.5. Percentage of evidence-based strategies.

1.3.3.5. Submitting annual reports.

1.3.3.6. Providing additional reports or data as required by the Department.

1.3.3.7. Participating and administering the Regional SMP Stakeholder Survey in alternate years.

1.3.4. The Contractor shall provide Reports for Continuum of Care that include, but are not limited to:

1.3.4.1. Submitting updates on regional assets and gaps assessments, as required.

1.3.4.2. Submitting updates on regional CoC development plans, as indicated.

1.3.4.3. Submitting quarterly reports, as indicated.

1.3.4.4. Submitting year-end reports, as indicated.

1.3.5. The Contractor shall complete a monthly report supplied by the Department that includes, but is not limited to:

1.3.5.1. Type and number of activities conducted.

1.3.5.2. Type and number of Naloxone and Naloxone kits distributed including where, and to whom.

1.3.5.3. Demographics of individuals served including:

1.3.5.3.1. Age

1.3.5.3.2. Gender

1.3.5.3.3. Race

1.3.5.3.4. Ethnicity

1.3.5.3.5. Housing status

1.3.5.4. Inventory of Naloxone and Naloxone kits.

1.3.5.5. Communities (towns and cities) served within the region.

1.3.5.6. Barriers to Distribution and Dissemination Plan.

1.3.6. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department:

1.3.6.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by DPHS.

1.3.6.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.

1.3.6.3. Final After-Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.

1.3.6.4. Other information that may be required by federal and state funders during the contract period.

1.3.7. The Contractor shall submit quarterly reports, which shall include, but are not limited:

1.3.7.1. Description of activities performed, resulting impacts, individuals and families served, and other outcomes.

1.3.7.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.

1.3.7.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

1.3.7.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

1.3.7.5. Potential barriers and solutions identified in the past

quarter for low vaccine uptake in specific communities.

1.3.7.6. Efforts, successes, and challenges experienced in providing community engagement.

1.3.7.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.

1.3.7.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received results disaggregated by the following age ranges:

1.3.7.8.1. 5-11 years old.

1.3.7.8.2. 12-17 years old.

1.3.7.8.3. 18 years and older.

1.3.7.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:

1.3.7.9.1. 5-11 years old.

1.3.7.9.2. 12-17 years old.

1.3.7.9.3. 18 years and older.

1.3.7.9.4. Any other age group eligible for COVID-19 vaccination.

1.3.7.10. Number of collaborating agencies/services identified as part of CHW-led intervention.

1.3.7.11. Number and percentage of clients with one or more identified co-morbidities through the EMR.

1.3.7.12. Number and percentage of resources provided in a primary language other than English.

1.3.7.13. Number and percentage of in-community visits with CHW clients at locations other than the Contractor's.

1.3.7.14. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.

1.3.7.15. Percentage of clients who identify one or more unmet need.

1.3.7.16. Number and percentage of identified unmet needs that are met with assistance of the CHWs.

1.3.7.17. Number and percentage of clients who have completed CHW encounter form and patient questionnaire.

1.3.7.18. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:

1.3.7.18.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.

1.3.7.18.2. Number of other navigation and support services to address COVID-19 risk factors.

1.3.7.18.3. Number of referrals completed through closed loop referral system.

1.3.7.18.4. Number of referrals for COVID-19 vaccination/vaccine support by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.

1.3.7.19. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.

1.3.7.20. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).

1.3.7.21. Number and percentage of CHW clients able to access COVID-19 vaccine within fourteen (14) days of first CHW encounter.

1.3.7.22. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.

1.3.7.23. Number and type of trainings provided to CHWs supported by COVID Health Disparities funding.

1.4. Performance Measures

1.4.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.1. Public Health Advisory Council

1.4.1.1.1. Documented organizational structure for the PHAC, including but not limited to:

1.4.1.1.1.1. Vision or mission statements.

1.4.1.1.1.2. Organizational charts.

1.4.1.1.1.3. Agreements.

1.4.1.1.1.4. Meeting minutes.

1.4.1.1.1.5. Documentation that the PHAC membership represents public health stakeholders and the covered populations.

1.4.1.1.1.6. CHIP evaluation plan that demonstrates positive outcomes each year.

1.4.1.1.1.7. Publication of an annual report to the community.

1.4.1.2. Public Health Emergency Preparedness

1.4.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review, based on prioritized recommendations from the Department.

1.4.1.2.2. Response rate and percentage of staff responding during staff notification, acknowledgement and assembly drills.

1.4.1.2.3. Percentage of requests for activation met by the Multi-Agency Coordinating Entity.

1.4.1.2.4. Percentage of requests for deployment during emergencies met by partnering agencies and volunteers.

1.4.1.3. Substance Misuse Primary Prevention Coordination and Continuum of Care Facilitation:

1.4.1.3.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to

measure the effectiveness of the agreement as follows:

1.4.1.3.1.1. Increased leadership within the RPHN to plan, implement, monitor and evaluate progress in meeting goals in the three year strategic plan.

1.4.1.3.1.2. Increased section engagement in understanding local conditions related to substance misuse, planning and carrying out the activities and strategies in the three year strategic plan.

1.4.1.3.1.3. Increase linkages and coordination with behavioral and medical health providers to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.

1.4.1.3.1.4. Increase in resource allocation within the region to address substance misuse issues.

1.4.1.3.1.5. Decrease in the use of alcohol and other drugs in the region as identified in the three year strategic plan.

1.4.1.3.1.6. Decrease in the consequences of alcohol and other drugs in the region as identified in the three year strategic plan.

1.4.1.3.1.7. As measured by a RPHN Community Mobilization Survey Tool designed by the Department and the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health (NSDUH), and other identified data sources.

1.4.2. 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.

1.4.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.

1.4.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

1.4.5. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

4. Records

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

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. 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.

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department 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
Regional Public Health Network Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 92% Federal funds from:
      1.1.1. Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
      1.1.2. Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
      1.1.3. Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
      1.1.4. Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
      1.1.5. National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
      1.1.6. Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
      1.1.7. Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, as awarded on August 27, 2020, by the Centers for Disease Control and Prevention, CFDA 93.391, FAIN NH95OT000031.
   1.2. 8% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY 23 Budget through Exhibit C-2 SFY 24 Budget.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   4.3. Identifies and requests payment for allowable costs incurred in the previous month.

   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

   8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. 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.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Contractor Name: *North Country Health Consortium*

Budget Request for: *Regional Public Health Network*

Budget Period *SFY 23*

Indirect Cost Rate (if applicable) 19.70%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	Health Disparities Community Health Worker
1. Salary & Wages	$27,924	$19,415	$46,364	$6,240	$116,325	$15,388	$7,562
2. Fringe Benefits	$6,283	$4,369	$10,432	$1,404	$26,173	$3,462	$1,702
3. Consultants							
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$150	$1	$100	$0	$0	$50	$100
5.(a) Supplies - Educational					$3,000		
5.(b) Supplies - Lab							
5.(c) Supplies - Pharmacy							
5.(d) Supplies - Medical							
5.(e) Supplies Office	$375	$152	$594	$300	$2,236	$494	$1,799
6. Travel	$1,700	$300	$1,750	$300	$3,825	$750	$884
7. Software	$1,640	$1	$1	$60	$2,000	$50	$1
8. (a) Other - Marketing/Communications	$50	$50	$50	$50	$1,000	$700	$500
8. (b) Other - Education and Training		$475			$4,000		
8. (c) Other - Other (specify below)							
Other (Volunteer Liability Insurance)	$750						
Other (Expenses)		$300			$6,092		
Other (please specify)							
Other (please specify)							
9. Subrecipient Contracts	$3,500				$6,000		
Total Direct Costs	$42,372	$25,063	$59,291	$8,354	$170,651	$20,894	$12,548
Total Indirect Costs	$7,628	$4,937	$11,661	$1,646	$32,436	$4,106	$2,452
Subtotals	$50,000	$30,000	$70,952	$10,000	$203,087	$25,000	$15,000
						TOTAL	$404,039

DS

Contractor Initials

Date 6/13/2022

New Hampshire Department of Health and Human Services

Contractor Name: *North Country Health Consortium*

Budget Request for: *Regional Public Health Network*

Budget Period *SFY 24*

Indirect Cost Rate (if applicable) 19.70%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse
1. Salary & Wages	$28,761	$19,740	$45,340	$6,427	$119,814
2. Fringe Benefits	$6,471	$4,442	$10,201	$1,445	$26,958
3. Consultants	$0	$0	$0	$0	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$500	$100	$500	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0	$2,475
5.(b) Supplies - Lab	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0
5.(e) Supplies Office	$500	$96	$1,249	$82	$1,302
6. Travel	$1,682	$300	$1,750	$250	$2,980
7. Software	$1,100	$1	$1	$50	$2,030
8. (a) Other - Marketing/Communications	$0	$300	$100	$100	$1,000
8. (b) Other - Education and Training	$0	$100	$249	$0	$2,000
8. (c) Other - Other (specify below)					
Other (Volunteer Liability Insurance)	$750	$0	$0	$0	
Other (Expenses)	$0	$0	$0	$0	$6,092
Other (please specify)	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$2,501	$0	$0	$0	$6,000
Total Direct Costs	$42,265	$25,079	$59,390	$8,354	$170,651
Total Indirect Costs	$7,735	$4,921	$11,562	$1,646	$32,436
Subtotals	**$50,000**	**$30,000**	**$70,952**	**$10,000**	**$203,087**
				TOTAL	**$364,039**

Contractor Initials DS

Date 6/13/2022

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

DS

Vendor Initials _____

6/13/2022
Date _____

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: North Country Health Consortium

DocuSigned by:
Lauren Pearson
0120DB510AF9400...

6/13/2022
Date

Name: Lauren Pearson
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Vendor Name: North Country Health Consortium

6/13/2022
Date

DocuSigned by:
Lauren Pearson
B128DC51DAF3468...
Name: Lauren Pearson
Title: Executive Director

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 DS

Date 6/13/2022

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: North Country Health Consortium

6/13/2022
Date

DocuSigned by:
Lauren Pearson
612B0D510AF3468...
Name: Lauren Pearson
Title: Executive Director

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.

DS

Exhibit G

Contractor Initials _____

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

Date 6/13/2022

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: North Country Health Consortium

6/13/2022
Date

DocuSigned by:
Lauren Pearson
6128DD310AF3488...
Name: Lauren Pearson
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: North Country Health Consortium

6/13/2022
Date

DocuSigned by:
Lauren Pearson
0126DD510AF3400...
Name: Lauren Pearson
Title: Executive Director

Contractor Initials DS
Date 6/13/2022

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Busines

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

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

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

Department of Health and Human Services	North Country Health Consortium
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Lauren Pearson
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/14/2022	6/13/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (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: North Country Health Consortium

6/13/2022
Date

DocuSigned by:
Lauren Pearson
Name: Lauren Pearson
Title: Executive Director

Contractor Initials DS
Date 6/13/2022

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: 017711198

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

   X NO _____ YES

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

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

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

   X NO _____ X 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: N/A Amount: N/A

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 05, 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: **301456**

Certificate Number: **0005757540**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Shannon Bates, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of North Country Health Consortium.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called, and held on October 21, 2021, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Lauren Pearson, Executive Director, and/or Michael Lee, Board President are duly authorized on behalf of North Country Health Consortium 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: 10/14/22

Signature of Elected Officer
Name: Shannon Bates
Title: Board Secretary

DocuSign Envelope ID: D7DB51E5-8394-4F9E-B278-9BD2B88B8D92

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patricia Bigelow-Emery	
Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584	PHONE (A/C, No, Ext): (603) 788-2555	FAX (A/C, No): (603) 788-3901
	E-MAIL ADDRESS: pemery@gms-ins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Companies	
INSURER B: Eastern Alliance Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
North Country Health Consortium Inc
262 Cottage Street, Suite 230
Littleton NH 03561

COVERAGES **CERTIFICATE NUMBER:** CL2251813942 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2366980	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB799334	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01-0000114697-04	01/01/2022	01/01/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Health Consortium
NH Worker's Compensation--Excluded officers are Michael Lee, Kenneth Gordon, & Shannon Bates. This certificate of insurance 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, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

CERTIFICATE HOLDER

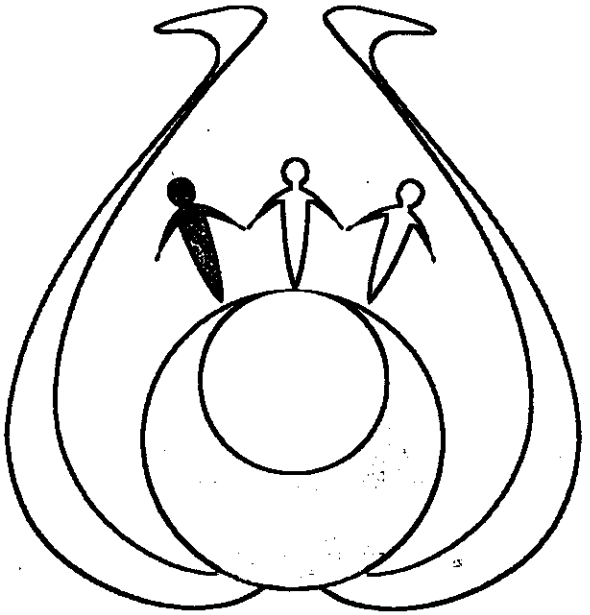
State of NH, DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

North Country Health Consortium



Leading innovative collaboration to improve the health status of northern New Hampshire

PEISCH

CPAs & Advisors Since 1920

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2020 AND 2019

100 YEARS

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2020 and 2019, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the 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.

Auditor's 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 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 the auditor's 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.

A.M. PEISCH & COMPANY, LLP

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1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road
Suite 402
West Lebanon, NH 03784
(603) 306-0100

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 financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2020 and 2019, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

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, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis 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 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 information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2021, on our consideration of North Country Health Consortium, Inc. and Subsidiary'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. 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 North Country Health Consortium, Inc. and Subsidiary's 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 North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.

A.M. Peisch & Company, LLP

St. Albans, Vermont
June 30, 2021
VT Reg. No. 92-0000102

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2020 AND 2019

	2020	2019
ASSETS		
Current assets		
Cash and cash equivalents	$ 845,232	$ 947,618
Accounts receivable, net		
Grants and contracts	629,416	1,011,598
Certificates of deposit	127,357	126,701
Prepaid expenses	30,448	33,068
Restricted cash - IDN	3,286,548	2,340,257
Total current assets	4,919,001	4,459,242
Property and equipment:		
Computers and equipment	147,392	147,392
Dental equipment	10,815	10,815
Furnitures and fixtures	30,045	30,045
Vehicles	18,677	18,677
Accumulated depreciation	(195,673)	(181,007)
Property and equipment, net	11,256	25,922
Other assets		
Restricted cash - IDN	-	400,000
Total other assets	-	400,000
Total assets	$ 4,930,257	$ 4,885,164
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	$ 112,673	$ 204,323
Accrued expenses	-	13,389
Accrued wages and related liabilities	249,311	354,015
Deferred revenue	3,460,523	2,849,839
Total current liabilities	3,822,507	3,421,566
Long-term liabilities		
Deferred revenue - Long term portion	-	400,000
Total liabilities	3,822,507	3,821,566
Net assets		
Without donor restrictions	1,107,750	1,063,598
Total net assets	1,107,750	1,063,598
Total liabilities and net assets	$ 4,930,257	$ 4,885,164

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	2020	2019
Support:		
Grant and contract revenue	$ 4,583,870	$ 4,956,424
Revenue:		
Dental patient revenue	6,511	15,462
Fees for programs and services	1,576,685	1,733,329
Interest income	5,862	6,337
Other income	2,791	2,050
Total revenue	1,591,849	1,757,178
Total support and revenue	6,175,719	6,713,602
Program expenses:		
Workforce	1,363,456	2,201,736
Public health	158,303	108,996
Molar	33,786	103,152
Friendship house	2,238,081	2,390,474
CSAP	1,807,093	1,670,554
Total program expenses	5,600,719	6,474,912
Management and general	530,848	495,512
Total expenses	6,131,567	6,970,424
Loss on sale of property and equipment	-	(2,952)
Change in net assets	44,152	(259,774)
NET ASSETS, beginning of the year	1,063,598	1,323,372
NET ASSETS, end of the year	$ 1,107,750	$ 1,063,598

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Workforce	Public Health	Molar	Friendship House	CSAP	Total Program	Management & General	Total
Personnel:								
Salaries	$ 561,712	$ 115,871	$ 20,075	$ 1,388,157	$ 1,065,129	$ 3,150,944	$ 293,198	$ 3,444,142
Payroll taxes and employee benefits	113,597	21,067	4,101	318,201	216,231	673,197	42,983	716,180
Subtotal	675,309	136,938	24,176	1,706,358	1,281,360	3,824,141	336,181	4,160,322
Site expenses:								
Computer fees	7,893	1,049	870	17,188	22,906	49,906	8,334	58,240
Medical and pharmacy supplies, MOA	530,081	7,247	6,606	16,012	324,598	884,544	31,848	916,392
Office supplies	2,929	547	156	28,107	18,264	50,003	3,559	53,562
Food	-	-	-	44,187	-	44,187	-	44,187
Subtotal	540,903	8,843	7,632	105,494	365,768	1,028,640	43,741	1,072,381
General:								
Bad debts	-	-	-	78,532	-	78,532	-	78,532
Depreciation	-	-	-	-	-	-	14,666	14,666
Dues, memberships, education, and subscriptions	89,601	-	(6)	3,742	441	93,778	11,430	105,208
Staff development	225	-	-	-	2,335	2,560	724	3,284
Equipment and maintenance	342	1,484	12	5,450	2,908	10,196	1,210	11,406
Rent and occupancy	14,371	2,323	321	214,799	22,307	254,121	70,208	324,329
Insurance	3,200	1,040	131	5,902	6,420	16,693	8,505	25,198
Miscellaneous	1,503	-	52	7,162	4,247	12,964	(11,073)	1,891
Payroll processing fees	-	110	-	430	100	640	15,829	16,469
Postage	762	89	45	1,091	1,121	3,108	1,129	4,237
Printing	1,551	250	83	7,295	3,567	12,746	1,516	14,262
Professional fees	5,435	895	180	66,863	20,492	93,865	9,627	103,492
Training fees and supplies	13,435	3,754	-	6,994	37,351	61,534	-	61,534
Travel	8,743	1,966	1,028	6,803	29,260	47,800	3,324	51,124
Telephone	5,734	387	73	17,199	10,156	33,549	13,786	47,335
Vehicle expense	-	65	-	3,967	-	4,032	-	4,032
Event facility fees	2,342	159	59	-	19,260	21,820	10,045	31,865
Subtotal	147,244	12,522	1,978	426,229	159,965	747,938	150,926	898,864
Total expenses	$ 1,363,456	$ 158,303	$ 33,786	$ 2,238,081	$ 1,807,093	$ 5,600,719	$ 530,848	$ 6,131,567

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2019

	Workforce	Public Health	Molar	Friendship House	CSAP	Total Program	Management & General	Total
Personnel:								
Salaries	$ 969,231	$ 72,859	$ 72,634	$ 1,454,659	$ 831,437	$ 3,400,820	$ 306,627	$ 3,707,447
Payroll taxes and employee benefits	186,721	15,348	13,385	296,250	156,563	668,267	47,097	715,364
Subtotal	1,155,952	88,207	86,019	1,750,909	988,000	4,069,087	353,724	4,422,811
Site expenses:								
Computer fees	10,804	830	990	17,033	8,027	37,684	4,468	42,152
Medical and pharmacy supplies, MOA	646,669	1,810	8,811	28,179	396,126	1,081,595	834	1,082,429
Office supplies	6,044	2,800	324	45,308	25,439	79,915	17,126	97,041
Food	-	-	-	74,719	-	74,719	-	74,719
Subtotal	663,517	5,440	10,125	165,239	429,592	1,273,913	22,428	1,296,341
General:								
Bad debt	-	-	-	12,153	-	12,153	-	12,153
Depreciation	-	-	3,134	3,735	-	6,869	20,443	27,312
Dues, memberships, education, and subscriptions	145,997	30	265	16,659	478	163,429	9,571	173,000
Education and training	1,299	626	201	293	1,449	3,868	262	4,130
Equipment and maintenance	20,044	-	-	4,597	14,128	38,769	2,517	41,286
Rent and occupancy	44,146	3,773	921	222,397	31,257	302,494	21,088	323,582
Insurance	5,520	1,188	930	7,989	4,371	19,998	5,213	25,211
Miscellaneous	24,114	-	(2,285)	2,491	13,183	37,503	5,969	43,472
Payroll processing fees	115	50	-	995	131	1,291	9,140	10,431
Postage	1,130	69	65	1,277	785	3,326	691	4,017
Printing	3,800	180	250	4,690	4,935	13,855	1,863	15,718
Professional fees	9,327	793	386	136,619	5,895	153,020	11,740	164,760
Training fees and supplies	36,593	2,983	83	11,655	73,172	124,486	13,586	138,072
Travel	50,677	4,704	2,094	22,416	50,437	130,328	7,139	137,467
Telephone	10,014	953	397	20,608	6,033	38,005	1,141	39,146
Vehicle expense	-	-	567	5,752	-	6,319	(162)	6,157
Event facility fees	29,491	-	-	-	46,708	76,199	9,159	85,358
Subtotal	382,267	15,349	7,008	474,326	252,962	1,131,912	119,360	1,251,272
Total expenses	$ 2,201,736	$ 108,996	$ 103,152	$ 2,390,474	$ 1,670,554	$ 6,474,912	$ 495,512	$ 6,970,424

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 44,152	$ (259,774)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	14,666	27,312
Bad debt expense	78,532	12,153
Loss on sale of property and equipment	-	2,952
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	303,650	(56,789)
Accounts receivable - Dental services	-	898
Prepaid expenses	2,620	(11,712)
Increase (decrease) in operating liabilities:		
Accounts payable	(91,650)	(191,716)
Accrued expenses	(13,389)	4,406
Accrued wages and related liabilities	(104,704)	88,298
Deferred revenue	210,684	595,419
Net cash provided by operating activities	444,561	211,447
CASH FLOWS FROM INVESTING ACTIVITIES		
Reinvestment of certificates of deposit interest	(656)	(636)
Proceeds from sale of property and equipment	-	2,001
Net cash provided (used) by investing activities	(656)	1,365
CASH FLOWS FROM FINANCING ACTIVITIES		
Net increase in cash, cash equivalents, and restricted cash	443,905	212,812
Beginning cash, cash equivalents, and restricted cash	3,687,875	3,475,063
Ending cash, cash equivalents, and restricted cash	$ 4,131,780	$ 3,687,875

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the consolidated statements of financial position that sums to the total of the same sunch amounts as shown in the consolidated statements of cash flows.

Cash and cash equivalents	$ 845,232	$ 947,618
Restricted cash - IDN - Short term	3,286,548	2,340,257
Restricted cash - IDN - Long term	-	400,000
Total cash, cash equivalents, and restricted cash	$ 4,131,780	$ 3,687,875

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Activities and Summary of Significant Accounting Policies

Nature of activities

North Country Health Consortium, Inc. and Subsidiary (NCHC) (the Organization) is a not-for-profit health center chartered under the laws of the State of New Hampshire. The Organization's mission is to lead innovative collaboration to improve the health status of the region. NCHC is engaged in promoting and facilitating access to services and programs that improve the health status of the area population, provide health training and educational opportunities for healthcare purposes, and provide region-wide dental services for an underserved and uninsured residents.

The Organization's wholly owned subsidiary, North Country ACO (the ACO), is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. A nominal cash balance remains and activities have ceased.

The Organization's primary programs are as follows:

Workforce – To provide workforce education programs.

Public Health – To coordination of public health networks, and promote community emergency response plan.

Molar – To sustain a program offering oral health services for children and low income adults in northern New Hampshire.

Friendship House – A residential facility to provide patient drug and alcohol treatment and recovery.

CSAP – To conduct community substance abuse prevention activities.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Financial statement presentation

Financial statements presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, *Financial Statement of Not-for-Profit Organizations* and the provisions of Accounting Standards Update (ASU) No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-or-Profit Entities*. Under ASU No. 2016-14, the Organization is required to report information regarding its financial position and activities according to two classes of net assets; net assets without donor restrictions and net assets with donor restrictions. The Organization had no net assets with donor restrictions at September 30, 2020 and 2019.

Basis of accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

The Organization uses the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., measurable and earned. Measurable refers to the ability to quantify in monetary terms the amount of the revenue and receivable. Expenses are recognized when they become liable for payment.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of North Country Health Consortium, Inc. and its wholly owned subsidiary, North Country ACO. All inter-company transactions and balances have been eliminated in consolidation.

Use of estimates

In preparing the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of risk

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with private, federal, and state agencies. As a result, the Organization may be vulnerable to the consequences of change in the availability of funding sources and economic policies at the agency level. The Organization generally does not require collateral to secure its receivables.

Revenue recognition

Below are the revenue recognition policies of the Organization:

Grant and Contract Revenue
Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant or contract requirements.

Dental Patient Revenue
Dental services are recorded as revenue within the fiscal year related to the service period.

Fees for Programs and Services
Fees for programs and services are recorded as revenue in the period the related services were performed.

Cash and cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Restricted cash - IDN

Restricted cash – IDN consists of advanced funding received from The State of New Hampshire Department of Health and Human Services for the Integrated Delivery Network program (IDN). The original advance of funds of $2,000,000 is to be used to fund the Organization's cost of administering the IDN over a period of five years, beginning in fiscal year 2017. The remaining balance is to be distributed to participants.

For the years ending September 30, 2020 and 2019, these amounts were restricted as follows:

	2020	2019
Administration fee to the Organization	$ 400,000	$ 800,000
Distributions to participants	2,886,548	1,940,257
	$ 3,286,548	$ 2,740,257

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstances when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for estimated contractual adjustments for dental service of $0 as of September 30, 2020 and 2019, and an allowance for doubtful accounts for grants and contracts of $0 and $25,000 as of September 30, 2020 and 2019, respectively. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

The Organization has three certificates of deposit that may be withdrawn without penalty with one financial institution. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from .49% to .75%, and mature at various dates through February 2022.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. The Organization generally capitalizes property and equipment with an estimated useful life in excess of one year and installed costs over $2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and equipment	3-7 years
Dental equipment	5-7 years
Furniture and fixtures	5-7 years
Vehicles	5 years

Depreciation expense totaled $14,666 and $27,312 for the years ended September 30, 2020 and 2019, respectively.

Deferred revenue

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

Net assets

The Organization is required to report information regarding its financial position and activity according to two classes of net assets: without donor restrictions and with donor restrictions.

Net assets without donor restrictions – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Net assets with donor restrictions – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no net assets with donor restrictions at September 30, 2020 and 2019.

Income taxes

The Organization and the ACO are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. The Organization had no unrelated business income activity subject to taxation for the years ended September 30, 2020 and 2019.

The Organization had adopted the provisions of FASB ASC 740-10. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Based on management's evaluation, management has concluded that there were no significant uncertain tax positions requiring recognition in the financial statements at September 30, 2020 and 2019.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Although the Organization is not currently the subject of a tax examination by the Internal Revenue Service or the State of New Hampshire, the Organization's tax years ended September 30, 2017 through September 30, 2020 are open to examination by the taxing authorities under the applicable statue of limitations.

Functional expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Activities. Expenses are charged to programs based on direct expenses incurred and certain costs, including salaries and fringe benefits, are allocated to the programs and supporting services based upon related utilization and benefit.

Change in accounting principle

The Organization adopted the provisions of Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash* during the current year. The ASU is required to be applied on a retrospective basis to all periods presented. Restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling beginning-of-year and end-of-year total amounts show on the consolidated statements of cash flows. In addition, when cash, cash equivalents, and restricted cash (or restricted cash equivalents) are presented in more than one line item in the consolidated statements of financial position but are reported as one line item on the consolidated statements of cash flows, a schedule of amounts disaggregated by the line item in which they appear in the consolidated statements of financial position must be provided and agree to the total amount of cash, cash equivalents and restricted cash or restricted cash equivalents at the end of the corresponding period in the consolidated statements of cash flows. Accordingly, the consolidated statements of cash flows have been modified to reflect the requirements of the ASU.

Implementation of new accounting pronouncements

Management is reviewing the following Accounting Standards Updates (ASU) issued by the Financial Accounting Standards Board, which are effective for future years, for possible implementation and to determine their effect on the Organization's financial reporting.

ASU No. 2015-14, *Revenue from Contracts with Customers*. This ASU includes new revenue measurement and recognition guidance, as well as required additional disclosures. The ASU is effective for annual reporting beginning after December 15, 2019, and interim reporting periods within annual reporting beginning after December 15, 2020. The effect of this ASU has not been quantified.

ASU No. 2016-02, *Leases (Topic 842)*. This ASU requires lessees to recognize the following for all leases (with the exception of short-term leases) at the commencement date; (1) a lease liability, which is the lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use asset which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. For short-term leases (term of twelve months or less), a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes the election, it should recognize lease expense for such leases generally on a straight-line basis over the lease term. The ASU is effective for annual periods beginning after December 15, 2021, and interim reporting periods with fiscal years beginning after December 15, 2022. The effect of this ASU has not been quantified.

Note 2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. Their bank accounts at the institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per financial institution. Cash balances at the institutions did not exceed federally insured limits as of September 30, 2020, but may have exceeded the limits during the year. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2020.

The Organization manages credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances ranged from .05% to .15% as of September 30, 2020.

Note 3. Operating Leases

The Organization leases office space in Littleton, NH under a three year operating lease that expires in October 2020. The Organization has the option to renew the lease for two additional years. Subsequent to year end, the Organization renewed the lease for three years expiring in May 2024 with two one-year renewal options.

The Organization operates the Friendship House, an outpatient drug and alcohol treatment facility and program. The Organization leases the premises under a five-year operating lease that expires March 2023, with minimum monthly rent and CAM fee payments of $19,582. The CAM fee portion is to be adjusted annually. Effective December 31, 2020, the lease was terminated.

The Organization leases satellite offices in Lebanon, NH, Berlin, NH, Tamworth, NH, Woodsville, NH, Conway, NH, and Plymouth, NH under month-to-month operating lease agreements.

In addition, the Organization leases various copiers with lease terms ranging from thirty-six months to sixty months, expiring on various dates through March 2023.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2021	$ 83,713
2022	75,524
2023	77,412
2024	52,461
Thereafter	-
	$ 289,110

Lease expense for the aforementioned leases was $303,477 and $323,073 for the years ended September 30, 2020 and 2019, respectively.

Note 4. Deferred Revenue

The summary of the components of deferred revenue as of September 30, are as follows:

	2020	2019
Deferred Revenue - IDN	$ 3,232,344	$ 2,992,839
Deferred Revenue - Other	228,179	257,000
Total	$ 3,460,523	$ 3,249,839

Deferred revenue - IDN

Under the terms of an agreement between the Centers for Medicare and Medicaid Services (CMS) and the State of New Hampshire Department of Health and Human Services, various Integrated Delivery Networks (IDN) are to be established within geographic regions across the state to develop programs to transform New Hampshire's behavioral health delivery system by strengthening community-based mental health and substance use disorder services and programs to combat the opioid crisis. The Organization has been designated to be the administrative lead of one of these IDNs.

In September 2016, the Organization was awarded a five-year demonstration project from the CMS, passed through the State of New Hampshire Department of Health and Human Services. At that date, the Organization was advanced $2,413,256 upon fulfillment of the condition of successful submission and state approval of an IDN Project Plan. Of that amount, $2,000,000 will be retained by the Organization as administrative fees for five years and the remaining funds will be disbursed to participants. For years two through five, the IDNs will continue to earn performance-based incentive funding by achieving defined targets and any funds received will be passed through to the participants.

Note 5. Line of Credit

The Organization entered into a line of credit agreement with a local bank. The Organization has $500,000 of available borrowing capacity under this line of credit, of which all is unused. The line of credit bears interest at the Wall Street Journal Prime Rate plus .50% and is secured by all assets of the Organization. The line of credit is due on demand and matured February 2020. The line of credit was not renewed.

Note 6. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2020 and 2019.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were $220,452 and $279,120 for the years ended September 30, 2020 and 2019, respectively. Outstanding amounts due to these organizations as of September 30, 2020 and 2019 amounted to $2,000 and $200, respectively. Outstanding amounts due from these organizations as of September 30, 2020 and 2019 amounted to $5,810 and $1,000, respectively.

Note 7. Retirement Plan

During the year, the Organization terminated its defined contribution savings and investment plan under section 403(b) and adopted a plan under section 401(k) of the Internal Revenue Code. Under the 403(b) plan, all employees who are 21 years of age or older were eligible to participate in the plan. Under the 401(k), all employees are eligible, regardless of age. Under both plans, there is no service requirement to participate in the Plan. Employer contributions did not change. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are $50 for each part-time employee and $100 for each full-time employee. Employer contributions for the years ended September 30, 2020 and 2019 were $71,815 and $77,366, respectively.

Note 8. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise of the following:

Cash and cash equivalent	$	845,232
Accounts receivable, net		
Grants and contracts		629,416
Certificates of deposit		127,357
	$	1,602,005

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures.

Note 9. Commitment and Contingencies

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained. Management estimates that any potential liability related to such audits will be immaterial.

Note 10. Federal Reports

Additional reports, required by *Government Auditing Standards* and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

Note 11. Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of a coronavirus (COVID-19) a pandemic. As a result, economic uncertainties have arisen which may further negatively impact the Organization's financial operations. Other financial impact could occur though such potential impact is unknown at this time.

Note 12. Subsequent Events

Effective December 30, 2020, the Organization ceased operation of Friendship House, a drug and alcohol treatment facility and program.

In April 2020, the Organization obtained a Payroll Protection Plan loan in the amount of $798,800 to cover expenses incurred during the year ended September 30, 2020. The Organization has elected to recognize the revenue once the qualifying expenses have been incurred. Subsequent to year end, the loan was forgiven. Revenue in the amount of $798,800 has been included in the consolidated statement of activities and changes in net assets for the year ended September 30, 2020 as qualifying expenses were incurred during that period.

Subsequent to year end, the Organization was awarded a Coronavirus Relief Fund grant in the amount of $550,000. The funds are to be used for operational costs of the Friendship House not otherwise covered as a result of reduced census and services due to COVID-19 for the period March 1, 2020 to December 30, 2020. Qualifying reimbursements in the amount of $100,687 for the period of March 1, 2020 to September 30, 2020 have been included as revenue in the consolidated statement of activities and changes in net assets for the year ended September 30, 2020.

The Organization has evaluated subsequent events through June 30, 2021, the date the financial statements were available to be issued.

PEISCH

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NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

ADDITIONAL REQUIRED REPORTS

September 30, 2020

100 YEARS

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Grant No.	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S Department of Health and Human Services				
Direct Programs:				
Network Development	93.912	D06RH28031		$ 208,316
Rural Health Care Services Outreach Program (Opioid)	93.912	D04RH31641		200,139
Rural Health Opioid Program	93.912	H1URH32387		282,485
Rural Communities Opioid Response Implementation	93.912	GA1RH33527		264,722
				955,662
Drug-Free Communities (SAMHSA)	93.276	1H79SP021539-01		129,854
Total direct programs:				1,085,516
Passed through the State of New Hampshire:				
Public Health Emergency Preparedness	93.074		U90TP000535	64,787
COVID-19	93.074		U90TP000535	4,110
Hep A Vaccination	93.074		U90TP000535	5,739
Lead	93.074		U90TP000536	14,528
MRC	93.074		U90TP000536	8,608
				97,772
SAP	93.243		SP020796	285,360
Young Adult Strategies	93.243		SP020796	80,667
				366,027
School-Based Immunization	93.268		H23IP00757	14,167
Continuum of Care	93.959		TI010035	35,122
Substance Misuse Prevention.	93.959		TI010035	68,935
Public Health Advisory Council	93.959		TI010035	31,825
Substance Use Disorder (BDAS)	93.959		TI010035-14	87,881
Substance Use Disorder (BDAS)	93.959		TI010035	16,647
				240,410
Substance Use Disorder (SOR)	93.788		H79T10S16W	138,300
Substance Use Disorder (SOR)	93.788		H79T1081685	42,500
				180,800
Community Health Workers	93.757		NU58DP004821	34,193
Total passed through the State of New Hampshire:				933,369
Passed through the University of Dartmouth Area Health Education Center:				
AHEC Supplement	93.107		U77HP03627-15-01	10,046
Area Health Education Centers	93.107		U77HP03627-09-01	81,368
				91,414
Total Expenditures of Federal Awards				$ 2,110,299

See accompanying notes to schedule of expenditures of federal awards.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards For the Year Ended September 30, 2020

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2020. The information in this Schedule is presented in accordance with the 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). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2. Summary of Significant Accounting Policies

(1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance whereby certain types of expenditures are not allowable or are limited as to reimbursement.

(2) Pass-through entity identifying numbers are presented where available.

(3) The Organization did not elect to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

INDEPENDENT AUDITOR'S REPORT 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 Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

We have audited, in accordance with the 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 North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2020, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated June 30, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered North Country Health Consortium, Inc. and Subsidiary'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 consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization'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.

A.M. PEISCH & COMPANY, LLP

401 Water Tower Circle, Suite 302, Colchester, VT 05446, (802) 654-7255
P.O. Box 460, Rutland, VT 05702, (802) 773-2721
30 Congress Street, Suite 201, St. Albans, VT 05478, (802) 527-0505
1020 Memorial Drive, St. Johnsbury, VT 05819, (802) 748-5654
24 Airport Road, Suite 402, West Lebanon, NH 03784, (603) 306-0100

Compliance and Other Matters

As part of obtaining reasonable assurance about whether North Country Health Consortium, Inc. and Subsidiary's consolidated 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 Organization'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 Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A.M. Peisch & Company, LLP

St. Albans, Vermont
June 30, 2021
VT Reg. No. 92-0000102

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2020. North Country Health Consortium, Inc. and Subsidiary's major federal program is 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 statues, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of North Country Health Consortium, Inc. and Subsidiary'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 North Country Health Consortium, Inc. and Subsidiary'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 North Country Health Consortium, Inc. and Subsidiary's compliance.

A.M. PEISCH & COMPANY, LLP

401 Water Tower Circle, Suite 302, Colchester, VT 05446, (802) 654-7255
P.O. Box 460, Rutland, VT 05702, (802) 773-2721
30 Congress Street, Suite 201, St. Albans, VT 05478, (802) 527-0505
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24 Airport Road, Suite 402, West Lebanon, NH 03784, (603) 306-0100

Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary 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 September 30, 2020.

Report on Internal Control Over Compliance

Management of North Country Health Consortium, Inc. and Subsidiary is 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 North Country Health Consortium, Inc. and Subsidiary'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 North Country Health Consortium, Inc. and Subsidiary'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.

A.M. Peisch & Company, LLP

St. Albans, Vermont
June 30, 2021
VT Reg. No. 92-0000102

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs For the Year Ended September 30, 2020

A. SUMMARY OF AUDITOR'S RESULTS

1. The independent auditor's report expresses an unmodified opinion on whether the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary were prepared in accordance with GAAP.

2. No material weakness or significant deficiencies relating to the audit of the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.

3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.

5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal program.

6. There were no audit findings that are required to be reported in this schedule in accordance with 2 CFR Section 200.516(a).

7. The program tested as a major program was U.S. Department of Health and Human Services – Rural Health Care Services: Network Development, Rural Healthcare Services Outreach Program(opioid), Rural Health Opioid Program and Rural Communities Opioid Response Implementation (CFDA Number 93.912).

8. The threshold for distinguishing Types A and B programs was $750,000.

9. North Country Health Consortium, Inc. and Subsidiary was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the consolidated financial statements for the year ended September 30, 2020.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

There were no reported findings related to the audit of the federal program for the year ended September 30, 2020.

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Summary Schedule of Prior Audit Findings
For the Year Ended September 30, 2020

2019 and 2018 – AUDITs OF MAJOR FEDERAL AWARD PROGRAMS

2019: There were no reported findings related to the audit of the major federal program for the year ended September 30, 2019.

2018: There were no reported findings related to the audit of the major federal program for the year ended September 30, 2018.

North Country HEALTH CONSORTIUM

2021 - 2022 Board of Directors

OFFICERS

Michael Lee, President **Weeks Medical Center** President 173 Middle Street Lancaster, NH 03584 Phone: 603-788-5030 Email: michael.lee@weeksmedical.org AA: lisa.tetreault@weeksmedical.org Serving NCHC since November 2016 Board President since: February 2020	***Ken Gordon, Vice-President*** **Coos County Family Health Services** Chief Executive Officer 54 Willow Street Berlin, NH 03570 Phone: 603-752-3669 x 4018 Email: kgordon@ccfhs.org Serving NCHC since March 2015 Board VP since: November 2020
Suzanne Gaetjens-Oleson, Treasurer **Northern Human Services** Regional Mental Health Administrator 87 Washington Street Conway, NH 03818 Phone: 603-447-8137 Email: sgaetjens@northernhs.org Serving NCHC since November 2018 Board Treasurer since: November 2020	***Shannon Bates, Secretary*** **North Country Serenity Center** 5 Hilltop Manor Ext. Littleton, NH 03561 Phone: 603-444-1300 Cel: 603-991-3212 Email: s.howland@northcountryserenitycenter.org Serving NCHC since November 2021 Board Secretary since: March 2022

DIRECTORS

Scott Colby **Upper Connecticut Valley Hospital** President and CEO 181 Corliss Road Colebrook, NH 03576 Phone: 603-388-4110 Email: scolby@ucvh.org AA: pehly@ucvh.org *(Paula)* Serving NCHC since March 2020	***Ed Duffy, MD*** **Littleton Regional Healthcare** Executive Vice President, Chief Medical Officer 600 St. Johnsbury Road Littleton, NH 03561 Phone: 603-444-9579 Email: eduffy@lrhcares.org AA: randross@lrhcares.org (Rhonda) Serving NCHC since November 2019
Margo Sullivan **Androscoggin Valley Home Care** Interim Executive Director 795 Main Street Berlin, NH 03570 Phone: 603-752-7505 x 817 Email: msullivan@avhomecare.org Serving NCHC since May 2022	***Jeanne Robillard*** **Tri-County Community Action Program** Chief Operating Officer 30 Exchange St. Berlin, NH 03570 Phone: 603-752-7001 Email: jrobillard@tccap.org Serving NCHC since June 2017

North Country HEALTH CONSORTIUM

2021 - 2022 Board of Directors

Heidi Barker **UNH CoOp ext.** Work: 629A Main Street Lancaster, NH 03584 Phone: 603-788-4961 Cel: 603-631-0978 Email: Heidi.Barker@unh.edu Serving NCHC since September 2021	***Michael Peterson*** **Androscoggin Valley Hospital** President & CEO 59 Page Hill Road Berlin, NH 03570 Phone: Email: michael.peterson@avhnh.org AA: jillian.hammond@avhnh.org Serving NCHC since November 2020
Vacant Seat **Ammonoosuc Community Health Services** 25 Mount Eustis Road Littleton, NH 03561 Phone: Cell: Email: Serving NCHC since	***Kristina Fjield-Sparks*** **NH AHEC Director** 37 Dewey Field Road Hanover, NH Phone: Cel: Email: Serving NCHC since
Mark Bonta **Genfoot America** 673 Industrial Park Road Littleton, NH 03561 Work: 603-444-2668 ext. 11 Cel: Email: mbonta@genfoot.com Serving NCHC since November 2021	***Tiffany Haynes*** **North Country Home Health and Hospice Agency** Work: Phone: Cel: Email: thaynes@nchhha.org Serving NCHC since November 2021
Jaimie D'Alessandro **North Country Serenity Center** Phone: 603-444-1300 Cel: 603-726-1352 Email: j.dalessandro@northcountryserenitycenter.org Serving NCHC since November 2021	***Ann Duffy*** **Cottage Hospital** CFO Swiftwater Road Woodsville, NH Phone: 603-747-9244 Email: aduffy@cottagehospital.org Serving NCHC since May 2022

North Country HEALTH CONSORTIUM

2021 - 2022 Board of Directors

W:\ADMINISTRATION\Board\Member Information\Board Demographics\2022-0525 Board list.docx

Executive Director for North Country Health Consortium

LAUREN PEARSON, MSW

[redacted]
WATERFORD, VT

PERSONAL OBJECTIVE

Experienced leader and clinician with a focus in health care administration, integrative healthcare, grants management, and a passion for ensuring that all patients are provided with high-quality clinical care. Seeking a company requiring bold and competent leadership. Bringing a history of success in strategy, operations, team building, and communication to maximize quality healthcare, revenue, productivity, and growth within the service community.

SKILLS & EXPERTISE

- Effective in high-profile executive roles
- Corporate strategy & development specialist
- Consistently deliver mission-critical results
- Healthcare management for community health centers

AWARDS

- LifeSpring Leader of the Year 2018
- Leadership of Southern Indiana Graduate
- Centra Health Legend Award Nominee

EDUCATION

- Master of Social Work (GPA 4.0), Boise State University, Boise, ID
- B.S. Clinical Psychology & Research (GPA 3.58), Liberty University, Lynchburg, VA

RELATED WORK EXPERIENCE

North Country Health Consortium

The North Country Health Consortium (NCHC) is a 501 (c) (3), not-for-profit rural public health network serving Northern Grafton and Coos Counties. NCHC was created in 1997 as a vehicle for addressing common issues through collaboration among health and human service providers serving Northern New Hampshire.

EXECUTIVE DIRECTOR, OCTOBER 2021 - PRESENT

- Supervise the Senior Leadership Team
- Supervise operational and managerial staff
- Lead quality improvement initiatives
- Create and maintain organizational policies and procedures
- Provide oversight of organization's corporate compliance, risk management, and infection control programs
- Coordinate preparations of operating budgets
- Oversee the funder reporting and data requirements
- Oversight of organization's infection control and emergency management programming
- Facilitate innovative training programs for clinical and support staff

LifeSpring Health Systems

LifeSpring Health Systems is a 501 (c) (3), not-for-profit Community Mental Health Center and Federally Qualified Health Center serving 11 counties in Southern Indiana. LifeSpring operates two supervised group living homes for adults suffering from severe mental illnesses, developmental problems, and substance abuse. LifeSpring operates 23 facilities across the 11 counties and annually sees over 13,000 individuals.

VICE PRESIDENT FOR PERFORMANCE IMPROVEMENT/CHIEF QUALITY OFFICER, OCTOBER 2019 - PRESENT

- Develop community, state, and national network
- Create and maintain organizational policies and procedures
- Marketing and promotion of organization's services
- Oversight of organization's infection control and emergency management programming
- Facilitate innovative training programs for clinical and support staff

INTEGRATED CARE PROGRAM MANAGER/GRANT MANAGER, FEBRUARY 2017 - OCTOBER 2020

- Develop quality indicator projects around primary healthcare, treatment plans, and prescriber information
- Maintain federal grant reporting and funding databases for quarterly and annual reports
- Consult with physician leadership and clinical care team members to coordinate physical and mental health care
- Cultivate collaborative community outreach on a local, state, and federal level

Centra Health, Inc.

Multi- entity, not-for-profit community-based healthcare and payor system with over $1.2 B in gross annual revenue; comprised of 1000 acute bed/ 5 hospital entity, a LTACH hospital, Home Health/Hospice, 500 bed Long Term Care division comprised of 4 facilities, inpatient and residential psychiatric services, and over 120 remote sites, ACO and insurance plan. Centra serves the city of Lynchburg and surrounding counties with an approximate 600,000 patient population. Recognized as a Magnet hospital, top Cardiology and Orthopedic provider, Stroke Center of Excellence and Beacon Award Winner, Centra lives up to its mission of Excellent Care...Every Time.

CHILD AND ADOLESCENT PSYCHIATRIC TEAM LEAD, AUGUST 2014 - DECEMBER 2016

- Engineer and deliver child and adolescent programming for therapeutic milieu
- Supervise mental health counselors and student interns
- Lead crisis management for patients and unit staff
- Implement behavioral modification programming
- Facilitate programmatic intakes

CLINICAL INFORMATICS SPECIALIST, AUGUST 2014 - DECEMBER 2016

- Analyze Electronic Medical Records for accurate clinical data
- Engineer complex clinical training schedule(s) for the hospital system
- Maintain databases of training compliance for clinical staffs' access to hospital applications

Amherst Baptist Church

YOUTH DIRECTOR, AUGUST 2011 - OCTOBER 2013

- Develop and facilitate community-based programming for at-risk youth
- Maintain databases of community resources and funding
- Establish business model and funding for new community programs
- Provide leadership and support for youth volunteers, annual fund campaign, and board as assigned

PROFESSIONAL AFFILIATIONS AND AWARDS

- Advisory Board Member: Community Action of Southern Indiana; Jeffersonville, IN
- Breathe Easy Jeffersonville Coalition: Clark Memorial Health; Jeffersonville, IN
- Centra Health Legend Award Nominee: Chosen as a nominee by the management of Centra Health's Child and Adolescent Psychiatry Unit
- Clark County Tobacco Coalition: Clark Memorial Health; Jeffersonville, IN
- Employee of the Month: Selected as employee of the month multiple months by the staff of the Child and Adolescent Psychiatry Unit
- ESL Teacher: Highview Baptist Church; Louisville, KY
- Floyd County Tobacco Coalition: Baptist Health Floyd; New Albany, IN
- Get Healthy, Scott County Coalition: Scott County Partnership; Scottsburg, IN
- Leadership of Southern Indiana 2020: Graduate of Southern Indiana's Elevate Leadership Class
- LifeSpring Leader of the Year Award 2018: Chosen by the staff of LifeSpring Health Systems
- Member of National Association of Community Health Centers Committee Member (NACHC)
- Member of Phi Alpha Phi Honor Society
- Member of Phi Kappa Phi Honor Society of Social Work
- Southern Indiana Crisis Response Team: Jeffersonville Police Department; Jeffersonville, IN
- Trager Institute Optimal Aging Clinic: University of Louisville; Louisville, KY

CERTIFICATIONS

- Adult and Child CPR/AED: American Red Cross; Washington D.C.
- ASIST Master Trainer: LivingWorks; Fayetteville, North Carolina
- Assisting Individuals in Crisis: International Critical Incident Stress Foundation, Inc.; Ellicott City, MD Basic
- Certification in Quality and Safety: Institute for Healthcare Improvement; Boston, MA
- Building Resilience for Individuals through Trauma Education: National Council for Behavioral Health; Washington D.C.
- Group Crisis Interventions: International Critical Incident Stress Foundation, Inc.; Ellicott City, MD
- Mental Health First Aid: National Council for Behavioral Health; Washington D.C.
- Microclinic Program Facilitator: University of Louisville; Louisville, KY
- QPR Suicide Prevention Gatekeeper: QPR Institute; Spokane, WA
- STAR Behavioral Health Provider Trainer: STAR Behavioral Health Provider; Fishers, Indiana
- Suicide to Hope: LivingWorks; Fayetteville, North Carolina
- Whole Health Action Management Facilitator: National Council for Behavioral Health; Washington

LIFESPRING COMMITTEE INVOLVEMENT

- Electronic Medical Record (EMR) Improvement Committee
- Executive Management Team Meetings
- Federally Qualified Health Center Quality Assurance Committee
- Inclusion Committee
- Infection Control Committee, Co-chair
- Performance Improvement Committee (PIC), Chair
- Rural Health Committee, Chair
- Safety Committee
- Strategic Planning Committee
- Trauma-Informed Care Committee, Chair
- Wellness Committee, Co-Chair

Alice Hall Claflin

[redacted]

Profile: Financial management and accounting professional with 30+ years of experience helping both non-profit and financial institutions effectively serve the interests of their constituents and shareholders.

Core Competencies:
- Cash Flow, Budget and Asset Management
- Grantor/Donor, Statutory and Policy Compliance
- Process and Systems Assessment to identify risks/efficiencies
- Staff Development and Retention
- Problem Solving and Crisis Management

Technical Skills: Blackbaud Financial Edge/Raisers Edge (fund accounting/database) SunGard AddVantage (trust accounting), SAP Business Objects (reporting), IconCMO (fund accounting/database), MIP (fund accounting), QuickBooks, Microsoft Office suite.

Not-for Profit Experience:

North Country Health Consortium, Littleton, NH — Jan 2022 – Present
Public health collaboration, advocacy, and services
Finance Director
Oversight of day-to-day financial activity for multi-program/multi grant institution. Responsible for day-to-day financial operations, including general accounting, internal and external financial reporting, external audits, cash management, GL account reconciliations, federal grant management, preparation of complete and accurate financial information/records, risk management, ongoing review of policies, procedures and accounting software. Working closely with senior management and program team, responsible for annual budget development and monitoring. Work with ED and Board to ensure financial sustainability. Supervise finance department staff.

Fairbanks Museum & Planetarium, St. Johnsbury, VT — Mar 2020 – Dec 2021
Natural science museum and education
Director of Finance/Business Manager (part-time)
Oversight of day-to-day financial activity for multi-program institution: Supervise Financial and Grants Administrator. Responsible for day-to-day financial operations, including general accounting, internal and external financial reporting, internal and external audits, cash management, GL account reconciliations, federal grant management, and the preparation of complete and accurate financial information/records. Working closely with staff, responsible for annual budget development and monitoring. Supervise and mentor Finance Administrator.

Vermont Council on the Arts, Inc., Montpelier, VT — Jul 2017 – Oct 2020
Independent nonprofit, designated Vermont State Arts agency.
Finance Director (part time)
Responsible for day-to-day financial operations, including general accounting, internal and external financial reporting, internal and external audits, cash management, GL account reconciliations, fixed assets, implementation and maintenance of accounting systems and the preparation of complete and accurate financial information/records. Working closely with staff, responsible for annual budget development and monitoring. With the Executive Director, set the financial policy direction of the Arts Council. Work closely with Finance Committee to ensure the organizations overall financial sustainability. Supervise and mentor Financial Administrator.

CFO-to-Go, Sugar Hill, NH — Mar 2015 - present
Self-employed, Consultant to not-for-profit and faith-based organizations
Work with Boards and staff of small-to-mid-sized organizations to strengthen financial management and reporting practices. Focus is to improve efficiency, transparency and accountability. Client-specific engagements entail review and analysis of financial staffing, systems, and policies/procedures; providing short-term bookkeeping, accounting and financial report preparation; grant reporting, hiring of internal/external financial staff; budget preparation and review; insurance and investment review and recommendations; improving Board and staff financial literacy.

Gilman Housing Trust, Inc., Newport, VT — Sep 1994 – Oct 1998
Affordable housing development, management, and lending organization.
Accounting/Finance Manager
Responsible for day-to-day financial activity: A/R, A/P, payroll, bank reconciliation, budget preparation and monitoring, monthly financials for ED and Board, quarterly reports to major funding sources, and grant funding compliance. Prepared company and housing partnership financials for annual audits. Managed all fiduciary property management responsibilities including: replacement reserve funding, capital needs assessment, insurance, tax credit compliance and reporting. .

Trust & Banking Experience:

Community Financial Services Group, LLC, Newport, VT — Jun 2006 – Oct 2013
Trust and investment management affiliate of Community National Bank (Derby, VT), National Bank of Middlebury (Middlebury, VT) and Woodsville Guaranty Savings Bank (Woodsville, NH) with AUM of $425MM.
Trust Investment and Risk Management Officer
Monitored and maintained full investment of 900+ separately managed trust/client accounts to target objectives. Collaborated with business development Officers and external Investment Advisors on security selection and client-centric portfolio construction. Developed network of executing brokers and assessed relationships annually. Chaired Trust Investment Committee and led monthly account reviews. Responsible for process and oversight of annual regulatory compliance reviews of all accounts, reporting exceptions to Board of Trustees. Developed and monitored Policies and Procedures firm wide. Trained and supervised investment administrative staff.

Union Bank, St. Johnsbury, VT — Apr 2002 – Mar 2006
Regional community bank with $75MM in assets under management.
Trust Officer
Managed and administered $28MM trust account portfolio of irrevocable and testamentary trusts, agency accounts, institutional endowments, estates, and municipal pension plan. As Acting Managing Trust Officer during 2003 FDIC examination, responsible for all preparation and oversight of successful trust department exam.

Lyndonville Savings Bank & Trust, Lyndonville, VT — Nov 1998 – Dec 2000
Community bank.
Deposit Operations Supervisor
Supervised Bookkeeping, Proof and Data Entry staff of 11. Responsible for check clearing and collections, overdrafts, FEDWIRE, ACH, ATM/POS clearing, and new deposit product implementation. Assisted with EDP functions. Liaison between Deposit Operations and Branch staff.

Brokerage Experience:

Equity Services Inc., Montpelier, VT — Jun 2001 - Mar 2002
Brokerage subsidiary of National Life of Vermont insurance company.
Brokerage Representative
Provided brokerage services to National Life field reps and customers, which included trade execution, incoming/outgoing security transfers, new account processing, and cashiering.

Merrill Lynch & Co., New York, NY — Oct 1980 – Sep 1989
International brokerage firm. (Merrill Lynch Futures, Broadcort Capital Corp)
Client Service Representative – Commodity Futures
Relationship manager for 15+ international trading/financial institutions (including UBS Securities, Goldman Sachs, Morgan Guaranty Bank) in 24-hour futures trading unit. Executed trade orders, verified trades, handled out-trade reconciliation, daily margining, daily funds transfer, futures v. cash deliveries, and rebates to executing brokers. Responsible for regulatory documentation and compliance.

Education & Training:

BA Economics and Government, Smith College, Northampton, MA — 1979
Boston University: *Accelerated Financial Planning* course (2014-2015)
Cannon Financial Institute: *Trust I* (2003), *Trust II* (2004), *Trust Investment & Sales* (2005)
Lyndon State College, *Intermediate Accounting II* (2001)

Kristen G. van Bergen-Buteau, CPHQ
[redacted]

OBJECTIVE

To serve as a leader within the community, with a focus on improving the quality of healthcare and education for North Country residents.

EDUCATION

2020 – 2022 University of New Hampshire, Master of Arts, Community Development Policy & Practice
2016 – Present Neil & Louise Tillotson Fund's Community Practitioners' Network & Community Weave Team
1997 – 2000 USNH College for Lifelong Learning, Bachelor of Science, Behavioral Science
1998 – 1999 International 4-H Youth Exchange Delegate to the Netherlands (June 1998 - March 1999)
1994 – 1997 University of New Hampshire Bachelor of Science general studies
1991 – 1994 White Mountains Regional High School, Salutatorian

CERTIFICATIONS

2008 – Present Certified Professional in Healthcare Quality (CPHQ)

WORK EXPERIENCE

2019 – Present Director of Workforce Development & Public Health Programs, North Country Health Consortium

- Senior Program Manager, June 202 - March 2021
- IDN Program Manager, Feb 2019 - June 2020
- Overall program management for the Integrated Delivery Network (IDN), Northern NH Area Health Education Center (NNH AHEC), and North Country Public Health Network (NC PHN) programs, including budgets, funding process, development and submission of all required program reports, and partner agreements to ensure program deliverables are completed
- Supervise IDN, NNH AHEC and NC PHN program staff; participate in NCHC leadership meetings
- Evaluate and assess program strengths, identify areas for improvement and implement interventions to ensure that program goals are achieved
- Operationalize project plan to ensure timely achievement of deliverables and milestones
- Foster partner engagement to build upon the successful innovative collaboration to improve the health status of the region
- Build positive relations within the team and external parties by keeping all stakeholders up-to-date with relevant project information, communicating to ensure maximum efficiency and participating as a team member to complete program deliverables
- Coordinate with staff from other NCHC program areas to ensure collaborative opportunities are identified and regional progress is reflected in program reports

2020 – Present Community Weaver, Niel & Louise Tillotson Fund Relief & Resiliency Program

- Collaboration in genuine solidarity with partners in Coös County and bordering communities in NH to build community and support a more resilient, prosperous region during and after the COVID-19 pandemic, with a focus on community resilience-building and related innovation
- Participation in the design of this new program, including the clarification of desired outcomes to the work, and development of funding recommendations to the Tillotson Fund Advisors
- Development of a thought partnership with a range of local community builders through which input is gathered informally and formally from across the region, creating solutions to problems and taking calculated risks in the name of achieving specific outcomes
- Improvement of connections that serve the region, including identification of adaptations that have resulted from the COVID-19 pandemic which should be sustained because they hold promise for providing critical community services and building long-term resilience
- Participation in learning exchanges to better understand approaches that accelerate and deepen community resilience and how existing power structures reinforce an imbalance of wealth and

opportunity in the region, leveraging the learning to inform the Fund's strategic planning process
- Evaluation and assessment of program strengths, identification of areas for improvement and implementation of interventions to ensure that program goals are achieved

2009 – 2019 Assistant Director, Quality Services, Littleton Regional Healthcare
- Provided day-to-day operational oversight for the Quality Services Department, including budgeting, management of personnel and delegation of tasks
- Oversaw and coordinated facility programs for Risk Management, Corporate Compliance, Patient Safety, Quality Improvement, Patient Relations, Customer Service, survey readiness activities for state and federal licensing activities
- Chair, Ethics Committee
- Coordinator, LRH Family Support Team
- Facilitated North Country Transitions in Care team monthly meetings
- Represented LRH at North Country Healthcare workgroups for Quality, Compliance, Risk Management and Privacy
- Served as facility point of contact for population health initiatives, including Accountable Care Organization, Integrated Delivery Network and Community Care Organization work
- Assisted in the Implementation of leadership and cultural development programs
- Provided orientation to LRH culture to all new hires for the organization

2005 – 2009 Data Specialist & Executive Administrative Support, Quality Services, Littleton Regional Hospital
- Provided executive support to the Chief Administrative Officer/Chief Nursing Officer and CEO
- Assisted in coordination, development, implementation, continuation and follow-up of projects developed by Quality Services and Department Leaders, including the coordination of data collection, analysis and reporting for identified quality improvement initiatives

2003 – 2005 Training and QA Staff Coordinator, Patient Access Services, Littleton Regional Hospital

2002 – 2003 Emergency Department Registrar, Littleton Regional Hospital

1999 – 2000 Clinical Lab Clerk, Weeks Medical Center

1997 – 1999 Cashier, Rite Aid Corporation
- Junior Level Management (Key Cashier) promotion 12/97

1995 – 1997 Resident Advisor, UNH Department of Residential Life, Durham, NH,

1992 – 1997 McDonald's Restaurant, Lancaster, NH
- Member of the Customer Service Committee 1993 - 1994

VOLUNTEER/COMMUNITY SERVICE EXPERIENCE

2021– Present North Country Advisory Council, CASA New Hampshire

2019 – Present Girl Scouts USA
- Co-Leader, Troop 63202
- Parent Volunteer, Troop 30356

2018 – Present SAU 36 School Board Member, Lancaster Representative
- Educational Programming & Curriculum Committee
- Policy Committee
- Strategic Planning Committee
- Personnel Committee
- Apportionment Committee

2017 – Present Scouting BSA Troop 219, Lancaster NH
- Troop Committee Member
- Advancement Coordinator
- Merit Badge Counselor

2015 – 2016 Member, SAU 36 Ad Hoc Strategic Planning Committee

2012 – 2017 Hospice volunteer for North Country Home Health & Hospice Agency

2009 – 2020 Member, Littleton Regional Healthcare Family Support Team

2007 – 2020 Member, Weeks Medical Center Family Support Team

REFERENCES - Available upon request

Annette Carbonneau

[redacted]

Work History:

North Country Health Consortium- 262 Cottage St., Suite 230, Littleton, NH 03561
February 2017- Present
June 2021- Director- Community Health Worker (CHW) Programs
(Senior Program Manager 2020-June 2021)

- Direct and oversee the NCHC CHW programs serving Northern Grafton, Coos, and Carroll Counties
- Program development and management: Ways2Wellness Connect, Wellness And Recovery Model (WARM), WARM4Women (W4W) and AskPETRA.
- Protocol and process creation for CHW services
- Marketing and Outreach for all programs
- Website design and creation
- Supervision and training of staff
- Management of training internal and external
- Relationship building with national, state, and local partners.
- Mental Health First Aid Trainer
- CHW Program Trainer
- Reporting- state, IDN and federal
- Evaluation and sustainability
- Technical assistance to the NH CHW Coalition, including spearheading the outreach and education on CHW Certification.
- Presentations at state and national conferences on CHW related topics and programs
- Representing NCHC statewide

Program Manager - Student Assistant Program (SAP)

- Contract management
- Supervision and professional development of Student Assistance Professionals in eight SAUs Project Success program implementation
- Reporting

IDN Region 7 Project Manager

- Development of initiatives
- Reporting

NAMI NH National Alliance on Mental Illness – 85 North State Street, Concord, NH 03301
June 2015 to January 2016 Director of Adult and Family Programs
June 2011 to 2015 Manager, Grant Operations
June 2004 – June 2011 Community and Volunteer Developer

- Grant and Project Management and oversight including reporting, supervision of grant staff.
- Management of Family Mutual Support State contract that provided funding for all of NAMI NH's core programs.
- Volunteer Recruitment and Development

- Provided training and presentations on topics such as: Public Policy, Advocacy, "Life Interrupted" Family speakers program, Mental Health First Aid, Family-to-Family Educational Course, Interacting with People with Mental Illness.
- Oversight and management of content for NAMI NH's Social Media tools, including 5 Facebook pages, Blog, bi-monthly Enews and twitter.
- Management of NAMI NH website content, including videos and webinar production.
- Management of grants and projects for specific populations and topics including: Veterans and Military Families, Supported Employment, support, education and outreach to Coos County communities through Tillotson funding, Membership and outreach project funded by NAMI National, Seacoast Women's Giving Circle project to create awareness and promote advocacy around mental health.
- Active participation in NAMI NH's Public Policy priorities- State and Federal Legislation, includes serving on the NAMI NH Public Policy Committee.
- Direct responsibility for management, recruitment, and technical assistance to 19 NAMI NH Affiliates.
- Negotiate and deliver training contracts.
- Served on the Mental Health Planning and Advisory Council (MHPAC). The State is required to have a mental health planning council, which includes consumers of mental health services and family members, as well as service providers and State officials, to review the State Plan and the implementation of the Plan. Also, served on the Medical Care Advisory Committee (MCAC) a public advisory group to advise the State Medicaid Director regarding New Hampshire Medicaid policy and planning.
- Strategic planning

PK's Garden Center – 607 Amherst Street, Nashua, NH
03063 October 1986 - November 2003 General Manager

- Management of all operations.
- Financial analysis of all aspects of the company
- Responsible for all employee policies and procedures, 70 employees.
- Monitored and directed all purchasing.
- Advertising and Marketing

Designs by Annette – 9 Cassandra Lane, Nashua, NH
03060 March 1987 - May 1996
Sole Proprietor of a Landscape Design and Consultation Business.

Accomplishments and Training:

NAMI Family to Family Educational Course
December 2000 – completed the NAMI Family-to-Family 12-week education course on mental illness, with topics including brain biology, mental illnesses, coping skills, communication skills, empathy, and support systems.

Certified NAMI NH Support Group Facilitator
January 2001 – 2015 Started and facilitated a NAMI NH family support group in Littleton, NH. This group still meets and offers support and education to families affected by mental illness.

NH State NAMI Support Group Facilitator Trainer
April 2001 – completed the NAMI National Support Group Facilitator Trainer training in St. Louis to become the first NAMI NH State Support Group Facilitator trainer.

"Visions for Tomorrow" Teacher
August 2003 – completed the training and became qualified to teach the Visions for Tomorrow Educational Course for parents with children with serious emotional disorders.

"Life Interrupted" Family Speakers Program
January 2006 – developed and published the "Life Interrupted" Family Speakers training program.

NAMI NH Public Policy/Advocacy Training
August 2008 – developed the NAMI NH Public Policy training program.

"Family to Family" Educational Program Certified Teacher
January 2011 - completed F2F teacher training and became qualified to teach Family to Family.

Certified Adult Mental Health First Aid Trainer
July 2013- Present certification also in Veterans Mental Health First Aid and First Responder's Mental Health First Aid

Project Success Program Training
June 2017- Completed program training in the Project Success School Counseling program

Prime for Life Trainer
October 2017- Completed training for the Prime for Life program

Tillotson Leadership Series participant

2014 Awards-
Eric Cogswell Memorial Award -Given to recipients who "provide hope, education and/or support" for those living with mental illness.

NH Psychological Association - Recognition for the creation of the Life Interrupted Speakers Program

2020 Award-
NH Community Health Worker Stakeholder of the Year Award

 'Y A. PAGE

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LEAD ADMINISTRATIVE ASSISTANT

Office professional with 25+ years of providing exceptional customer service while maintaining organizational reputation and integrity.

SKILLS

Strategic Planning	Budgetary Adherence	Event Planning
Attention to Details	Maintain Confidentiality	Communication Strength

PERFORMANCE HIGHLIGHTS

- Established recordkeeping methods to accurately track budgetary requests and expenses to prevent departmental overspending. (Rivendell Interstate School District)
- Established and regularly published a parent/community newsletter to promote classroom information and community events. (Rivendell Interstate School District)
- Confidently perform as organizations' liaison with outside contacts/representatives.
- Build successful relationships with supervisors, subordinates and peers.
- Researched, planned and implemented successful employee wellness program to reduce heath insurance costs. (Grafton County)
- Demonstrate financial responsibility: secure appropriate substitute coverage and process payroll summary for submission to Financial department, invoice tuition students, process purchase orders, verify invoicing and accounts payable, administration of student activity accounts, close out day's receipts. (Rivendell Interstate School District & Aldrich General Store, Inc.)
- Recipient of NAEOP PSP Certificate and CEOE Distinction. (Rivendell Interstate School District)
- Internal promotions to supervisory positions. (Lebanon Center–Genesis HealthCare & Rivendell ISD)

CAREER TRACK

- Secretary to Administrative Assistant / Registrar to Executive Assistant / Registrar, Rivendell Interstate School District, Orford, NH — 2005-Present
- Evening Supervisor, Aldrich General Store, Inc., North Haverhill, NH — 2005-Present
- Payroll Bookkeeper to Business Office Manager, Lebanon Center-Genesis HealthCare — 2003-2005
- Payroll/Personnel Coordinator & Wellness Coordinator, Grafton County, No. Haverhill, NH — 1989-2003

EDUCATION

- Associate's Degree in Business Science, Major in Accounting – Hesser College, Manchester, NH — 1988
  Magna Cum Laude, Phi Theta Kappa
- High School Diploma – Woodsville High School, Woodsville, NH — 1986
  Business Student of the Year (original recipient), National Honor Society

PROFESSIONAL MEMBERSHIPS

- Notary Public for the State of New Hampshire
- Vermont Association of Educational Office Professionals (VAEOP)
- National Association of Educational Office Professionals (NAEOP)
- STAR12 Training Program
- Member of RISD Coordinated School Health (Wellness) Committee
- Past Secretary for Rivendell Interstate School District Joint Loss Management Committee
- Past Member of New Hampshire Celebrates Wellness
- Past Member of American Payroll Association

Anna Shum

Qualifications Profile

Communications: Clearly deliver health and medical information with command of plain language and health literacy principals, health communication theory, and research methodology.

Technical Proficiencies: Solid command of Microsoft Office Suite, Survey Monkey, Constant Contact, and social media platforms.

Relevant Experience/Projects

Communications & Marketing Coordinator 2016- Present
North Country Health Consortium, Littleton, NH

- Manage and facilitate NCHC programmatic website updates, social media sites, implementing and sustaining strategic plan for marketing and communications, and community relations.
- Coordinate with program and other staff to prepare outreach/marketing copy, materials, and documents including pamphlets, newsletters, letters, brochures, flyers, and advertisements.
- Participate in development of projects, grant applications, and reports to funding agencies and other interested parties.
- Assume Public Information Officer (PIO) role for the North Country Regional Public Health Network; provide public information and risk communication during COVID-19 pandemic to Northern NH Public Health Network partners and community members.

Health Communication Graduate Consultant: 2012-2013
Skydive New England (SNE), Lebanon, ME

- Conceptualized and spearheaded pre-participation screening procedures for the benefit of skydiving instructor staff and SNE students.
- Prepared review of literature and conducted focus groups, online surveys, and telephone interviews with SNE staff and students to serve as needs-assessments for proposed programming.
- Produced a manual to guide users through pre-participation screening procedures.

Technical Writer Intern: 2010-2011
Procor, Lown Cardiovascular Research Foundation, Brookline, MA

- Synthesized technical reports, on implementation of a global strategy to fight cardiovascular disease, into advocacy material to be used for a United Nations high-level summit on non-communicable diseases.
- Prepared cardiovascular disease prevention news updates using Procor's style guide, posting to the organization's website and listserv.

Freelance Copywriter: 2009-2010
Catalyst, Framingham, MA

- Authored marketing content covering multiple industries and applications.
- Produced website content for a startup technology-based publishing consultancy.

Education

EMERSON COLLEGE, IN COLLABORATION WITH TUFTS UNIVERSITY SCHOOL OF MEDICINE, Boston, MA
M.A. in Health Communication
Coursework included: Health Communication Theory, Research Methodology, Writing for Health & Medicine, Marketing Communication, Health Literacy, Epidemiology & Biostatistics.

COLBY COLLEGE, Waterville, ME
B.A. in English
Graduated Magna cum Laude

CAROL **HEMENWAY, aPHR**

[redacted]

EXPERIENCE

JUNE 2020 – Present

ADMINISTRATIVE/HUMAN RESOURCE COORDINATOR/SUPERVISOR

North Country Health Consortium — Littleton, NH

Responsibilities include payroll, benefit management, file/audit management, employee appreciation, safety coordinator duties, and providing administrative support to Senior management team and Board of Directors.

JUNE 2010 – May 2019

EXECUTIVE ASSISTANT TO CEO & SENIOR LEADERSHIP TEAM

Ammonoosuc Community Health Services — Littleton, NH

Provide daily support to the CEO, and other members of the SLT. In this position I also served as liaison/assistant to the Board of Directors. Maintained calendar for the CEO, arranged all travel for CEO and SLT members. Responsibilities included: assisting HR with open enrollment, facilitating new provider hires, community outreach programs, employee recognition events, business after hours, tracking and providing support for provider peer reviews, providing assistance with HRSA and other state/federal grants, preparing meeting minutes for all Board of the Whole and Board Committee meetings, and providing orientation support to incoming Board members.

SEPTEMBER 2006 – DECEMBER 2009

ADMINISTRATIVE ASSISTANT, HORIZONS ENGINEERING, PLLC — Littleton, NH

Administrative assistant at this environmental engineering firm providing support to a variety of environmental professionals including wetland scientists, Professional Engineers, land surveyors, and environmental scientists.

2000 – 2006

LEAD RECEPTIONIST/PATIENT ADVOCATE, SUMMIT MEDICAL GROUP

Littleton, NH

1992 – 1998

BOOKKEEPER, THE MILL AT LOON MOUNTAIN — Lincoln, NH

1987 – 1992

BOOKKEEPER, EASTERN SLOPE INN — North Conway, NH

EDUCATION

WHITE MOUNTAIN COMMUNITY COLLEGE

SKILLS

- Proficient with MS Office Suite
- Proficient in Survey Monkey, Doodle, PolicyStat, BoardPaq

Personal Interests: Enjoy cooking, reading, paddle boarding, hiking, traveling, skiing, and snowshoeing. Serve as a Volunteer Mountain Host at Bretton Woods Ski Resort; and current Board Secretary of North Country Toastmasters.

Bob Thompson

Email [redacted]
Address [redacted]
Phone [redacted]

Objective

Continue pursuing a career in the education, substance misuse prevention, and behavioral health fields that improves the lives of others, provides professional fulfillment, and is compatible with personal lifestyle interests.

Experience

Senior Program Manager

North Country Health Consortium
Littleton, NH
September 2019 – Present

Responsible for all management and oversight responsibilities associated with the Consortium's Substance Misuse Portfolio.

Director, Office of Student Wellness

Berlin Public Schools
Berlin, NH
April 2015 – September 2019

Manage SAMHSA funded Project AWARE, Systems of Care Wraparound Services, and Restorative Justice grant programs. Direct all Office of Student Wellness related activities.

Program Manager

North Country Health Consortium
Littleton, NH
March 2007 – April 2015

Responsible for all management level responsibilities associated with the Consortium's Substance Misuse Prevention portfolio.

Programs Manager

Tri-County Community Action Programs
Alcohol and Other Drug Division
Berlin, NH
October-1997 - March-2007

Managed all Impaired Driver Intervention Programs; developed and managed *Adolescent Substance Abuse Prevention (ASAP)* program in Carroll, Coos, and northern Grafton County district courts.

Education

Bachelor of Science

San Diego State University - 1979

Major: Geography/Environmental Studies
Minor: Biology/Conservation

Master of Science

Granite State College – 2014

Leadership/Project Management

Skills and Credentials

Certified Prevention Specialist, 2012 – present; Positive Behavioral Interventions and Supports Trained Trainer Program at University of Connecticut, 2016-17; Board Certified Behavioral Analyst education program, Florida Institute of Technology 2017; Selectman, Town of Jackson, 2012 – 2019.

New Hampshire Training Institute on Addictive Disorders

This certificate and 28.5 contact hours is awarded to:

BOB THOMPSON

For completion of the learning experience entitled:

23.5 hour In-Person Training hours March 5-8, 2019

Substance Abuse Prevention Skills Training: Building our Behavioral Health Workforce

Plus completion of the 5 hour on-line component, February 25-March 1, 2019:

Introduction to Substance Abuse Prevention: Understanding the Basics

Presenters: Marissa Carlson, CPS & Katy Shea, MPH, CPS

Through the NH Training Institute on Addictive Disorders this 31-hour event is
pre-approved by the NH Board of Licensing for Alcohol & Other Drug Use Professionals
LADC/MLADC Categories of Competence: 13
CRSW Performance Domains: 1 & 3
This workshop meets the CPS Educational Domains: 1-6

March 5-8, 2019
Date

Carrie McFadden, MPH
Training Institute Director
130 Pembroke Road, Suite 100, Concord, NH 03301
603-225-7060 traininginstitute@nhadaca.org

ANNETTE COLE, RDH, M.S.
[redacted]

EXPERIENCE

2019 – PRESENT
PUBLIC HEALTH PROGRAM MANAGER
NORTH COUNTRY HEALTH CONSORTIUM

- Lead, plan, develop, and promote public health projects, client facing programs and initiatives in public health network including grant writing and comprehensive workplan design.
- Identify programmatic and budgetary priorities to align with program objectives.
- Procurement of professional contracts to ensure available resources for clinical services and to maximize operational and financial performance of grant-funded programs.
- Monitoring of budgets and action plans to ensure proper personnel, facilities, and supplies meet grant/contract deliverables and reporting requirements.
- Collaboration with regional, state, local agencies, and health organizations to develop, extend, and improve public health initiatives, programs, systems, and infrastructure.
- Engage community stakeholders in strategic planning for health promotion programs.
- Facilitate regional workgroups and implementation teams.
- Manage medical volunteer unit, responsible for year-round recruitment, credentialing, retention, engagement, training, and deployment of volunteer team.
- Comprehensive grant reporting in multiple, simultaneously operating program areas.

2016 – 2019
PROGRAM MANAGER/DENTAL HYGIENIST
NORTH COUNTRY HEALTH CONSORTIUM

- Management of public health dental program and staff to ensure compliance with care standards and quality performance indicators.
- Oversight of dental insurance and Medicaid billing; compliance with state, federal and organizational policy guidelines
- Interpretation of ADA forms, explanation of benefits documents, dental claims and collaboration with finance team and dental director to coordinate appeals process
- Development of oral health outreach initiatives and curriculum as part of community health improvement plan including workplace wellness and community oral health presentations.
- Partnership building with administrators of health centers, nursing homes and schools to support sustainability of public health dental program.
- Coordination of dental clinic daily operations, maintenance of budget, data management, monitoring program metrics, comprehensive grant reporting, program marketing and communications
- Implementation of grant deliverables, monitoring of program delivery, development of program workflow including establishment of patient care coordination program to support completion of treatment plans and specialty care.

2012 – 2016
CERTIFIED PUBLIC HEALTH DENTAL HYGIENIST
NORTH COUNTRY HEALTH CONSORTIUM

2010 – 2012
REGISTERED DENTAL HYGIENIST/PROGRAM COORDINATOR FOR CONTRACTED PROGRAM
DEPARTMENT OF HEALTH AND HUMAN SERVICES, SUBCONTRACTOR

EDUCATION

MASTER OF SCIENCE, MANAGEMENT, GRANITE STATE COLLEGE

BACHELOR OF SCIENCE, HEALTHCARE MANAGEMENT, GRANITE STATE COLLEGE

ASSOCIATE OF SCIENCE, DENTAL HYGIENE, NH TECHNICAL INSTITUTE

CERTIFICATIONS

- Connect Suicide Prevention, National Alliance on Mental Illness
- Motivational Interviewing, Health Education & Training Institute
- FEMA Incident Command Systems, ics-700, ics-100
- Vaccine Management Training, CDC, and NH Immunization Program
- Certified Applications Counselor, NH federally Facilitated Insurance Marketplace
- Certified public health dental hygienist, NH Technical Institute
- CPR/BLS, American Heart Association

TECHNICAL SKILLS

- Proficient with Microsoft Office Suite, Sharepoint, Office 365, Softdent, Eaglesoft, Dentrix, Moodle, Adobe, and social media platforms
- Effective communicator demonstrating high level of cultural competency
- Experienced public health speaker/presenter
- Training and project plan creation, implementation, and evaluation skills
- Project and program management experience

ACTIVITIES/VOLUNTEER EXPERIENCE

- CASA New Hampshire Advisory Board
- Community Health Worker Coalition
- Head Start Health Advisory Committee
- NH Oral Health Coalition Steering Committee

AMBER CULVER

Energetic and eager to learn, with experience in fast paced environments. Excellent time management and easily accommodating to change. Passionate about high quality patient care, and helping patients achieve Healthcare goals and customer satisfaction. Committed to ensuring equitable resources and outcomes for my community.

EXPERIENCE

MARCH 2017 – PRESENT

COMMUNITY HEALTH WORKER, PROGRAM COORDINATOR/SUPERVISOR, WAYS2WELLNESS CONNECT NORTH COUNTRY HEALTH CONSORTIUM

I have many responsibilities within this position at NCHC, only some of which are listed below.

- Administrator for NCHC's electronic record database, Apricot- I manage the HIPAA compliant database where all CHW client records are kept. I create and update forms for 3 different CHW programs and assist teams with any issues within the system.
- Outreach and relationship building with project partners- Ways2Wellness CONNECT works with local hospitals and health centers to provide CHW services to their patients. I help facilitate partner education on the role of CHWs and how our services can benefit their practice. I also help facilitate ongoing communication with these partners to ensure successful relationships.
- Planning, implementing and evaluating activities to meet program grant deliverables- I assist with identifying and implementing strategies that will meet program goals within deadlines.
- Instructor/Course leader- I am an instructor for the NCHC CHW Training, and facilitate logistics for hosting the class which includes marketing, managing registrations, and actually being an instructor. I also am a leader for both the Chronic disease and Chronic Pain self-management programs.
- Staff supervision- I provide direct supervision to two other CHWs, providing one on one support, training, and ensuring team members are compliant with all policies.
- Direct Service- I provide direct services to Ways2Wellness CONNECT clients. Connecting clients to community resources, facilitating coordination of care amongst multiple service providers, providing education to clients on chronic disease self-management techniques, and creating and maintaining trusting and supportive relationships with clients.
- NH CHW Coalition- As of June 2021, I currently serve as Co-Chair of the Coalition. I am responsible for writing and implementing the Coalition's strategic plans, helping to plan and host trainings and events for the statewide membership, and work towards building NH's CHW workforce.
- Former role within NCHC: Molar Express Care Coordinator

OCTOBER 2011 – MAY 2017

LICENSED NURSING ASSISTANT, RESTORATIVE AIDE, MORRISON NURSING HOME

- Skilled rehabilitation unit- I worked closely with other members of the healthcare team to provide rehabilitative care to residents recovering from injuries, surgeries, or in need of general recovery and strengthening.
- Dementia/memory care unit- I provided a safe and calming environment for residents with impaired cognition. I was responsible for assisting them with all activities of daily living. In an unstable environment, I had to be a friendly, approachable and safe person for these residents.

EDUCATION

2011

CLINICAL CAREER TRAINING

Licensed Nursing Assistant

2008

WHITE MOUNTAINS REGIONAL HIGH SCHOOL

High School Diploma

SKILLS

- Excellent communication skills, both in person and by phone.
- Proficient with virtual platforms such as Zoom, Google Meets, Skype.
- Familiar with Excel, Publisher, PowerPoint and other programs.
- Can effectively use Motivational Interviewing.
- Quick to learn new skills and routines, can adapt to change easily.
- Experience with different Electronic Medical Record databases.
- Enjoy working directly with people, building and maintaining relationships.
- CPR and first aid certified.

ADDITIONAL

Community Health Worker capacity and workforce development has become a passion of mine over the last 4 years. In addition to my roles within NCHC as a CHW and Program Coordinator/Supervisor, I have also taken on an active role within the National Association of Community Health Workers (NACHW). I currently serve on the NACHW Policy Committee, which is group of CHWs and stakeholders that review policies at state and federal levels that involve or impact CHWs. My several roles within NCHC, the NH CHW Coalition, and NACHW have provided me opportunities to build unique and lasting relationships with CHWs and a variety of stakeholders within NH, New England, and across the nation.

Andrew Charles Brown

Summary

Over 15 years in public-health focused non-profits. Extensive experience in technology management, program evaluation, strategic planning, community organizing and assessment.

Education

1999-2000	Part time school at Community College of Vermont
2000-2002	Full time work on Bachelors degree (Liberal Studies) at Lyndon State College
2002-2004	Completed Bachelors of Arts (Cum Laude) (Political Science) at University of Vermont

Certifications

2015-Present	Prevention Specialist Certificate from NH Prevention Certification Board

Employment

September 2016-Present	Management Information Systems Administrator – North Country Health Consortium *Supports all information technology systems within the organization, providing administration, security and configuration services to NCHC staff and resources. *Works with NCHC Executive Director to set information technology policy and deploy technology resources consistent with organizational strategy.
April 2015-September 2016	North Country Regional Prevention Network Coordinator – North Country Health Consortium *Coordinates strategies designed to reduce substance misuse in the North Country of New Hampshire *Works closely with NCHC Senior Program Manager to ensure effective allocation of resources and maximize strategy effectiveness.
Summer 2009-April 2015	Program Specialist – North Country Health Consortium *Plans, coordinates and manages the use of data, communications and reporting tools and systems to meet NCHC program strategic objectives. *Works with Community Substance Abuse Prevention Programs Manager to coordinate and evaluate the success of program activities

Spring 2005-Summer 2009	Office System Administrator – North Country Health Consortium *Management of IT resources for the entire company, supervision of IT personnel and management of network-wide installations and rollouts.
Fall 2004-Spring 2005	ParTech System Administrator – North Country Health Consortium *Gained management experience while learning about accountability by managing HelpDesk staff activities while reporting to the ParTech project manager and ParTech board
Spring 2003 – Spring 2004	Helpworks/Factors Helpdesk Staff member – North Country Health Consortium *Worked with System Administrator and other Helpdesk Staff to provide point of contact support to statewide customer base, including work with web development and troubleshooting skills
2002 – 2004	Lab Consultant – Client Information Technology Services Department: University of Vermont *Gained knowledge of how to function as an information technology staff member by solving clients' problems in the computer lab
Summer 2002 – Spring 2003	Technological Consultant – Working with Helpworks/Factors Programs for the North Country Health Consortium *Gained intimate knowledge of the Helpworks/factors programs by working with and creating Helpworks screenings and Factors assessments *Developed ability to work well with coworkers and keep odd hours in order to get the job done

ZINA SCHMIDT

[redacted]

Healthcare provider looking to advance my career in Public Health

EDUCATION

MAY 2018

HEALTHCARE ADMINISTRATION, SOUTHERN NEW HAMPSHIRE UNIVERSITY

- Bachelor's degree.
- Dean's list one semester
- Graduated Cum Laude
- Member of The National Society of Leadership and Success

MAY 1993

AUTOMOTIVE TECHNOLOGY AND AUTOMOTIVE SERVICE MANAGEMENT, NEW HAMPSHIRE TECHNICAL COLLEGE AT BERLIN (NOW WHITE MOUNTIAN COMMUNITEE COLLEGE)

- 2 Associates Degrees in 5 semesters
- Management and accounting classes

JUNE 1989

HIGH SCHOOL DIPLOMA, LITTLETON HIGH SCHOOL, LITTLETON NH

EXPERIENCE

DATES FROM APRIL 2021 TO PRESENT

PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR, NCHC

- Create relationships with partners and stake holders
- Administrator of Covid19 vaccine clinics
- Working with MRC volunteers
- Completing tasks in the PHEP workplan for the state
- Electronic documentation of vaccines administered
- Holding quarterly RCC meetings
- Inventory and handling of supplies
- Attended WEB EOC training
- Attended training for Mass Fatality Plan writing

DATES FROM NOV 2003 TO PRESENT

AEMT/FIRE FIGHTER, TOWN OF LANCASTER

- AEMT responsible for providing care to patients in both 911 calls and transfers.
- Certified level 2 fire fighter with state of NH.
- Responsible for completing state reports for ambulance calls, as well as state fire reports
- Responsible for putting together schedule for transfer crews
- Responsible for preparing fire payroll for town office
- Oversee the explorer program
- Organized weekend training for explorers throughout the state with help of Daniel Webster Council.
- Held position of shift supervisor for many years.
- Responsible for Inventory and ordering of medical supplies.
- Responsible for minor maintenance of fire trucks, equipment and building.
- Wrote disciplinary reports.
- Organized dept events including annual awards banquet.
- CPR/ first aid instructor.
- Car seat tech for 4 years.
- ACLS, BLS and PALS – current
- Sat on interview committee, ensured new hire paperwork was complete as well as state licensure.

DATES FROM 2000 TO 2013

AEMT/FIRE FIGHTER, TOWN OF WHITEFIELD

- Responsible for providing care to patients on emergency calls
- Completing state reports for calls,
- Level 2 fire fighter with state of NH,
- Responsible for preparing EMS payroll and 911 shift schedule
- Earned to position / promotion to Lieutenant
- Responsible for assuring EMS supplies and inventory of both ambulances and fire trucks.
- Participated in the planning and implementing in house and continuing education training
- Participated with updating dept Standard Operating Procedures.
- Organized dept events and functions.
- CPR / first aid instructor.
- Sat on interview committee for new hires

DATES FROM Nov 1997 – 2003

OWNER/ OPERATOR LICENSED DAY CARE

- Met state licensure requirements
- Responsible for keeping records on each child
- Created and posted balanced menus
- Confidentiality of children's medical information
- Organized activities and outings

SKILLS

- Team Player
- Safety oriented
- Adaptability and flexibility
- Leadership
- Detail oriented
- Proficient with Microsoft Office
- Communication
- Ability to multi-task
- Confidentiality

ACTIVITIES

CPR / First Aid instructor – volunteer my time to teach in the community

Gregory Williams B.A., CPS, SMPC,COC

EXPERIENCE: **North Country Health Consortium | Littleton , New Hampshire | March 2017 - Present**
Substance Misuse Prevention Coordinator, Continuum of Care Coordinator.

- Covering Northern Grafton County and all of Coos County. Recently passed my CPS certification test- 2-15-20

North Country Charter Academy | Lancaster , New Hampshire | August 2014 - March 2017
High School Teacher

- Help reduce the dropout rate by working with at risk and disadvantaged youth that can not successfully navigate through a traditional high school. Individualize and personalize each student's online high school experience to promote success.

Kaze Martial Arts | Lancaster , New Hampshire | October 2005 - Present
Martial Arts Instructor

- Owner and operator of one of the most successful martial arts schools in the North Country. Giving youth and adults a healthy alternative to substance abuse by mentoring and believing in them. I have interacted with hundreds of individuals in the past 17 years at Kaze Dojo.

Jerry Jam | Bath , New Hampshire | July 2013 - Present
Head of Security

- Keep the peace and help keep safe, the 5 thousand attendees of the Jerry Jam music festival. Hire a staff of 10 peacekeepers to report any problems to the local authorities. Be the liaison between the organizers and the police in Bath and neighboring towns. Because of my reputation and work with law enforcement, I was asked to make sure that both organizers and local municipalities work together to hold a successful event. So far, the past 3 years have been very successful!

Schillings | Littleton , New Hampshire | October 2013 - Present
Event Security Agent

- Make sure patrons are in compliance with NH State liquor laws. Hired to work larger events such as Oktoberfest and New Years.

EDUCATION:
State University of New York at Stony Brook | Stony Brook, New York | August 2015
Bachelor's Degree-Studio Art.

SKILLS:

- Black Belt in 6 different Martial Arts.
- Working artist, currently doing shows in the North Country.

LANGUAGES:
Spanish

REFERENCES: *References are available upon request.*

CELEBRATING 30 YEARS!

New Hampshire Training Institute on Addictive Disorders

This certificate and 31 contact hours is awarded to:

GREG WILLIAMS

For completion of the learning experience entitled:

26 hour In-Person Training hours November 27-30, 2017

Substance Abuse Prevention Skills Training: Building our Behavioral Health Workforce

Plus completion of the 5 hour on-line component, November 9-24, 2017:

Introduction to Substance Abuse Prevention: Understanding the Basics

Presenters: Marissa Carlson, CPS & Katy Shea, MPH, CPS

Through the NH Training Institute on Addictive Disorders this 31-hour event is
pre-approved by the NH Board of Licensing for Alcohol & Other Drug Use Professionals
LADC/MLADC Categories of Competence: 13
CRSW Performance Domains: 1 & 3
This workshop meets the CPS Educational Discipline for Prevention Practice & Theory

November 27-30, 2017
Date

Corrie McFadden, MPH
Training Institute Director
130 Pembroke Road, Suite 100, Concord, NH 03301
603-225-7060 traininginstitute@nhadaca.org

BRITNI CUMMINGS

Professional seeking a career with growth opportunities and the ability to build upon existing skills while learning and developing new ones.

EXPERIENCE

10/04/2021 – PRESENT

NORTH COUNTRY HEALTH CONSORTIUM

General administration –

- CHW

07/07/20-09/30/21

ADMINISTRATIVE ASSISTANT, A.B. EXCAVATING, INC.

General administration –

- Answering a multiline phone system
- Entering all vendor invoices and Processing weekly check runs
- Monitoring and responding to incoming emails
- Receiving payments on customer accounts
- Scheduling delivery requests
- Processing truck reports and billing accordingly
- Certified weighmaster responsible for tearing in and grossing out incoming trucks
- Processing aggregate reports
- Backup payroll administrator to the Controller

04/28/2014- JULY 2020

HUMAN RESOURCES ASSISTANT, ADVENTURE READY BRANDS (TENDER CORP)

General administration –

- Answering a multiline phone system
- Processing incoming/outgoing mail
- Processing daily checks for accounting department
- Ordering of all office/breakroom supplies
- Scheduling appointment/interviews

Backup Payroll Processor

Benefits Administration

- Tracking and scheduling of New Hire Benefit orientations
- Assisting during annual Open Enrollment
- Develop/execute employee wellness program and annual wellness fair/flu clinic

Customer Service Representative-Ready4Kits

- Answering phones
- Data Entry

- Manual order entry through NAV Software
- Logging customer complaints through CRM
- Ensuring orders have shipped on time and complete

Logistics Associate

- Packaging/processing large truck shipments – ensuring customer requirements are met
- Creating Pick Tickets -NAV Software
- Reviewing of Jet reports for lines shipped
- Picking/Packaging of Finished goods

Line Helper

- Building of Medical Devices
- Packaging of liquids, creams, and lotions
- Quality check of all products
  - Meeting FDA/cGMP requirements
- Line Clearance – including completing work orders

2011-2014

PERSONAL CARE ASSISTANT, NORTHERN HUMAN SERVICES- WHITEFIELD NH

As a PCA (Personal Care Assistant) I was responsible for assisting my client with day-to-day life skills. Driving my client to and from work and encouraging independence of my client while ensuring safety. Each day I was also responsible for completing a log of our activities and noting what the client did well on and what might need improvement. This helped us to gauge if the activities were appropriate for the client or if a new direction was needed.

2007- 2011

CASHIER/DELI WORKER, JIFFY MART-WHITEFIELD, NH

- Counting/Verifying safe amounts
- Processing EOD Deposits
- Ordering of store supplies through Capital Candy
- Opening Deli
  -Baking of daily goods
  -Deciding/organizing daily deli deals
- Backup Scheduler
- Answering phones/taking call in orders

EDUCATION

2004-2008

DIPLOMA, WMRHS

Allied Health
College Credits – Psychology/Sociology
FCCLA
Cheerleading

2009

LNA, CLINICAL CAREER TRAIINGS

Through Clinical Career Training I took a 9-week course at a local nursing home and obtained my LNA license.

2009-Present
WMCC/Granite State University

- **CRIMINAL JUSTICE**
- **HUMAN RESOURCES ADMINISTRATION**
- **EARLY CHILDHOOD EDUCATION**
- **ADDICTIVE STUDIES**

SKILLS

- Microsoft office
- Recruiting/Interviewing
- Certified weighmaster
- Event planning
- Payroll/Benefits

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Lauren Pearson	Executive Director	$11,580
Alice Claflin	Finance Director	$3,694
Kristen van Bergen-Buteau	Director, Workforce Development & Public Health Programs	$15,119
Annette Carbonneau	Director, Community Health Worker Programs	$1,631
Tracy Page	Finance Controller	$14,448
Anna Shum	Communications & Marketing Coordinator	$9,529
Carol Hemenway	Admin/HR Coordinator	$3,758
Bob Thompson	Senior Program Manager	$81,708
Annette Cole	Senior Program Manager	$47,808
Amber Culver	CHW Manager	$1,324
Drew Brown	Project Evaluator	$3,912
Zina Schmidt	PHEP Coordinator	$86,750
Greg Williams	SMP/CoC Coordinator	$136,274
Britni Cummings	Community Health Worker	$2,892
TBD	Community Health Worker	$5,616
TBD	Public Health Assistant	$25,665

FORM NUMBER P-37 (version 12/11/2019)

Subject: Regional Public Health Network Services (RFA-2023-DPHS-02-REGIO-09)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Partnership for Public Health, Inc.		1.4 Contractor Address 67 Water Street, Suite 105, Laconia, NH 03246	
1.5 Contractor Phone Number (603) 528-2145	1.6 Account Number See Attached	1.7 Completion Date 6/30/2024	1.8 Price Limitation $829,674
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Tamera Carmichael 26BA7E00D4864C0...	6/6/2022 Date:	1.12 Name and Title of Contractor Signatory Tamera Carmichael Executive Director	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 846FB35F5BFD4C8...	6/7/2022 Date:	1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873284491400...		On: 6/8/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS TC
Date 6/6/2022

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.

DS

Contractor Initials

Date 6/6/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials [illegible]

Date 6/6/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS

Date 6/6/2022

Regional Public Health Network Account Numbers

05-95-90-901010-8011

05-95-90-903510-1114

05-95-92-920510-3380

05-95-90-902510-5178

05-95-90-902510-1956

05-95-90-903510-1113

05-95-90-902510-2495

05-95-92-920510-1981

05-95-92-920510-7040

05-95-90-901010-5771

Contractor Initials DS

Date 6/6/2022

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

      3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

      12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Contractor Initials DS TL
Date 6/6/2022

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall serve as a lead organization to host Regional Public Health Network (RPHN) services to deliver a broad range of public health services within the Winnipesaukee region, for the following programs within the Department of Health and Human Services (Department), Division of Public Health Services:

1.1.1. Substance Misuse Prevention.

1.1.2. Continuum of Care Facilitation.

1.1.3. Overdose Prevention Response.

1.1.4. Health Disparities Community Health Worker.

1.1.5. Public Health Advisory Council.

1.1.6. Public Health Emergency Preparedness.

1.1.7. School Based Vaccination Clinics.

1.2. The Contractor shall ensure that NH communities within this public health region are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services which include, but are not limited to:

1.2.1. Sustaining a regional Public Health Advisory Council (PHAC).

1.2.2. Overseeing RPHN staff to ensure they meet the core competencies of Public Health professionals.

1.2.3. Facilitating the implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), ranging from population-level strategies to targeted interventions aimed at high-risk individuals.

1.2.4. Planning for, and responding to, public health incidents and emergencies.

1.2.5. Contract administration and leadership.

Public Health services include:

1.2.6. Substance Misuse Prevention

1.2.6.1. The Contractor shall provide leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services. The Contractor shall:

1.2.6.1.1. Implement the strategic prevention model, in accordance with the Substance Abuse and

Mental Health Services Administration (SAMHSA) Strategic Prevention Framework that includes assessment, capacity development, planning, implementation, and evaluation.

1.2.6.1.2. Utilize a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. Regional data driven primary prevention approaches must be consistent with the Center for Substance Abuse Prevention (CSAP) categories but do not need to include all CSAP categories.

1.2.6.1.3. Support and advance the implementation of evidenced-informed approaches, programs, policies, and services within the RPHN region through community engagement and mobilization.

1.2.6.1.4. Advance, promote, and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.

1.2.6.1.5. Comply with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

1.2.6.1.6. Ensure substance misuse prevention is represented at PHAC meetings, and with a bi-directional exchange of information, to advance efforts of substance misuse prevention initiatives.

1.2.6.1.7. Assist as directed by the Department's Bureau of Drug and Alcohol Services (BDAS), with the Federal Block Grant Comprehensive Synar activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.

1.2.6.1.8. Ensure Substance Misuse Prevention Coordination and CoC Facilitation will:

1.2.6.1.8.1. Guided by the SPF and Assets and Gaps Analysis, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year strategic plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.

1.2.6.1.8.2. Develop annual work plans for Department approval that guides actions and includes outcome-based performance measures and in alignment with the three (3) year strategic plan. Based on changing and emerging local conditions adapt work plans as necessary with approval by the Department.

1.2.6.1.8.3. Report progress with the work plan and three (3) year strategic plan including outcomes in a Department approved database.

1.2.6.1.8.4. Maintain a substance misuse leadership team consisting of regional representatives with a special expertise in substance misuse prevention, early

intervention, treatment and recovery who can help guide and assist with awareness and advance substance misuse efforts in the region.

1.2.6.1.8.5. Produce and disseminate an annual report that demonstrates successes, challenges, outcomes from the previous year and projected goals for the following year.

1.2.6.1.8.6. Participate in RPHN Substance Misuse meetings as directed by BDAS.

1.2.7. Continuum of Care (CoC) Facilitation

1.2.7.1. The Contractor shall provide leadership and/or support for activities that assist in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor shall:

1.2.7.1.1. Engage regional partners in conducting a regional asset and gap analysis; and ongoing update of regional assets and gaps. The Contractor shall ensure regional partners include, but are not limited to:

1.2.7.1.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.

1.2.7.1.1.2. Primary health care providers.

1.2.7.1.1.3. Behavioral health care providers.

1.2.7.1.1.4. Other interested and/or affected parties.

1.2.7.1.2. Facilitate and/or provide support for initiatives that result in:

1.2.7.1.2.1. Increased awareness of and access to services.

1.2.7.1.2.2. Increased communication and collaboration among providers.

1.2.7.1.2.3. Increased capacity and delivery of services.

1.2.7.1.2.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.

1.2.7.1.2.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorway.

1.2.7.1.2.6. Work with statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:

1.2.7.1.2.6.1. Health service providers.

1.2.7.1.2.6.2. Public and charter schools and institutes of higher education.

1.2.7.1.2.6.3. Police and fire stations.

1.2.7.1.2.6.4. Municipal government buildings.

1.2.7.1.2.6.5. Businesses in every community of the region.

1.2.7.1.3. Engage regional stakeholders to assist with information dissemination.

1.2.8. Overdose Prevention Response

1.2.8.1. The Contractor shall conduct a three (3) year initiative to

disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RHPN. The Department shall provide guidance

1.2.8.1.1. Conduct a needs assessment to inform response efforts that include, but is not limited to:

1.2.8.1.1.1. Gathering existing regional and local level data related to alcohol and other drug overdoses.

1.2.8.1.1.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.

1.2.8.1.1.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include, but are not limited to:

1.2.8.1.1.3.1. Doorways

1.2.8.1.1.3.2. Recovery care organizations

1.2.8.1.1.3.3. Treatment providers

1.2.8.1.1.3.4. Law enforcement

1.2.8.1.1.3.5. Hospitals

1.2.8.1.1.4. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care, and distribute and disseminate resources.

1.2.8.1.2. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination

of prevention overdose materials and products.

1.2.8.2. The Contractor shall participate in Department trainings and meetings, as requested.

1.2.9. Health Disparities Community Health Worker

1.2.9.1. The Contractor shall provide a health disparities Community Health Worker (CHW) to support culturally and linguistically appropriate COVID-19 and other Social Determinants of Health (SDOH) related services.

1.2.9.2. The Contractor shall submit CHW-related documentation to the Department within 30 days of Agreement effective date, which shall include, but is not limited to:

1.2.9.2.1. Staff recruitment plan.

1.2.9.2.2. Training procedures.

1.2.9.2.3. Onboarding plan.

1.2.9.3. The Contractor shall ensure the CHW provides COVID-19 support services, including, but not limited to:

1.2.9.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.

1.2.9.3.2. Assisting with contact tracing, when required.

1.2.9.3.3. Cultural mediation among individuals, communities, and health and social service systems.

1.2.9.3.4. Culturally appropriate health education and information.

1.2.9.3.5. Care coordination, case management, and system navigation.

1.2.9.3.6. Coaching and social support by advocating for individuals and communities.

1.2.9.3.7. Direct services to clients with COVID-19 and their family or household members affected by COVID-19, which include, but are not limited to facilitating:

1.2.9.3.7.1. Access to COVID-19 testing within five (5) days of encounter

between the CHW and the client.

1.2.9.3.7.2. Access to the influenza vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.7.3. Access to the COVID-19 vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.

1.2.9.3.9. Providing and distributing educational information about COVID-19 vaccinations and general Department guidance for individual mitigation.

1.2.9.4. The Contractor shall ensure the CHW provides SDOH related services, which include, but are not limited to:

1.2.9.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:

1.2.9.4.1.1. Providing appropriate care coordination, case management, and connections to patient and family identified community and social services and referrals.

1.2.9.4.1.2. Assisting with maintaining and/or applying for social services within their community.

1.2.9.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.

1.2.9.4.1.4. Assisting vulnerable populations with navigating the healthcare system.

1.2.9.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.

1.2.9.4.1.6. Providing culturally appropriate health education on topics related to COVID-19, chronic disease prevention, physical activity, and nutrition.

1.2.9.4.1.7. Providing informal counseling, health screenings, and referrals.

1.2.9.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that include, but are not limited to:

1.2.9.4.1.8.1. Food insecurity supports.

1.2.9.4.1.8.2. Mental health supports.

1.2.9.4.1.8.3. Health care referrals.

1.2.9.4.1.8.4. Substance use disorder supports.

1.2.9.4.1.8.5. Educational supports and services.

1.2.9.4.1.8.6. Financial literacy.

1.2.9.4.1.8.7. Budgeting supports.

1.2.9.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.

1.2.9.4.1.8.9. Social Isolation supports.

1.2.9.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing services that include, but are not limited to:

1.2.9.4.2.1. Educating healthcare providers and stakeholders about community health needs.

1.2.9.4.2.2. Managing care and care transitions for vulnerable populations.

1.2.9.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.

1.2.9.4.2.4. Collecting data and relaying information to stakeholders to inform programs and policies.

1.2.9.4.2.5. Building community capacity to address health issues.

1.2.9.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.

1.2.9.4.3. Completing data tracking system forms to document the care coordination and case management of the patient and family.

1.2.9.5. The Contractor shall ensure the CHW documents encounters within the Contractor's data tracking system, upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The CHW shall obtain the following data, which includes but is not limited to:

1.2.9.5.1. Race.

1.2.9.5.2. Ethnicity.

1.2.9.5.3. Language.

1.2.9.5.4. Household income.

1.2.9.5.5. Marital status.

1.2.9.5.6. Age of parents.

1.2.9.5.7. Sexual orientation and/or gender identity.

1.2.9.5.8. Street address.

1.2.9.5.9. Town.

1.2.9.5.10. County.

1.2.9.5.11. Zip Code.

1.2.9.5.12. State.

1.2.9.5.13. Number of incarcerated parents (if applicable).

1.2.9.5.14. Phone number and/or email address.

1.2.9.5.15. Status of receiving benefits, if applicable, including, but not limited to:

1.2.9.5.15.1. Supplemental Nutrition Assistance Program (SNAP).

1.2.9.5.15.2. Child Care.

1.2.9.5.15.3. Medicaid.

1.2.9.5.15.4. Social Security.

1.2.9.5.15.5. Temporary Assistance for Needy Families (TANF).

1.2.9.5.15.6. Women, Infants, and Children (WIC) program.

1.2.9.6. The Contractor shall ensure the CHW participates in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.

1.2.9.7. The Contractor shall ensure the CHW participates in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.

1.2.10. Public Health Advisory Council

1.2.10.1. The Contractor shall coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

1.2.10.1.1. Maintain a set of operating guidelines or by-laws for the PHAC;

1.2.10.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team, with the authority to:

1.2.10.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

1.2.10.1.2.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.

1.2.10.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

1.2.10.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

1.2.10.1.2.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.

1.2.10.1.2.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.

1.2.10.1.3. Conduct, at minimum, biannual meetings of the PHAC.

1.2.10.1.4. Ensure the PHAC leadership team meets at least quarterly in order to:

1.2.10.1.4.1. Ensure meeting minutes are available to the public upon request.

1.2.10.1.4.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

1.2.10.1.5. Develop annual action plans for the services in this RFA, as advised by the PHAC.

1.2.10.1.6. Coordinate with the Department to collect, analyze, and disseminate data relative to the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

1.2.10.1.7. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of Substance Misuse Primary prevention coordination (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complimentary and shared public health outcomes.

1.2.10.1.8. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

1.2.10.1.9. Publish an annual report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community

1.2.10.1.10. Maintain a website that provides information to the public and agency partners, which includes but is not limited to, information on the PHAC, CHIP, SMPC, CoC facilitation, and PHEP programs.

1.2.10.1.11. Advance the work of RPHNs by conducting a minimum of four (4) educational and training programs annually to RPHN partners and others.

1.2.10.1.12. Educate partners and stakeholder groups, including elected officials, on the PHAC.

1.2.10.1.13. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.2.11. Public Health Emergency Preparedness

1.2.11.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity for partner organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. The Contractor shall:

1.2.11.1.1. Ensure all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions.

1.2.11.1.2. Coordinate and convene, at minimum, quarterly regional PHEP planning committee and/or workgroup to:

1.2.11.1.2.1. Improve regional emergency response plans.

1.2.11.1.2.2. Improve the capacity for partner entities to mitigate, prepare for, respond to and recover from public health emergencies.

1.2.11.1.2.3. Convene, at minimum, quarterly meetings of the regional PHEP committee and/or workgroup.

1.2.11.1.2.4. Ensure and document committee and/or workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA), annually.

1.2.11.1.3. Maintain a three (3) year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by the CDC.

1.2.11.1.4. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

1.2.11.1.5. Submit an annual work plan based on a template provided by the Department.

1.2.11.1.6. Sponsor, and organize the logistics for, a minimum of two (2) trainings annually for regional partners.

1.2.11.1.7. Collaborate with the Department's Division of Public Health Services (DPHS), the Community Health Institute, NH Fire Academy, Granite State Health Care Coalition, and other training providers to implement training programs.

1.2.11.1.8. Revise the RPHEA based on guidance from the Department. The Contractor shall:

1.2.11.1.8.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by the Department.

1.2.11.1.8.2. Develop new appendices based on priorities identified by the Department using templates provided by the Department.

1.2.11.1.8.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

1.2.11.1.8.4. Participate in workgroups to develop or revise components of the RPHEA convened by the Department or the agency contracted to provide training and technical assistance to RPHNs.

1.2.11.1.9. Understand the hazards and social conditions that increase vulnerability within the public

health region including, but not limited to, SDOH factors. The Contractor shall:

1.2.11.1.9.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

1.2.11.1.9.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

1.2.11.1.10. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning for and response to a public health incident or emergency.

1.2.11.1.11. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

1.2.11.1.12. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

1.2.11.1.13. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

1.2.11.1.14. Maintain the capacity to utilize Web Based Emergency Operations Center (WebEOC), the State's emergency management platform, during incidents or emergencies.

1.2.11.1.15. Provide training as needed to individuals to participate in emergency management using WebEOC.

1.2.11.1.16. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

1.2.11.1.17. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

1.2.11.1.18. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the Department's SNS Coordinator to identify appropriate actions and priorities that include, but are not limited to:

1.2.11.1.18.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans.

1.2.11.1.18.2. Annual submission of either ORR or self-assessment documentation.

1.2.11.1.18.3. ORR site visit as scheduled by the CDC and the Department.

1.2.11.1.18.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

1.2.11.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:

1.2.11.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.

1.2.11.1.19.2. Uploading, at least annually, a complete inventory to a Health

Information Management System (HIMS) identified by the Department.

1.2.11.1.20. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector. The Contractor shall:

1.2.11.1.20.1. Maintain proficiency in the volunteer management system supported by the Department.

1.2.11.1.20.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.

1.2.11.1.20.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

1.2.11.1.20.4. Conduct quarterly notification drills of volunteers.

1.2.11.1.21. Participate, as requested by the Department, in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

1.2.11.1.22. Participate, as requested by the Department, in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

1.2.11.1.23. Plan and implement targeted vaccination clinics, as requested by the Department, ensuring clinics take place at locations where individuals at-risk for vaccine preventable

disease can be accessed, according to guidance issued by the Department.

1.2.12. Public Health Emergency Preparedness: COVID-19 Response

1.2.12.1. Emergency Operations

1.2.12.1.1. The Contractor shall enact emergency operations across the RPHN for COVID-19 efforts by:

1.2.12.1.1.1. Activating the region's Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.

1.2.12.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.

1.2.12.1.1.3. Assessing the region's public health and healthcare system training needs.

1.2.12.1.1.4. Providing training designed to improve the region's public health and healthcare system response.

1.2.12.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2.12.2. Responder Safety and Health

1.2.12.2.1. The Contractor shall ensure the health and safety of the public health response in the RPHN, including but not limited to:

1.2.12.2.1.1. Implementing staff resiliency programs, information, and referrals to responder mental health support.

1.2.12.2.1.2. Determining responder safety and health gaps and implementing corrective actions.

1.2.12.2.1.3. Documenting and tracking the RPHN's personal protective equipment inventory.

1.2.12.3. Identification of Vulnerable Populations

1.2.12.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.

1.2.12.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.

1.2.12.4. Information Sharing and Public Information

1.2.12.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public, including, but not limited to:

1.2.12.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.2.12.4.1.2. Monitoring local news stories and social media postings to determine if information is accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.2.12.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders, to harmonize response messaging.

1.2.12.5. Distribution and Use of Medical Materials

1.2.12.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.2.12.5.1.1. Maintaining ability for vaccine-specific Cold Chain management.

1.2.12.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.2.12.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.2.12.5.1.4. Planning and prioritizing limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.2.12.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.2.12.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.2.12.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with all policies and procedures put forth by the Department.

1.2.12.5.3. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the CDC's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIS) or another system as designated by the Department ~~to~~ input

vaccine data. The Contractor agrees to the following terms regarding the use of loaned assets:

1.2.12.5.3.1. As applicable and subject to the terms and conditions of this Agreement, the Department may provide the user with assets. This is a non-transferable right for the user to use the assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An asset inventory reflecting the deployed assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.

1.2.12.5.3.2. As applicable, the Contractor agrees to use and operate the assets only in conjunction with the appropriate business use, as determined by the Department, unless otherwise agreed upon by mutual written consent.

1.2.12.5.3.3. As applicable, the Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install, and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining

security standards including but not limited to antivirus software, patching and software updates.

1.2.12.5.3.4. As applicable, the Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support may be provided by the Department's Immunization Program.

1.2.12.5.3.5. As applicable, the Contractor understands and agrees that the Department retains ownership of the loaned assets, and further agrees to return the assets to the Department in good working condition when no longer needed for the identified business need or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.2.12.5.3.6. As applicable, prior to returning laptop, iPads, and/or other mobile or storage devices to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST

Special Publication 800-88 Rev.1, or later for guidelines at https://csrc.nist.gov/publications/sp800.

1.2.12.6. Surge Staffing

1.2.12.6.1. The Contractor shall activate mechanisms for surging public health responder staff.

1.2.12.6.2. The Contractor shall recruit, enroll, activate, train, and deploy volunteers, including but not limited to:

1.2.12.6.2.1. Medical Reserve Corps (MRC).

1.2.12.6.2.2. Citizens Emergency Response Teams (CERT).

1.2.12.6.2.3. Public Health Coordination with Healthcare Systems.

1.2.12.6.3. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.

1.2.12.6.4. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s) and/or at the Department's direction.

1.2.12.7. Biosurveillance

1.2.12.7.1. The Contractor shall conduct surveillance and case identification, as needed and as requested by the Department, including, but not limited to:

1.2.12.7.1.1. Public health epidemiological investigation activities such as contact follow-up.

1.2.12.7.1.2. Assessing risk of travelers and other persons with potential COVID-19 exposures.

1.2.12.7.1.3. Enhancing surveillance systems to provide case-based and aggregate epidemiological data.

1.2.12.7.1.4. Ensuring data management systems are in place and meet the needs of the jurisdiction.

1.2.12.7.1.5. Ensuring efficient and timely data collection.

1.2.12.7.1.6. Ensuring ability to rapidly exchange data with public health partners and other relevant partners.

1.2.12.8. Vaccine Preventable Disease Prevention

1.2.12.8.1. The Contractor shall coordinate with local community-based agencies for the administration of vaccines supplied by the New Hampshire Immunization Program (NHIP) to New Hampshire residents as directed by the Department. The Contractor shall:

1.2.12.8.1.1. Make copies of standing orders, emergency interventions/protocols and instructions on Vaccine Adverse Event Reporting System (VAERS) reporting available at all clinics.

1.2.12.8.1.2. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

1.2.12.8.1.3. Procure necessary supplies to conduct vaccine clinics, including, but not limited to, emergency management medications, equipment, and needles.

1.2.12.8.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:

1.2.12.8.2.1. Annually submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP to ensure that all listed requirements are met.

1.2.12.8.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.12.8.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator; and hourly when the vaccine is stored outside of the primary refrigerator unit.

1.2.12.8.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.12.8.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.12.8.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.

1.2.12.8.2.7. Track each vaccine dose provided by NHIP.

1.2.12.8.2.8. Perform the following actions if a temperature excursion or adverse event occurs:

1.2.12.8.2.8.1. Immediately quarantine

	the vaccine in a temperature appropriate setting, separating it from other vaccines and labeling it "DO NOT USE".
1.2.12.8.2.8.2.	Immediately contact the manufacturer to explain the event duration and temperature information to determine if the vaccine is still viable.
1.2.12.8.2.8.3.	Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion by contacting the NHIP and faxing incident forms.
1.2.12.8.2.8.4.	Submit a Cold Chain Incident Report along with a Data Logger report

to NHIP within 24 hours of temperature excursion occurrence.

1.2.12.8.3. Within 24 hours of the completion of every clinic:

1.2.12.8.3.1. Update the State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.12.8.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

1.2.12.8.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.12.8.3.4. Submit the following totals to NHIP outside of the vaccine ordering system:

1.2.12.8.3.4.1. Total number of individuals vaccinated by age ranges, vaccine formulation and other demographic indicators as determined by the Department.

1.2.12.8.3.4.2. Total number of vaccines wasted.

1.2.12.8.3.5. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:

1.2.12.8.3.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.12.8.3.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.12.8.3.5.3. Future strategies and plans for increasing the number of vaccinated individuals.

1.2.12.8.3.5.4. Suggestions on how state level resources may aid increasing the number

of vaccinated individuals

1.2.12.8.3.6. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional vaccine promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.

1.2.12.9. COVID-19 Vaccinations

1.2.12.9.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or "target populations"), including, but not limited to:

1.2.12.9.1.1. Racial minority populations.

1.2.12.9.1.2. Ethnic minority populations.

1.2.12.9.1.3. Individuals experiencing homelessness.

1.2.12.9.1.4. Individuals experiencing housing instability.

1.2.12.9.1.5. Rural communities.

1.2.12.9.2. The Contractor may assist the Department and/or partners in planning and conducting mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with policies.

1.2.12.9.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach, and partnerships in the target populations. The Contractor shall:

1.2.12.9.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19

vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:

1.2.12.9.3.2. Federally Qualified Health Centers.

1.2.12.9.3.3. Community Mental Health Centers.

1.2.12.9.3.4. Community-based Organizations.

1.2.12.9.3.5. City Health Departments.

1.2.12.9.3.6. Faith-based Organizations.

1.2.12.9.3.7. Local barbers and hairdressers.

1.2.12.9.3.8. Community Colleges.

1.2.12.9.3.9. Schools.

1.2.12.9.4. Conduct outreach to populations including, but not limited to, those who:

1.2.12.9.4.1. Experience disproportionately high rates of COVID-19 and related deaths.

1.2.12.9.4.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the CDC.

1.2.12.9.4.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.

1.2.12.9.4.4. Are likely to have low acceptance of, or confidence in, COVID-19 vaccines.

1.2.12.9.4.5. Have a history of mistrust in health authorities or the medical establishment.

1.2.12.9.4.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

1.2.12.9.5. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

1.2.12.9.6. Conduct outreach to assess individuals' readiness to receive a vaccination.

1.2.12.9.7. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.

1.2.12.9.8. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.

1.2.12.9.9. Participate in meetings with the Department, as requested by the Department.

1.2.12.9.10. Attend NHIP trainings.

1.2.12.9.11. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.

1.2.12.9.12. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.

1.2.12.10. The Contractor shall procure resources, equipment, and/or supplies as needed to establish and operate vaccine clinics, which shall include, but not be limited to:

1.2.12.10.1. Coordinating, operating, and managing clinics.

1.2.12.10.2. Procuring communication devices and services, which may include, but are not limited to:

1.2.12.10.2.1. Two-way radios.

1.2.12.10.2.2. Cell phones.

1.2.12.10.2.3. Wi-Fi.

1.2.12.10.2.4. Computers.

1.2.12.10.3. Procuring disposable supplies, which may include, but are not limited to:

1.2.12.10.3.1. Generator fuel.

1.2.12.10.3.2. Propane.

1.2.12.10.3.3. Oil.

1.2.12.10.3.4. Batteries.

1.2.12.10.4. Procuring clinical supplies, which may include, but are not limited to:

1.2.12.10.4.1. Syringes.

1.2.12.10.4.2. Needles

1.2.12.10.4.3. Alcohol wipes.

1.2.12.10.4.4. Band aids.

1.2.12.10.4.5. Stickers.

1.2.12.10.5. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.

1.2.12.10.6. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.

1.2.12.10.7. Recruiting, training, and scheduling vaccine clinic staff to provide services which include, but are not limited to:

1.2.12.10.7.1. Administering vaccines.

1.2.12.10.7.2. Participating in training, as requested.

1.2.12.10.7.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.

1.2.12.10.8. Reimbursing mileage costs for vaccine clinic staff, Contractor's staff, and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

1.2.13. School-Based Vaccination Clinics

1.2.13.1. The Contractor may provide organizational structure to administer school-based clinics (SBC) to provide vaccination against SARS-CoV-2 and Influenza. The Contractor shall:

1.2.13.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

1.2.13.1.2. Ensure that SBC services are offered with priority to schools identified by the NHIP as having the highest percentage of students eligible for free/reduced school lunch program.

1.2.13.1.3. Distribute state-supplied promotional vaccination materials.

1.2.13.1.4. Distribute, obtain, verify, and store written consent forms from legal guardians prior to administration of vaccines, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other state and federal regulations.

1.2.13.1.5. Document, verify, and store written or electronic record of vaccine administration in compliance with HIPAA and other state and federal regulations.

1.2.13.1.6. Provide written communication of vaccination status, indicating either completed or not completed, to the parent and/or legal guardian upon the day of vaccination.

1.2.13.1.7. Provide vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the parent and/or legal guardian requests that the information ~~not~~ be

shared, in which case the information may be given to the parent and/or guardian to distribute to the primary care providers. The Contractor shall ensure information includes:

1.2.13.1.7.1. Patient full name and one other unique patient identifier;

1.2.13.1.7.2. Vaccine name;

1.2.13.1.7.3. Vaccine manufacturer;

1.2.13.1.7.4. Lot number;

1.2.13.1.7.5. Date of vaccine expiration;

1.2.13.1.7.6. Date of vaccine administration;

1.2.13.1.7.7. Date Vaccine Information Sheet (VIS) was given;

1.2.13.1.7.8. Edition date of the VIS given;

1.2.13.1.7.9. Name and address of entity that administered the vaccine (Contractor's name); and

1.2.13.1.7.10. Full name and title of the individual who administered the vaccine.

1.2.13.1.8. Adhere to current federal guidelines for vaccine administration, including but not limited to disseminating a VIS, in order that the legal authority, legal guardian, and/or parent is provided access to the information on the day of vaccination.

1.2.13.1.9. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers, and patients.

1.2.13.1.10. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and

total number of students absent with influenza-like illness for in-session school days.

1.2.13.1.11. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

1.2.13.2. The Contractor shall safely administer vaccine supplied by NHIP. The Contractor shall:

1.2.13.2.1. Ensure copies of standing orders, emergency interventions, and/or protocols are available at all clinics.

1.2.13.2.2. Recruit, train, and retain qualified medical and non-medical volunteers to assist with operating the clinics.

1.2.13.2.3. Procure necessary supplies to conduct school vaccine clinics, including but not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, and non-latex bandages.

1.2.13.3. The Contractor shall ensure proper vaccine storage, handling and management, and shall:

1.2.13.3.1. Submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering vaccination (other than COVID-19), immunoglobulin or other pharmaceuticals supplied by the NHIP.

1.2.13.3.2. Submit a signed COVID-19 Vaccination Provider Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering COVID-19 vaccination.

1.2.13.3.3. Ensure the SBC coordinator completes the NHIP vaccination training annually.

1.2.13.3.4. Retain a copy of SBC coordinator training certificates on file.

1.2.13.3.5.	Utilize NHIP training materials or other educational materials, as approved by the Department prior to use, for annual training of SBC staff on vaccine administration, ordering, storage and handling.
1.2.13.3.6.	Retain a copy of all training materials on site for reference during SBCs.
1.2.13.3.7.	Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.
1.2.13.3.8.	Record temperatures twice daily, AM and PM, during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.
1.2.13.3.9.	Ensure that an emergency backup plan is in place in case of primary refrigerator failure.
1.2.13.3.10.	Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.
1.2.13.3.11.	Account for every dose of vaccine.
1.2.13.3.12.	Submit a monthly temperature log for the vaccine storage refrigerator.
1.2.13.3.13.	Notify NHIP and fax or secure email incident forms of any adverse event within 24 hours of event occurring.
1.2.13.3.14.	In the event of a vaccine temperature excursion where the stored vaccine experiences temperatures outside of the manufacturer's recommended temperatures, the Contractor shall immediately quarantine the vaccine in an appropriate temperature setting, separating it from other vaccine, and label it "DO NOT USE."

1.2.13.3.15. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

1.2.13.3.16. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

1.2.13.3.17. Submit a Cold Chain Incident Report with a Data Logger Report to NHIP within 24 hours of the temperature excursion occurrence.

1.2.13.4. The Contractor shall perform tasks within 24 hours of the completion of every clinic which include, but are not limited to:

1.2.13.4.1. Updating State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.13.4.2. Ensuring doses administered and entered in the inventory system match the clinical documentation of doses administered.

1.2.13.4.3. Submitting the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.13.4.4. Submitting totals to the NHIP outside of the vaccine ordering system that include the total number of:

1.2.13.4.4.1. Individuals vaccinated by age group and vaccine formulation/lot number

1.2.13.4.4.2. Vaccines wasted by vaccine formulation/lot number.

1.2.13.4.5. Completing an annual year-end self-evaluation and improvement plan for areas which include, but are not limited to:

1.2.13.4.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.13.4.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.13.4.5.3. Discussions relative to strategies that worked well for increasing both the number of clinics conducted at schools and the number of students vaccinated.

1.2.13.4.5.4. Discussions relative to future strategies and plans for increasing individuals vaccinated, including suggestions on how state-level resources may aid in the effort.

1.2.14. Training and Technical Assistance Requirements

1.2.14.1. The Contractor shall participate in training and technical assistance as follows:

1.2.14.1.1. Public Health Advisory Council

1.2.14.1.1.1. Attend semi-annual meetings of PHAC leadership convened by Department's DPHS and/or BDAS.

1.2.14.1.1.2. Complete a technical assistance needs assessment.

1.2.14.1.2. Public Health Emergency Preparedness

1.2.14.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM

		ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).
	1.2.14.1.2.2.	Complete a technical assistance needs assessment.
	1.2.14.1.2.3.	Attend a minimum of two (2) trainings per year offered by Department's DPHS and/or EPRR or the agency contracted by the Department's DPHS to provide training programs.
1.2.14.1.3.	Substance Misuse Prevention Coordination and Continuum of Care Facilitation	
	1.2.14.1.3.1.	Attend community of practice meetings and/or activities.
	1.2.14.1.3.2.	Work with designated BDAS technical assistance and data and/or evaluation vendors to develop metrics and measures to evaluate outcomes and use the appropriate measures and tools to demonstrate outcomes.
	1.2.14.1.3.3.	Attend all regularly scheduled RPHN substance misuse meetings.
	1.2.14.1.3.4.	Attend additional meetings, conference calls and webinars as

required by the Department.

1.2.14.1.3.5. SMPC lead staff shall be credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board.

1.2.14.1.3.6. SMPC lead staff must attend required training, Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.

1.2.14.1.3.7. CoC facilitation lead staff must be familiar with the SPF and RROSC systems development within NH.

1.2.14.1.4. <u>School-Based Clinics</u>

1.2.14.1.4.1. Staffing of clinics requires an on-site clinical oversight and direction is provided at each vaccination clinic by a currently licensed clinical staff person with a Basic Life Support (BSL) certification. This requirement does not replace other requirements for Medical Direction that can be provided remotely.

1.2.14.1.4.2. Clinical license, or copy from the NH online license verification showing the license type, expiration and status, and current BLS certificate shall be retained in the training file.

1.3. Reporting

1.3.1. The Contractor shall participate in site visits, which includes but is not limited to:

1.3.1.1. Participating in an annual site visit conducted by the Department's DPHS and/or BDAS that includes all funded staff, the contract administrator and financial manager.

1.3.1.2. Participating in site visits and technical assistance specific to a single scope of work.

1.3.1.3. Submitting other information that may be required by federal and state funders during the contract period.

1.3.2. The Contractor shall provide reports for the PHAC that include, but are not limited to, submitting quarterly PHAC progress reports using an online system administered by the Department's DPHS.

1.3.3. The Contractor shall provide reports for SMP that include, but are not limited to:

1.3.3.1. Submitting quarterly SMP Leadership Team meeting agendas and minutes.

1.3.3.2. Ensuring three (3) year plans are current and posted to RPHN website, and that any revisions to plans are approved by the Department's BDAS.

1.3.3.3. Submitting annual work plans and annual logic models with short-, intermediate-, and long-term measures.

1.3.3.4. Inputting data on a monthly basis by the 20th business day of the month to an online database per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures Federal Block Grant. The Contractor shall ensure data includes but is not limited to:

1.3.3.4.1. Number of individuals served or reached.

1.3.3.4.2. Demographics.

1.3.3.4.3. Strategies and activities per IOM by the six (6) activity types.

1.3.3.4.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.

1.3.3.4.5. Percentage of evidence-based strategies.

1.3.3.5. Submitting annual reports.

1.3.3.6. Providing additional reports or data as required by the Department.

1.3.3.7. Participating and administering the Regional SMP Stakeholder Survey in alternate years.

1.3.4. The Contractor shall provide Reports for Continuum of Care that include, but are not limited to:

1.3.4.1. Submitting updates on regional assets and gaps assessments, as required.

1.3.4.2. Submitting updates on regional CoC development plans, as indicated.

1.3.4.3. Submitting quarterly reports, as indicated.

1.3.4.4. Submitting year-end reports, as indicated.

1.3.5. The Contractor shall complete a monthly report supplied by the Department that includes, but is not limited to:

1.3.5.1. Type and number of activities conducted.

1.3.5.2. Type and number of Naloxone and Naloxone kits distributed including where, and to whom.

1.3.5.3. Demographics of individuals served including:

1.3.5.3.1. Age

1.3.5.3.2. Gender

1.3.5.3.3. Race

1.3.5.3.4. Ethnicity

1.3.5.3.5. Housing status

1.3.5.4. Inventory of Naloxone and Naloxone kits.

1.3.5.5. Communities (towns and cities) served within the region.

1.3.5.6. Barriers to Distribution and Dissemination Plan.

1.3.6. The Contractor shall provide reports for School-Based Vaccination Clinics that include but are not limited to:

1.3.6.1. Attending annual debriefing and planning meetings with NHIP staff.

1.3.6.2. Completing a year-end summary of:

1.3.6.2.1. The total numbers of children vaccinated; and

1.3.6.2.2. Accomplishments and improvements to future school-based clinics.

1.3.6.3. Providing aggregated non-personally identifiable data, by school for each school, to the NHIP no later than three (3) months after SBCs are concluded, that include:

1.3.6.3.1. Number of students by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) at that school;

1.3.6.3.2. Number of students vaccinated against SARS-Co-V-2 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school;

1.3.6.3.3. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school; and

1.3.6.3.4. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.3.5. Number of students vaccinated against COVID-19 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.4. Providing other reports and updates as requested by NHIP.

1.3.7. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department:

1.3.7.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by DPHS.

1.3.7.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.

1.3.7.3. Final After-Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.

1.3.7.4. Other information that may be required by federal and state funders during the contract period.

1.3.8. The Contractor shall submit quarterly reports, which shall include, but are not limited:

1.3.8.1. Description of activities performed, resulting impacts, individuals and families served, and other outcomes.

1.3.8.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.

1.3.8.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

1.3.8.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

1.3.8.5. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

1.3.8.6. Efforts, successes, and challenges experienced in providing community engagement.

1.3.8.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.

1.3.8.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received

results disaggregated by the following age ranges:

1.3.8.8.1. 5-11 years old.

1.3.8.8.2. 12-17 years old.

1.3.8.8.3. 18 years and older.

1.3.8.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:

1.3.8.9.1. 5-11 years old.

1.3.8.9.2. 12-17 years old.

1.3.8.9.3. 18 years and older.

1.3.8.9.4. Any other age group eligible for COVID-19 vaccination.

1.3.8.10. Number of collaborating agencies/services identified as part of CHW-led intervention.

1.3.8.11. Number and percentage of clients with one or more identified co-morbidities through the EMR.

1.3.8.12. Number and percentage of resources provided in a primary language other than English.

1.3.8.13. Number and percentage of in-community visits with CHW clients at locations other than the Contractor's.

1.3.8.14. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.

1.3.8.15. Percentage of clients who identify one or more unmet need.

1.3.8.16. Number and percentage of identified unmet needs that are met with assistance of the CHWs.

1.3.8.17. Number and percentage of clients who have completed CHW encounter form and patient questionnaire.

1.3.8.18. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:

1.3.8.18.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.

1.3.8.18.2. Number of other navigation and support services to address COVID-19 risk factors.

1.3.8.18.3. Number of referrals completed through closed loop referral system.

1.3.8.18.4. Number of referrals for COVID-19 vaccination/vaccine support by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.

1.3.8.19. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.

1.3.8.20. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).

1.3.8.21. Number and percentage of CHW clients able to access COVID-19 vaccine within fourteen (14) days of first CHW encounter.

1.3.8.22. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.

1.3.8.23. Number and type of trainings provided to CHWs supported by COVID Health Disparities funding.

1.4. Performance Measures

1.4.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.1. <u>Public Health Advisory Council</u>

1.4.1.1.1. Documented organizational structure for the PHAC, including but not limited to:

1.4.1.1.1.1. Vision or mission statements.

1.4.1.1.1.2. Organizational charts.

1.4.1.1.1.3. Agreements.

1.4.1.1.1.4. Meeting minutes.

1.4.1.1.1.5. Documentation that the PHAC membership represents public health stakeholders and the covered populations.

1.4.1.1.1.6. CHIP evaluation plan that demonstrates positive outcomes each year.

1.4.1.1.1.7. Publication of an annual report to the community.

1.4.1.2. Public Health Emergency Preparedness

1.4.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review, based on prioritized recommendations from the Department.

1.4.1.2.2. Response rate and percentage of staff responding during staff notification, acknowledgement and assembly drills.

1.4.1.2.3. Percentage of requests for activation met by the Multi-Agency Coordinating Entity.

1.4.1.2.4. Percentage of requests for deployment during emergencies met by partnering agencies and volunteers.

1.4.1.3. Substance Misuse Primary Prevention Coordination and Continuum of Care Facilitation:

1.4.1.3.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.3.1.1. Increased leadership within the RPHN to plan, implement, monitor and evaluate progress in meeting goals in the three year strategic plan.

1.4.1.3.1.2.	Increased section engagement in understanding local conditions related to substance misuse, planning and carrying out the activities and strategies in the three year strategic plan.
1.4.1.3.1.3.	Increase linkages and coordination with behavioral and medical health providers to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
1.4.1.3.1.4.	Increase in resource allocation within the region to address substance misuse issues.
1.4.1.3.1.5.	Decrease in the use of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.6.	Decrease in the consequences of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.7.	As measured by a RPHN Community Mobilization Survey Tool designed by the Department and the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health

(NSDUH), and other identified data sources.

1.4.1.4. School-Based Vaccination Clinics

1.4.1.4.1. Annual increase in the percentage of students receiving COVID-19 vaccination and seasonal influenza vaccination in school-based clinics.

1.4.1.4.2. Annual increase in the percentage of schools providing School Based vaccination clinics who are identified by NHIP as participating in the Free/Reduced School Lunch Program, or completion of at least 50% of schools listed by the Department.

1.4.1.4.3. Maintain influenza vaccine wastage below 5%.

1.4.2. 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.

1.4.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.

1.4.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. 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.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department 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
Regional Public Health Network Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 91% Federal funds from:
      1.1.1. Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
      1.1.2. Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
      1.1.3. Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
      1.1.4. Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
      1.1.5. National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
      1.1.6. Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
      1.1.7. Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, as awarded on August 27, 2020, by the Centers for Disease Control and Prevention, CFDA 93.391, FAIN NH95OT000031.
   1.2. 9% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY 23 Budget through Exhibit C-2 SFY 24 Budget.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   4.3. Identifies and requests payment for allowable costs incurred in the previous month.

   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

   8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. 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.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Contractor Name: *Partnership for Public Health, Inc.*
Budget Request for: *PHN*
Budget Period *July 01, 2022 - June 30, 2023*
Indirect Cost Rate (if applicable) 13.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	$23,644	$16,189	$58,862	$6,419	$102,047	$11,748	$8,174	$9,366
2. Fringe Benefits	$3,208	$777	$6,387	$690	$31,766	$2,230	$786	$1,624
3. Consultants	$148	$767	$1,635	$234	$4,638	$767	$267	$252
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$367	$317	$627	$48	$1,787	$40	$65	$70
5.(a) Supplies - Educational								
5.(b) Supplies - Lab								
5.(c) Supplies - Pharmacy								
5.(d) Supplies - Medical								
5.(e) Supplies Office	$1,500	$339	$430	$39	$3,194	$200	$32	$159
6. Travel	$520	$250	$415	$367	$2,115	$150	$201	$300
7. Software	$17	$131	$191	$40	$577	$24	$0	$0
8. (a) Other - Marketing/Communications	$1,500	$954	$962	$181	$11,500	$1,455	$48	$250
8. (b) Other - Education and Training	$2,000	$400	$79	$0	$3,370	$200	$0	$200
8. (c) Other - Other (specify below)								
Current Expense	$668	$1,775	$3,008	$430	$7,133	$533	$473	$473
Occupancy	$224	$1,486	$3,162	$401	$7,336	$677	$485	$590
Meeting Expense	$500	$405	$55	$0	$492	$100	$0	$0
9. Subrecipient Contracts	$10,000	$2,800	$957	$0	$4,000	$4,000	$2,752	$0
Total Direct Costs	$44,296	$26,590	$76,770	$8,850	$179,955	$22,124	$13,283	$13,283
Total Indirect Costs	$5,704	$3,411	$9,980	$1,151	$23,132	$2,876	$1,717	$1,717
Subtotals	$50,000	$30,000	$86,750	$10,000	$203,087	$25,000	$15,000	$15,000
							TOTAL	$434,837

DS
Contractor Initials
6/6/2022
Date

New Hampshire Department of Health and Human Services

Contractor Name: *Partnership for Public Health, Inc.*

Budget Request for: *PHN*

Budget Period *July 01, 2023 - June 30, 2024*

Indirect Cost Rate (if applicable) 13.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	$24,727	$16,675	$60,756	$6,652	$118,733	$8,459	$0
2. Fringe Benefits	$3,464	$834	$6,860	$811	$36,698	$844	$0
3. Consultants	$100	$767	$1,635	$234	$4,638	$267	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$367	$317	$627	$48	$1,787	$65	$0
5.(a) Supplies - Educational							
5.(b) Supplies - Lab							
5.(c) Supplies - Pharmacy							
5.(d) Supplies - Medical							
5.(e) Supplies Office	$1,200	$201	$100	$39	$400	$24	$0
6. Travel	$281	$125	$200	$200	$500	$201	$0
7. Software	$17	$131	$191	$40	$577	$0	$0
8. (a) Other - Marketing/Communications	$1,200	$635	$150	$132	$400	$48	$0
8. (b) Other - Education and Training	$1,500	$400	$25	$0	$707	$0	$0
8. (c) Other - Other (specify below)							
Current Expense	$668	$1,775	$3,008	$330	$7,133	$473	$0
Occupancy	$224	$1,486	$3,162	$363	$7,336	$485	$0
Meeting Expense	$500	$405	$10	$0	$150	$0	$0
9. Subrecipient Contracts	$10,000	$2,800	$46	$0	$1,000	$2,409	$0
Total Direct Costs	$44,248	$26,551	$76,770	$8,850	$180,059	$13,275	$0
Total Indirect Costs	$5,752	$3,449	$9,980	$1,151	$23,028	$1,725	$0
Subtotals	**$50,000**	**$30,000**	**$86,750**	**$10,000**	**$203,087**	**$15,000**	**$0**
						TOTAL	**$394,837**

Contractor Initials DS TC

Date 6/6/2022

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

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Vendor Initials _____
Date 6/6/2022

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: Partnership for Public Health, Inc.

6/6/2022
Date

DocuSigned by:
Tamera Carmichael
208A7E30D405409...
Name: Tamera Carmichael
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Partnership for Public Health, Inc.

6/6/2022
Date

DocuSigned by:
Tamera Carmichael
Name: Tamera Carmichael
Title: Executive Director

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TC
Vendor Initials

6/6/2022
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS TC

Date 6/6/2022

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Partnership for Public Health, Inc.

6/6/2022
Date

DocuSigned by:
Tamera Carmichael
26BA7E90D485ICD
Name: Tamera Carmichael
Title: Executive Director

DS
TC
Contractor Initials
6/6/2022
Date

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.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Partnership for Public Health, Inc.

6/6/2022
Date

DocuSigned by:
Tamera Carmichael
208A7E90D483AC0...
Name: Tamera Carmichael
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Partnership for Public Health, Inc.

6/6/2022
Date

DocuSigned by:
Tamera Carmichael
Name: Tamera Carmichael
Title: Executive Director

Contractor Initials TC
Date 6/6/2022

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials TC

Date 6/6/2022

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Partnership for Public Health, Inc.
The State	Name of the Contractor
Patricia M. Tilley	Tamera Carmichael
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Tamera Carmichael
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/7/2022	6/6/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (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: Partnership for Public Health, Inc.

6/6/2022
Date

DocuSigned by:
Tamera Carmichael
Name: Tamera Carmichael
Title: Executive Director

Contractor Initials DS TC
Date 6/6/2022

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: 786707856

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PARTNERSHIP FOR PUBLIC HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 21, 2005. 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: **534847**

Certificate Number: **0005775671**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of May A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Brian Lamontagne hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Partnership For Public Health, Inc..
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _October 22, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Tamera Carmichael, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Partnership for Public Health, 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: 5/11/22

Signature of Elected Officer
Name: Brian Lamontagne
Title: Board of Directors Treasurer

DocuSign Envelope ID: FCFDDCD9-7E82-4BFD-BDFC-550A7FE1CDC3

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Eleanor Spinazzola	
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
	E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Partnership for Public Health, Inc. 67 Water Street, Suite 105 Laconia NH 03246	INSURER A: Technology Insurance Co	42376
	INSURER B: Wesco Insurance Co	25011
	INSURER C: Twin City Fire Insuance Co	29459
	INSURER D: United States Fire Insurance Co.	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			TPP1721339	03/10/2022	03/10/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability-	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			TPP1721339	03/10/2022	03/10/2023	~~COMBINED~~ SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			WUM1956060	03/10/2022	03/10/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04WECRJ0009	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Accident/Health			US1379272	03/10/2022	03/10/2023		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tairby Kennelly

Partnership for Public Health

Mission Statement

To improve the health and well being of the region through inter-organizational collaboration and community and public health improvement activities

Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Financial Statements

With Schedule of Expenditures of Federal Awards

June 30, 2021 and 2020

and

Independent Auditor's Report

Report 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*

Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

Schedule of Findings and Questioned Costs

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH
FINANCIAL STATEMENTS
June 30, 2021 and 2020

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Partnership for Public Health, Inc. as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated March 3, 2022 on our consideration of Partnership for Public Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is 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 Partnership for Public Health, Inc.'s 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 Partnership for Public Health, Inc.'s internal control over financial reporting and compliance.

Vachon Clukay & Company PC

Manchester, New Hampshire
March 3, 2022

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Financial Position
June 30, 2021 and 2020

	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash	$ 278,600	$ 304,433
Cash, restricted	468,763	1,127,389
Contributions receivable	435,693	247,731
Prepaid expenses	18,468	15,624
TOTAL CURRENT ASSETS	1,201,524	1,695,177
PROPERTY AND EQUIPMENT:		
Leasehold improvements	4,561	4,561
Furniture and equipment	14,510	14,510
	19,071	19,071
Less accumulated depreciation	(18,465)	(18,103)
PROPERTY AND EQUIPMENT, NET	606	968
OTHER NONCURRENT ASSETS:		
Investments	52,268	105,223
Investments, restricted	-	180,584
Investment in LLC	700	968
Deposit	2,981	2,981
TOTAL OTHER NONCURRENT ASSETS	55,949	289,756
TOTAL ASSETS	$ 1,258,079	$ 1,985,901
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 160,626	$ 273,293
Accrued payroll	45,598	47,122
Accrued compensated absences	40,035	34,340
Accrued other expenses	54,458	35,368
Refundable advances from grantors	180,888	811,569
Refundable advance from grantor - SBA	159,170	
Fiduciary funds	2,120	2,120
Current portion of SBA note payable	57,030	95,085
TOTAL CURRENT LIABILITIES	699,925	1,298,897
NONCURRENT LIABILITIES:		
SBA note payable, less current portion	-	121,115
TOTAL NONCURRENT LIABILITIES	-	121,115
TOTAL LIABILITIES	699,925	1,420,012
NET ASSETS:		
Without donor restrictions:		
Undesignated	431,525	368,222
With donor restrictions:		
Purpose restrictions	126,629	197,667
TOTAL NET ASSETS	558,154	565,889
TOTAL LIABILITIES AND NET ASSETS	$ 1,258,079	$ 1,985,901

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Activities--
For the Years Ended June 30, 2021 and 2020

	2021	2020
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
Contributions	$ 9,839	$ 11,461
In-kind support	86,007	50,345
Federal funds	1,520,020	2,140,533
State funds	840,502	1,859,836
Private grants and awards	114,467	42,086
Special events	1,069	1,871
Agent fees	141,195	143,025
Miscellaneous income	900	856
Interest income	6,647	34,876
Net assets released from donor restrictions	125,072	88,970
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	2,845,718	4,373,859
EXPENSES:		
Program services	2,543,330	4,108,596
Supporting services:		
Management and general	235,187	239,670
Fundraising and development	3,898	8,727
Total supporting services	239,085	248,397
TOTAL EXPENSES	2,782,415	4,356,993
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	63,303	16,866
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	31,534	1,355
Federal funds	-	110,904
Private grants and awards	20,500	80,500
Special events	2,000	-
Net assets released from donor restrictions	(125,072)	(88,970)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	(71,038)	103,789
CHANGE IN NET ASSETS	(7,735)	120,655
NET ASSETS, JULY 1	565,889	445,234
NET ASSETS, JUNE 30	$ 558,154	$ 565,889

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2021

	Program Services	Supporting Services: Management and General	Supporting Services: Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	$ 718,503	$ 199,600	$ 3,598	$ 203,198	$ 921,701
Employee benefits	79,116	9,072	-	9,072	88,188
Payroll taxes	57,394	16,125	278	16,403	73,797
	855,013	224,797	3,876	228,673	1,083,686
OTHER EXPENSES:					
Contract services	88,811	903	-	903	89,714
Contract and grant subcontractors	1,308,109	75	-	75	1,308,184
Insurance	10,567	2,026	-	2,026	12,593
Fundraising	40	-	-	-	40
Occupancy	64,906	873	-	873	65,779
Operations	57,439	927	16	943	58,382
Supplies	135,722	1,041	-	1,041	136,763
Travel and meetings	21,559	522	-	522	22,081
Miscellaneous	1,164	3,661	6	3,667	4,831
Depreciation	-	362	-	362	362
Total	$ 2,543,330	$ 235,187	$ 3,898	$ 239,085	$ 2,782,415

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2020

	Program Services	Supporting Services: Management and General	Supporting Services: Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	$ 758,527	$ 194,131	$ 8,171	$ 202,302	$ 960,829
Employee benefits	84,197	8,754	-	8,754	92,951
Payroll taxes	56,681	13,590	548	14,138	70,819
	899,405	216,475	8,719	225,194	1,124,599
OTHER EXPENSES:					
Contract services	59,894	11,925	-	11,925	71,819
Contract and grant subcontractors	2,905,886	-	-	-	2,905,886
Discretionary funds	3,542	-	-	-	3,542
Insurance	8,227	3,680	-	3,680	11,907
Occupancy	58,512	2,425	-	2,425	60,937
Operations	55,347	1,119	-	1,119	56,466
Supplies	46,237	450	-	450	46,687
Travel and meetings	71,361	1,776	-	1,776	73,137
Miscellaneous	185	1,458	8	1,466	1,651
Depreciation	-	362	-	362	362
Total	$ 4,108,596	$ 239,670	$ 8,727	$ 248,397	$ 4,356,993

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Cash Flows
For the Years Ended June 30, 2021 and 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ (7,735)	$ 120,655
Adjustments to Reconcile Change in Net Assets to to Net Cash Used by Operating Activities:		
Depreciation	362	362
Change in assets and liabilities:		
Contracts receivable	(187,962)	(37,492)
Prepaid expenses	(2,844)	(4,456)
Accounts payable	(112,667)	(87,110)
Accrued payroll	(1,524)	5,589
Accrued compensated absences	5,695	3,577
Accrued other expenses	19,090	15,228
Refundable advances from contractors	(630,681)	(2,169,447)
Fiduciary pass-through	-	(1,133)
Net Cash Used by Operating Activities	(918,266)	(2,154,227)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from investments	235,958	129,310
Purchase of investments	(2,151)	(6,861)
Net Cash Provided by Investing Activities	233,807	122,449
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from note payable	-	216,200
Net Cash Provided for Financing Activities	-	216,200
Net Decrease in Cash	(684,459)	(1,815,578)
Cash, beginning of year	1,431,822	3,247,400
Cash, ending of year	$ 747,363	$ 1,431,822
Supplemental Disclosures:		
Reclassification of SBA note payable to refundable advance - $159,170		
In-kind donations received	86,007	$ 50,345
In-kind expenses	(86,007)	(50,345)
	$ -	$ -

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Partnership for Public Health, Inc., formerly known as Lakes Region Partnership for Public Health, Inc., (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities, except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. These net assets may be used at the discretion of management and the Entity's Board of Directors.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	2021	2020
As presented on the Statements of Financial Position -		
Cash	$ 278,600	$ 304,433
Cash, restricted	468,763	1,127,389
	$ 747,363	$ 1,431,822

Restricted Cash and Investments

Restricted cash and investments consist of advanced funding received from the State of New Hampshire for the Integrated Delivery Network (IDN), donor restricted contributions and fiduciary funds.

Investments

Investments, which consist principally of a certificate of deposit with a term of 5 months, is carried at their approximate market value at June 30, 2021.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for equipment and major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Leasehold improvements	10-15
Furniture and equipment	5-15

Depreciation expense was $362 for both the years ended June 30, 2021 and 2020.

Compensated Absences

Employees of the Entity working full-time, and part-time employees working at least 20 hours per week, are entitled to paid time off (PTO). PTO is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated PTO is payable upon termination of employment with proper notice. The Entity accrues accumulated PTO wages accordingly. During fiscal year 2020, due to the pandemic, employees were allowed to carry over an additional 40 hours of accrued PTO. During fiscal year 2021, employees

were allowed to carryover any hours in excess of the allowed 80 hours with the provision that the hours had to be used by September 30, 2021.

Donated Services, Materials and Facilities

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles. Donated facilities, supplies, equipment and staff support are recorded as "In-kind" contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Entity. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value, see Note 11 for additional information.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statement of functional expenses presents the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include salaries, payroll taxes, employee benefits, office supplies, fundraising, operations, and insurance, which are all allocated on the basis of time and effort, as noted previously. In addition, there are some indirect costs which are allocated based on square footage or as a percentage of total expenses.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2021 and 2020, because management of the Entity believes that all outstanding receivables are fully collectible.

Revenue and Revenue Recognition

The Entity recognizes contributions, donations, and miscellaneous revenue when cash is received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

The Entity also has revenue derived from cost-reimbursable federal grants, which are conditional upon certain performance requirements and/or incurrent of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Entity has met those performance requirements or incurred expenditures in compliance with the specific grant provisions. Amounts received prior to meeting performance requirements or incurring qualifying expenditures are reported as revenue with donor restrictions and amounts not yet received, but already awarded are recorded as grants receivable.

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 certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of June 30, 2021 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Fair Value of Financial Instruments

Cash and equivalents, investments, contracts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Change in Accounting Principle

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers,* in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition,* and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs-Contracts with Customers,* to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the "new guidance."

The Entity adopted the requirements of the new guidance as of July 1, 2020, utilizing the modified retrospective method of transition. The new guidance was applied using the practical expedient provided in Topic 606 that allows the guidance to be applied only to contracts that were not complete as of July 1, 2020. Adoption of the new guidance resulted in changes to our accounting policies for revenue recognition, trade receivables, contract costs, contract liabilities, and deferred costs. However, management estimates that the effect of these changes on the amounts that would have been reported under the former guidance to be immaterial. Management has evaluated the impact of the application of this standard and determined any applicability to the Entity is not material.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested in certificates of deposit to maximize investment return while maintaining safety and liquidity.

The following table reflects the Entity's financial assets as of June 30, 2021 and 2020, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	2021	2020
Cash	$ 747,363	$ 1,431,822
Investments	52,268	285,807
Contributions receivable	435,693	247,731
Total Financial Assets	1,235,324	1,965,360
Less:		
Obligations from grantor restricted funds	(162,776)	(296,618)
Net assets with donor restrictions	(126,629)	(197,667)
Refundable advances from grantors	(180,888)	(811,569)
Fiduciary funds	(2,120)	(2,120)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 762,911	$ 657,386

In the event of an unanticipated liquidity need, the Entity also could draw upon $125,000 of its available line of credit, as further discussed in Note 6.

NOTE 3—CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000. As of June 30, 2021 and 2020, all of the Entity's bank deposits were fully insured.

NOTE 4—INVESTMENT IN LLC

In January 2016, the Entity became a member of a newly established limited liability corporation, Community Health Services Network, LLC ("CHSN"), to support the enhancement of behavioral health services integration in the region. The Entity will provide financial and administrative services to CHSN.

NOTE 5—REFUNDABLE ADVANCES FROM GRANTORS

Refundable advances from grantors of $180,888 and $811,569 as of June 30, 2021 and 2020, respectively, represents unearned grant revenue on contributions from various funding agencies.

Refundable advances from grantors – SBA of $159,170 as of June 30, 2021 represents the portion of the SBA note payable to be forgiven in fiscal year 2022. See Note 7.

NOTE 6—LINE OF CREDIT

The Entity has a $125,000 line of credit with a local financial institution. The interest rate for the credit line was 5.25% at June 30, 2021 and 2020. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2021 and 2020, the balance on the line of credit was $0.

NOTE 7—SBA NOTE PAYABLE

At June 30, 2021 and 2020, the SBA note payable consists of the following:

	2021	2020
$216,200 unsecured note payable, payable in 18 monthly installments of $12,167 including interest at 1.00% beginning November 24, 2020 through April 24, 2022. The balance of the note is payable in full with all accrued interest on May 28, 2022.	$ 57,030	$ 216,200

The above SBA note payable is based upon an executed loan agreement that allows for principal forgiveness in whole or part upon satisfaction of certain criteria. Following are the maturities of the SBA note payable as of June 30, 2021:

Year Ending June 30,	Amount
2022	$ 57,030

The SBA note payable was obtained under the Payroll Protection Program. As noted above, the Entity is eligible to apply for principal forgiveness in whole or part by the Small Business Administration under the CARES Act, once certain eligibility criteria have been satisfied. During fiscal year 2021, the Entity applied for and in July 2021, received principal forgiveness totaling $159,170 plus interest of $2,034. For the year ended June 30, 2021, $159,170 has been recorded as an advance from grantor and will be recognized as revenue in the year ending June 30, 2022. The remaining note balance following forgiveness will be due in minimum monthly payments under the repayment terms detailed above.

NOTE 8—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following donor restricted funding at June 30, 2021 and 2020:

	2021	2020
ServiceLink	$ 8,707	$ 7,885
Volunteer CERT	1,477	1,477
Laconia Youth Alliance	21,544	
CERT	21,586	20,622
NH Charitable Foundation	34,317	39,304
DSRIP Incentive	17,783	18,114
CHSN - Public Health Officer		88,937
Other	21,215	21,328
Total Net Assets with Donor Restrictions	$ 126,629	$ 197,667

NOTE 9—CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2021 and 2020, the Entity recognized revenue of $2,360,522 (85.1%) and $4,000,369 (89.3%), respectively, from fees and grants from governmental agencies. Revenue is usually recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. However, in the years ended June 30, 2021 and June 30, 2020, the Entity received $536 thousand and $1.1 million, respectively, in performance payments on a five-year, $12.8 million governmental contract waiver to enhance behavioral health integration in the region. This revenue is anticipated to be recognized over a five-year period through fiscal year 2021, dependent on the receipt of State matching funds, achievement of performance metrics and other criteria. Other support originates from other program services, contributions, in-kind donations, and other income.

NOTE 10—LEASE COMMITMENTS

The Entity entered into a lease for office space located in Tamworth, NH with monthly lease payments of $1,068 through June 2021. The lease was renewed through June 30, 2022 with monthly payments at $1,068. Lease expense for the years ended June 30, 2021 and June 30, 2020 were $12,689 and $12,336, respectively.

The Entity also has two leases for office spaces in Laconia, NH. The first lease has monthly payments of $2,147 through August 31, 2019. An updated agreement was entered into with required payments of $2,185 through August 31, 2020. The second lease for additional office space was entered into on June 1, 2018. Under the terms of the agreement, monthly payments will be $780 per month through May 2019. The updated agreement effective June 1, 2019 reflects payments of $795 through May 2020 and was extended at the same terms through May 2021. Lease expense for the years ended June 30, 2021 and June 30, 2020 for these leases was $36,054 and $35,765, respectively. These agreements were amended into one lease for the units in Laconia, NH, with payments of $3,110 through June 30, 2022.

The Entity entered into a 60 month equipment lease with monthly lease payments of $495 through December 2021 with percentage increases in Years 2-5 for maintenance and overages of 5%-10%. Lease expense for the year ended June 30, 2021 was $3,561.

The following is a schedule, by years, of the future minimum payments for operating leases:

Year Ended June 30,	Annual Lease Commitments
2022	$ 56,141
2023	6,177
2024	6,430
2025	6,708
2026	3,427
	$ 78,883

NOTE 11—DONATED SERVICES, MATERIALS AND FACILITIES

The Entity receives various donated services, materials and facilities. For the years ended June 30, 2021 and 2020, there was $86,007 and $50,345, respectively, of in-kind donations recognized as revenue. In-kind donations have been included as functional expenses in these financial statements as follows:

	2021	2020
Supplies		$ 1,983
Contract services	$ 41,563	33,460
Travel and meetings		1,500
Operations	10,950	10,950
Contract and grant subcontractors	33,494	2,452
	$ 86,007	$ 50,345

NOTE 12—CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 13—SUBSEQUENT EVENTS

In July 2021, the Entity received notification of the forgiveness of $159,170 of their Paycheck Protection Program loan from the SBA.

Subsequent events have been evaluated through March 3, 2022 which is the date the financial statements were available to be issued.

NOTE 14—COVID IMPACT

Coronavirus disease 19 ("COVID-19") is a respiratory disease caused by the new coronavirus (SARS-CoV-2) not previously seen in humans. An outbreak of COVID-19 began in late 2019 in Wuhan, a city in China's Hubei province. To date, cases of COVID19 have spread around the world. In February 2020, the United States Centers for Disease Control and Prevention confirmed the spread of the disease to the United States, and in March 2020, the World Health Organization declared the outbreak a pandemic and the Trump Administration declared it a national emergency in the United States.

The Entity has and expects to continue to experience some effect in operations as a result of the COVID-19 pandemic, primarily in response to directives from government funding sources and officials in an attempt to quell the spread of the disease. The agency strategized and leveraged operating funds to outfit staff with needed technology as well as transition operating systems to allow remote work and tele-appointments to ensure the safety of staff and clients served in vulnerable populations.

The Entity accessed several funding sources related to pandemic support and relief such as the CARES Act, SBA Payroll Protection Program, FEMA, as well as other funding sources. These funds were utilized to support public safety expenditures in response to the pandemic as well as lost revenue attributable to COVID-19. Funds allowed the organization to bolster its emergency preparedness and response department to provide the community with PPE and education regarding precautions initially and then to administer and support other organizations in administration of vaccinations to eligible populations in the community. The response has been implemented with only two full time staff and mobilizing a cadre of volunteers increasing in-kind contributions significantly.

The Entity assessed expenditures to position the organization to utilize new equipment, technology, and systems as new standards of care as well as to assure preparation for any future emergency response.

NOTE 15—FUTURE ACCOUNTING STANDARDS

FASB has issued ASU 2016-02, *Lease (Topic 842),* which the Entity is required to implement for the year ending June 30, 2022. Management believes that this update will have a potentially significant impact on the financial statements. The Entity will be required to recognize a right-of-use asset and a lease liability for transactions currently identified as operating leases.

SCHEDULE I

PARTNERSHIP FOR PUBLIC HEALTH, INC.

Formerly known as Lakes Region Partnership for Public Health, Inc.

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2021

Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number	Assistance Listing Number	Total Federal Expenditures
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
Pass Through Payments from the County of Belknap, New Hampshire		
CDBG Entitlement Grants Cluster:		
Community Development Block Grants/Entitlement Grants	14.218	$ 773
Total CDBG Entitlement Grants Cluster		773
Total Department of Housing and Urban Development		773
DEPARTMENT OF THE TREASURY		
Pass Through Payments from the State of New Hampshire Governor's Office for Emergency Relief and Recovery		
COVID 19 - Coronavirus Relief Fund	21.019	45,024
Total Department of the Treasury		45,024
DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Pass Through Payments from the National Association of County and City Health Officials		
Medical Reserve Corps Small Grant Program #HITEP2000045-01-01	93.008	378
Pass Through Payments from the State of New Hampshire Department of Health and Human Services		
Special Programs for the Aging, Title IV, and Title II, Discretionary Projects #90MP0176-03-01	93.048	17,839
Pass Through Payments from University of New Hampshire		
Special Programs for the Aging, Title IV, and Title II, Discretionary Projects	93.048	
#HHS-2018-ACL-CIP-NWBC-0285		24,065
COVID 19 - #COVID BEAS-ADRC		30,336
		72,240
Pass Through Payments from the State of New Hampshire Department of Health and Human Services		
National Family Caregiver Support, Title III, Part E #2001-NHOAFC-02	93.052	72,090
Public Health Emergency Preparedness #NU90TP922018	93.069	59,175
Environmental Public Health and Emergency Response #NUE1EH001357	93.070	6,407
Medicare Enrollment Assistance Program #2001NHMISH-00	93.071	8,037

See notes to schedule of expenditures of federal awards

SCHEDULE I

PARTNERSHIP FOR PUBLIC HEALTH, INC.

Formerly known as Lakes Region Partnership for Public Health, Inc.

Schedule of Expenditures of Federal Awards (Continued)

For the Year Ended June 30, 2021

Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number	Assistance Listing Number	Total Federal Expenditures
Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	
#NUE2EH001408		4,271
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	
#SP020796		89,662
Immunization Cooperative Agreements	93.268	
#NH23IP922595		15,651
COVID-19 - #NH23IP922595		12,506
		28,157
Received Directly from the U.S. Department of Treasury		
Drug-Free Communities Support Program Grants	93.276	
#NH28CE003102		52,124
Pass Through Payments from the State of New Hampshire Department of Health and Human Services		
State Health Insurance Assistance Program	93.324	
COVID 19 - #90SA0003-02-03		25,881
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	
#NU90TP922106		43,190
Social Services Block Grant	93.667	
#2021-DLTSS-08-SERVI-05		132,386
National Bioterrorism Hospital Prepardness Program	93.889	
#U3REP190580		10,000
Block Grants for Prevention and Treatment of Substance Abuse	93.959	
#TI083041		111,054
Total Department of Health and Human Services		715,052
DEPARTMENT OF HOMELAND SECURITY		
Pass Through Payments from the State of New Hampshire Department of Health and Human Services		
Disaster Grants - Public Assistance (Presidentally Declared Disasters)	97.036	
COVID 19 - BEAS		5,006
COVID 19 - FEMA #4516DRNHP00000001		168,757
		173,763
Total Department of Homeland Security		173,763
Total Expenditures of Federal Awards		$ 934,612

See notes to schedule of expenditures of federal awards

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2021

NOTE 1—BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of Partnership for Public Health, Inc. under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the 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). Because the Schedule presents only a selected portion of the operations of Partnership for Public Health, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Partnership for Public Health, Inc.

NOTE 2—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule is presented using the accrual basis of accounting, which is described in Note 1 to Partnership for Public Health, Inc.'s financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursements.

NOTE 3—INDIRECT COST RATE

Partnership for Public Health, Inc. has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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& COMPANY PC

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REPORT 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*

Independent Auditor's Report

To the Board of Directors
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

We have audited, in accordance with the 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 financial statements of Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 3, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Partnership for Public Health, Inc.'s internal control over financial reporting (internal control) as a basis for designing 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 Partnership for Public Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Partnership for Public Health, Inc.'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 Partnership for Public Health, Inc.'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 financial statements. 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.

Vashon Clukay & Company PC

Manchester, New Hampshire
March 3, 2022

VACHON CLUKAY
& COMPANY PC

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REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditor's Report

To the Board of Directors
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Report on Compliance for Each Major Federal Program

We have audited Partnership for Public Health, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Partnership for Public Health, Inc.'s major federal programs for the year ended June 30, 2021. Partnership for Public Health, Inc.'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.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Partnership for Public Health, Inc.'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 Partnership for Public Health, Inc.'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 Partnership for Public Health, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Partnership for Public Health, Inc. 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, 2021.

Report on Internal Control Over Compliance

Management of Partnership for Public Health, Inc. is 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 Partnership for Public Health, Inc.'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 Partnership for Public Health, Inc.'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.

Vachon Clukay & Company PC

Manchester, New Hampshire
March 3, 2022

Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2021

Section I--Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified*

Internal control over financial reporting:
Material weakness(es) identified? _____ yes __X__ no
Significant deficiency(ies) identified? _____ yes __X__ none reported

Noncompliance material to financial statements noted? _____ yes __X__ no

Federal Awards

Internal control over major federal programs:
Material weakness(es) identified? _____ yes __X__ no
Significant deficiency(ies) identified? _____ yes __X__ none reported

Type of auditor's report issued on compliance for major federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes __X__ no

Identification of major federal program(s):

Assistance Listing Number(s)	Name of Federal Program or Cluster
93.667	Social Services Block Grant
93.959	Block Grants for Prevention and Treatment of Substance Abuse
97.036	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? _____ yes __X__ no

Section II--Financial Statement Findings

There were no findings relating to the financial statements required to be reported by GAGAS.

Section III--Federal Award Findings and Questioned Costs

There were no findings and questioned costs as defined under 2 CFR 200.516(a).

Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Financial Statements

June 30, 2020 and 2019

and

Independent Auditor's Report

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH
FINANCIAL STATEMENTS
June 30, 2020 and 2019

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Partnership for Public Health, Inc. as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Vachon Clukay & Company PC

Manchester, New Hampshire
December 22, 2020

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Financial Position
June 30, 2020 and 2019

	2020	2019
ASSETS		
CURRENT ASSETS:		
Cash	$ 304,433	$ 103,502
Cash, restricted	1,127,389	3,143,898
Contracts receivable	247,731	210,239
Prepaid expenses	15,624	11,168
TOTAL CURRENT ASSETS	1,695,177	3,468,807
PROPERTY AND EQUIPMENT:		
Leasehold improvements	4,561	4,561
Furniture and equipment	14,510	14,510
	19,071	19,071
Less accumulated depreciation	(18,103)	(17,741)
PROPERTY AND EQUIPMENT, NET	968	1,330
OTHER NONCURRENT ASSETS:		
Investments	105,223	102,528
Investments, restricted	180,584	305,362
Investment in LLC	968	1,334
Deposit	2,981	2,981
TOTAL OTHER NONCURRENT ASSETS	289,756	412,205
TOTAL ASSETS	$ 1,985,901	$ 3,882,342
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 273,293	$ 360,403
Accrued payroll	47,122	41,533
Accrued compensated absences	34,340	30,763
Accrued other expenses	35,368	20,140
Refundable advances from contractors	811,569	2,981,016
Fiduciary funds	2,120	3,253
Current portion of SBA note payable	95,085	-
TOTAL CURRENT LIABILITIES	1,298,897	3,437,108
NONCURRENT LIABILITIES:		
SBA note payable, less current portion	121,115	-
TOTAL NONCURRENT LIABILITIES	121,115	-
TOTAL LIABILITIES	1,420,012	3,437,108
NET ASSETS:		
Without donor restrictions:		
Undesignated	368,222	351,356
With donor restrictions:		
Purpose restrictions	197,667	93,878
TOTAL NET ASSETS	565,889	445,234
TOTAL LIABILITIES AND NET ASSETS	$ 1,985,901	$ 3,882,342

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Activities
For the Years Ended June 30, 2020 and 2019

	2020	2019
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
Contributions	$ 11,461	$ 10,682
In-kind support	50,345	53,195
Federal funds	2,140,533	1,674,127
State funds	1,859,836	1,267,823
Private grants and awards	42,086	32,963
Special events	1,871	2,494
Agent fees	143,025	142,698
Miscellaneous income	856	1,507
Interest income	34,876	40,388
Net assets released from donor restrictions	88,970	91,369
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	4,373,859	3,317,246
EXPENSES:		
Program services	4,108,596	3,062,731
Supporting services:		
Management and general	239,670	226,062
Fundraising and development	8,727	3,962
Total supporting services	248,397	230,024
TOTAL EXPENSES	4,356,993	3,292,755
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	16,866	24,491
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	1,355	2,945
Federal funds	110,904	
Private grants and awards	80,500	82,202
Net assets released from donor restrictions	(88,970)	(91,369)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	103,789	(6,222)
CHANGE IN NET ASSETS	120,655	18,269
NET ASSETS, JULY 1	445,234	426,965
NET ASSETS, JUNE 30	$ 565,889	$ 445,234

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2020

	Program Services	Supporting Services: Management and General	Supporting Services: Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	$ 758,527	$ 194,131	$ 8,171	$ 202,302	$ 960,829
Employee benefits	84,197	8,754	-	8,754	92,951
Payroll taxes	56,681	13,590	548	14,138	70,819
	899,405	216,475	8,719	225,194	1,124,599
OTHER EXPENSES:					
Contract services	59,894	11,925	-	11,925	71,819
Contract and grant subcontractors	2,905,886	-	-	-	2,905,886
Discretionary funds	3,542	-	-	-	3,542
Insurance	8,227	3,680	-	3,680	11,907
Occupancy	58,512	2,425	-	2,425	60,937
Operations	55,347	1,119	-	1,119	56,466
Supplies	46,237	450	-	450	46,687
Travel and meetings	71,361	1,776	-	1,776	73,137
Miscellaneous	185	1,458	8	1,466	1,651
Depreciation	-	362	-	362	362
Total	$ 4,108,596	$ 239,670	$ 8,727	$ 248,397	$ 4,356,993

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2019

	Program Services	Supporting Services: Management and General	Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	$ 821,401	$ 176,855	$ 3,282	$ 180,137	$ 1,001,538
Employee benefits	92,610	9,219	-	9,219	101,829
Payroll taxes	61,095	13,328	210	13,538	74,633
	975,106	199,402	3,492	202,894	1,178,000
OTHER EXPENSES:					
Contract services	63,790	14,107	-	14,107	77,897
Contract and grant subcontractors	1,767,075	-	-	-	1,767,075
Discretionary funds	6,000	-	-	-	6,000
Insurance	7,174	4,977	-	4,977	12,151
Fundraising	-	-	50	50	50
Occupancy	59,515	14	-	14	59,529
Operations	66,012	2,552	360	2,912	68,924
Supplies	31,908	608	-	608	32,516
Travel and meetings	84,728	2,240	-	2,240	86,968
Miscellaneous	1,423	1,800	60	1,860	3,283
Depreciation	-	362	-	362	362
Total	$ 3,062,731	$ 226,062	$ 3,962	$ 230,024	$ 3,292,755

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Cash Flows
For the Years Ended June 30, 2020 and 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 120,655	$ 18,269
Adjustments to Reconcile Increase in Net Assets to to Net Cash Used by Operating Activities:		
Depreciation	362	362
Change in assets and liabilities:		
Contracts receivable	(37,492)	(101,175)
Prepaid expenses	(4,456)	8,272
Deposit	-	255
Accounts payable	(87,110)	81,582
Accrued liabilities	24,394	(4,855)
Refundable advances from contractors	(2,169,447)	(292,813)
Fiduciary passthrough	(1,133)	(6,589)
Net Cash (Used) by Operating Activities	(2,154,227)	(296,692)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from investments	129,310	-
Purchase of investments	(6,861)	(7,657)
Net Cash Provided (Used) by Investing Activities	122,449	(7,657)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from note payable	216,200	-
Net Cash Provided for Financing Activities	216,200	-
Net Decrease in Cash	(1,815,578)	(304,349)
Cash, beginning of year	3,247,400	3,551,749
Cash, ending of year	$ 1,431,822	$ 3,247,400
Supplemental Disclosures:		
In-kind donations received	$ 50,345	$ 53,195
In-kind expenses	(50,345)	(53,195)
	$ -	$ -

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Partnership for Public Health, Inc., formerly known as Lakes Region Partnership for Public Health, Inc., (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities, except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. These net assets may be used at the discretion of management and the Entity's Board of Directors.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	2020	2019
As presented on the Statements of Financial Position -		
Cash	$ 304,433	$ 103,502
Cash, restricted	1,127,389	3,143,898
	$ 1,431,822	$ 3,247,400

Restricted Cash and Investments

Restricted cash and investments consist of advanced funding received from the State of New Hampshire for the Integrated Delivery Network (IDN), donor restricted contributions and fiduciary funds.

Investments

Investments, which consist principally of certificates of deposit with terms of one to three years, are carried at their approximate market value at June 30, 2020.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for equipment and major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Leasehold improvements	10-15
Furniture and equipment	5-15

Depreciation expense was $362 for the years ended June 30, 2020 and 2019, respectively.

Compensated Absences

Employees of the Entity working full-time, and part-time employees working at least 20 hours per week, are entitled to paid time off (PTO). PTO is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated PTO is payable upon termination of employment with proper notice. The Entity accrues accumulated PTO wages accordingly. During fiscal year 2020, due to the pandemic, employees were allowed to carry over an additional 40 hours of accrued PTO.

Donated Services, Materials and Facilities

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles. Donated facilities, supplies, equipment and staff support are recorded as "In-kind" contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Entity. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value, see Note 10 for additional information.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statement of functional expenses presents the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include salaries, payroll taxes, employee benefits, office supplies, fundraising, operations, and insurance, which are all allocated on the basis of time and effort, as noted previously. In addition, there are some indirect costs which are allocated based on square footage or as a percentage of total expenses.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2020 and 2019, because management of the Entity believes that all outstanding receivables are fully collectible.

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 certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of June 30, 2020 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Fair Value of Financial Instruments

Cash and equivalents, investments, contracts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Change in Accounting Principle

The Entity has adopted FASB Accounting Standards Update (ASU) No. 2018-08 *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which is meant to assist entities in evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions), or as exchange (reciprocal) transactions, and determining whether a contribution is conditional. Adoption of ASU 2018-08 was required for financial statements issued for fiscal years beginning after December 15, 2018, accordingly the Entity has adopted the new guidance as of July 1, 2019. The amendments in ASU 2018-08 are applicable only to the portions of revenue or expense not previously recognized, and therefore have no impact on prior period results or on opening balances of net assets.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested in certificates of deposit to maximize investment return while maintaining safety and liquidity.

The following table reflects the Entity's financial assets as of June 30, 2020 and 2019, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	2020	2019
Cash	$ 1,431,822	$ 3,247,400
Investments	285,807	407,980
Contracts receivable	247,731	210,239
Total Financial Assets	1,965,360	3,865,619
Less:		
Obligations from contractor restricted funds	(296,618)	(371,033)
Net assets with donor restrictions	(197,667)	(93,878)
Refundable advances from contractors	(811,569)	(2,981,016)
Fiduciary funds	(2,120)	(3,253)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 657,386	$ 416,439

In the event of an unanticipated liquidity need, the Entity also could draw upon $125,000 of its available line of credit, as further discussed in Note 6.

NOTE 3—CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000. As of June 30, 2020 and 2019, all of the Entity's bank deposits were fully insured.

NOTE 4—INVESTMENT IN LLC

In January 2016, the Entity became a member of a newly established limited liability corporation, Community Health Services Network, LLC ("CHSN"), to support the enhancement of behavioral health services integration in the region. The Entity will provide financial and administrative services to CHSN.

NOTE 5—REFUNDABLE ADVANCES FROM CONTRACTORS

Refundable advances from contractors of $811,569 and $2,981,016 as of June 30, 2020 and 2019, respectively, represents unearned grant revenue on contracts from various funding agencies.

NOTE 6—LINE OF CREDIT

The Entity has a $125,000 line of credit with Bank of New Hampshire. The interest rate for the credit line was 5.25% at June 30, 2020, and 7.50% at June 30, 2019. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2020 and 2019, the balance on the line of credit was $0.

NOTE 7—SBA NOTE PAYABLE

At June 30, 2020 and 2019, the SBA note payable consists of the following:

	2020	2019
$216,200 unsecured note payable, payable in 18 monthly installments of $12,167 including interest at 1.00% beginning November 24, 2020 through April 24, 2022. The balance of the note is payable in full with all accrued interest on May 28, 2022.	$ 216,200	$ -

The above SBA note payable is based upon an executed loan agreement that allows for principal forgiveness in whole or part upon satisfaction of certain criteria. The Entity beliefs all criteria will be successfully met and does not anticipate repayment of principal at this time. Following are the maturities of the SBA note payable as of June 30, 2020:

Year Ending June 30,	Amount
2021	$ 95,085
2022	121,115
	$ 216,200

The SBA note payable was obtained under the Payroll Protection Program. As noted above, the Entity may apply for principal forgiveness in whole or in part by the Small Business Administration under the CARES Act once certain eligibility criteria have been met. Any note balance remaining following forgiveness will be due in minimum monthly payments under the repayment terms detailed above.

NOTE 8—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following donor restricted funding at June 30, 2020 and 2019:

	2020	2019
Family Caregivers Network	$ 294	$ 2,866
ServiceLink	7,885	7,749
Volunteer CERT	1,477	1,477
N4A		1,006
CERT	20,622	18,968
NH Charitable Foundation	39,304	12,185
Tufts Momentum		6,033
DSRIP Incentive	18,114	8,486
Endowment for Health		12,000
CHSN - Public Health Officer	88,937	
Other	21,034	23,108
Total Net Assets with Donor Restrictions	$ 197,667	$ 93,878

NOTE 9—CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2020 and 2019, the Entity recognized revenue of $4,000,369 (89.3%) and $2,941,950 (88.7%), respectively, from fees and grants from governmental agencies. Revenue is usually recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. However, in the years ended June 30, 2020 and June 30, 2019, the Entity received $1.1 million and $1.8 million, respectively, in performance payments on a five-year, $12.8 million governmental contract waiver to enhance behavioral health integration in the region. This revenue is anticipated to be recognized over a five-year period through fiscal year 2021, dependent on the receipt of State matching funds, achievement of performance metrics and other criteria. Other support originates from other program services, contributions, in-kind donations, and other income.

NOTE 10—LEASE COMMITMENTS

The Entity entered into a lease for office space located in Tamworth, NH with monthly lease payments of $1,008 through December 2019. The lease was renewed through June 30, 2021 with payments of $1,068 through June 2021. Lease expense for the years ended June 30, 2020 and June 30, 2019 were $12,336 and $12,483, respectively.

The Entity also has two leases for office spaces in Laconia, NH. The first lease has monthly payments of $2,147 through August 31, 2019. An updated agreement was entered into with required payments of $2,185 through August 31, 2020. The second lease for additional office space was entered into on

June 1, 2018. Under the terms of the agreement, monthly payments will be $780 per month through May 2019. The updated agreement effective June 1, 2019 reflects payments of $795 through May 2020 and was extended at the same terms through May 2021. Lease expense for the years ended June 30, 2020 and June 30, 2019 for these two leases was $35,765 and $35,013, respectively.

The following is a schedule, by years, of the future minimum payments for operating leases:

Year Ended June 30,	Annual Lease Commitments
2021	$ 43,597
2022	3,532
	$ 47,129

NOTE 11—DONATED SERVICES, MATERIALS AND FACILITIES

The Entity receives various donated services, materials and facilities. For the years ended June 30, 2020 and 2019, there has been $50,345 and $53,195, respectively, of in-kind donations recognized as revenue. The following amounts of these donations have been included as functional expenses in these financial statements as follows:

	2020	2019
Supplies	$ 1,983	$ 2,241
Contract services	33,460	34,132
Occupancy	-	600
Travel and meetings	1,500	3,450
Operations	10,950	10,950
Contract and grant subcontractors	2,452	1,822
	$ 50,345	$ 53,195

NOTE 12—CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 13—SUBSEQUENT EVENTS

The Entity entered into a copier lease in November 2020 for 60 months with monthly payments of $495, including interest.

Subsequent events have been evaluated through December 22, 2020, which is the date the financial statements were available to be issued.

Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Financial Statements

June 30, 2019 and 2018

and

Independent Auditor's Report

PARNTERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH
FINANCIAL STATEMENTS
June 30, 2019 and 2018

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VACHON CLUKAY
& COMPANY PC

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Partnership for Public Health, Inc. as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Vachon Clukay & Company PC

Manchester, New Hampshire
November 7, 2019

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Financial Position
June 30, 2019 and 2018

ASSETS

	2019	2018 (restated)
CURRENT ASSETS:		
Cash	$ 103,502	$ 255,153
Cash, restricted	3,143,898	3,296,596
Contracts receivable	210,239	109,064
Prepaid expenses	11,168	19,440
TOTAL CURRENT ASSETS	3,468,807	3,680,253
PROPERTY AND EQUIPMENT:		
Leasehold improvements	4,561	4,561
Furniture and equipment	14,510	14,510
	19,071	19,071
Less accumulated depreciation	(17,741)	(17,379)
PROPERTY AND EQUIPMENT, NET	1,330	1,692
OTHER NONCURRENT ASSETS:		
Investments	102,528	100,717
Investments, restricted	305,362	300,211
Investment in LLC	1,334	639
Deposit	2,981	3,236
TOTAL OTHER NONCURRENT ASSETS	412,205	404,803
TOTAL ASSETS	$ 3,882,342	$ 4,086,748

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:		
Accounts payable	$ 360,403	$ 278,821
Accrued payroll	41,533	37,961
Accrued compensated absences	30,763	19,537
Accrued other expenses	20,140	39,793
Refundable advances from contractors	2,981,016	3,273,829
Fiduciary funds	3,253	9,842
TOTAL CURRENT LIABILITIES	3,437,108	3,659,783
TOTAL LIABILITIES	3,437,108	3,659,783
NET ASSETS:		
Without donor restrictions:		
Undesignated	351,356	326,865
With donor restrictions:		
Purpose restrictions	93,878	100,100
TOTAL NET ASSETS	445,234	426,965
TOTAL LIABILITIES AND NET ASSETS	$ 3,882,342	$ 4,086,748

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Activities
For the Years Ended June 30, 2019 and 2018

	2019	2018 (restated)
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE		
Contributions	$ 10,682	$ 8,408
In-kind support	53,195	41,606
Federal funds	1,674,127	1,202,368
State funds	1,267,823	799,768
Private grants and awards	32,963	17,878
Special events	2,494	2,294
Agent fees	142,698	174,465
Miscellaneous income	1,507	1,900
Interest income	40,388	12,138
Net assets released from donor restrictions	91,369	95,666
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	3,317,246	2,356,491
EXPENSES:		
Program services	3,062,731	2,096,284
Supporting services:		
Management and general	226,062	220,722
Fundraising and development	3,962	1,153
Total supporting services	230,024	221,875
TOTAL EXPENSES	3,292,755	2,318,159
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	24,491	38,332
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	2,945	8,380
Private grants and awards	82,202	99,649
Net assets released from donor restrictions	(91,369)	(95,666)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	(6,222)	12,363
CHANGE IN NET ASSETS	18,269	50,695
NET ASSETS, JULY 1, AS RESTATED	426,965	376,270
NET ASSETS, JUNE 30	$ 445,234	$ 426,965

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2019

	Program Services	Supporting Services: Management and General	Supporting Services: Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	$ 821,401	$ 176,855	$ 3,282	$ 180,137	$ 1,001,538
Employee benefits	92,610	9,219	-	9,219	101,829
Payroll taxes	61,095	13,328	210	13,538	74,633
	975,106	199,402	3,492	202,894	1,178,000
OTHER EXPENSES:					
Contract services	63,790	14,107	-	14,107	77,897
Contract and grant subcontractors	1,767,075	-	-	-	1,767,075
Discretionary funds	6,000	-	-	-	6,000
Insurance	7,174	4,977	-	4,977	12,151
Fundraising	-	-	50	50	50
Occupancy	59,515	14	-	14	59,529
Operations	66,012	2,552	360	2,912	68,924
Supplies	31,908	608	-	608	32,516
Travel and meetings	84,728	2,240	-	2,240	86,968
Miscellaneous	1,423	1,800	60	1,860	3,283
Depreciation	-	362	-	362	362
Total	$ 3,062,731	$ 226,062	$ 3,962	$ 230,024	$ 3,292,755

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2018

	Program Services	Supporting Services			
	Program Services	Management and General	Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	$ 763,954	$ 179,039	$ 876	$ 179,915	$ 943,869
Employee benefits	95,176	9,868	-	9,868	105,044
Payroll taxes	59,802	13,159	66	13,225	73,027
	918,932	202,066	942	203,008	1,121,940
OTHER EXPENSES:					
Contract services	70,507	8,982	-	8,982	79,489
Contract and grant subcontractors	880,367	-	-	-	880,367
Discretionary funds	6,080	-	-	-	6,080
Insurance	9,388	2,052	-	2,052	11,440
Fundraising	-	-	205	205	205
Occupancy	68,543	-	-	-	68,543
Operations	48,083	1,986	-	1,986	50,069
Supplies	46,946	338	-	338	47,284
Travel and meetings	46,771	3,020	-	3,020	49,791
Miscellaneous	667	1,975	6	1,981	2,648
Depreciation	-	303	-	303	303
Total	$ 2,096,284	$ 220,722	$ 1,153	$ 221,875	$ 2,318,159

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Cash Flows
For the Years Ended June 30, 2019 and 2018

	2019	2018 (restated)
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 18,269	$ 50,695
Adjustments to Reconcile Increase in Net Assets to to Net Cash (Used) Provided by Operating Activities:		
Depreciation	362	303
Change in assets and liabilities:		
Contracts receivable	(101,175)	19,106
Prepaid expenses	8,272	(401)
Deposit	255	250
Accounts payable	81,582	250,434
Accrued liabilities	(4,855)	(41,493)
Refundable advances from contractors	(292,813)	744,758
Fiduciary passthrough	(6,589)	(370)
Net Cash (Used) Provided by Operating Activities	(296,692)	1,023,282
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	(7,657)	(400,593)
Net Cash Used by Investing Activities	(7,657)	(400,593)
Net (decrease) increase in cash	(304,349)	622,689
Cash, beginning of year	3,551,749	2,929,060
Cash, ending of year	$ 3,247,400	$3,551,749
Supplemental Disclosures:		
In-kind donations received	$ 53,195	$ 41,606
In-kind expenses	(53,195)	(41,606)
	$ -	$ -

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2019 and 2018

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Partnership for Public Health, Inc., formerly known as Lakes Region Partnership for Public Health, Inc., (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities, except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. These net assets may be used at the discretion of management and the Entity's Board of Directors.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	2019	2018
As presented on the Statements of Financial Position -		
Cash and equivalents	$ 103,502	$ 255,153
Cash, restricted	3,143,898	3,296,596
	$ 3,247,400	$ 3,551,749

Restricted Cash and Investments

Restricted cash and investments consist of advanced funding received from the State of New Hampshire for the Integrated Delivery Network (IDN), donor restricted contributions and fiduciary funds.

Investments

Investments, which consist principally of certificates of deposit with terms of one to three years, are carried at their approximate market value at June 30, 2019.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for equipment and major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Leasehold improvements	10-15
Furniture and equipment	5-15

Depreciation expense was $362 and $303 for the years ended June 30, 2019 and 2018, respectively.

Compensated Absences

Employees of the Entity working full-time and part-time employees working at least 20 hours per week are entitled to paid time off (PTO). PTO is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated PTO is payable upon termination of employment with proper notice. The Entity accrues accumulated PTO wages accordingly.

Donated Services, Materials and Facilities

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles. Donated facilities, supplies, equipment and staff support are recorded as "In-kind" contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Entity. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value, see Note 10.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statement of functional expenses presents the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include salaries, payroll taxes, employee benefits, office supplies, fundraising, operations, and insurance, which are all allocated on the basis of time and effort, as noted previously. In addition, there are some indirect costs which are allocated based on square footage or as a percentage of total expenses.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2019 and 2018, because management of the Entity believes that all outstanding receivables are fully collectible.

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 certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of December 31, 2018 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements

Fair Value of Financial Instruments

Cash and equivalents, investments, contracts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – *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. The Entity has implemented ASU 2016-14 and has adjusted the presentation in these financial statements accordingly.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested in certificates of deposit to maximize investment return while maintaining safety and liquidity.

The following table reflects the Entity's financial assets as of June 30, 2019 and 2018, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	2019	2018
Cash	$ 3,247,400	$ 3,551,750
Investments	407,980	400,928
Contracts receivable	210,239	109,064
Total Financial Assets	3,865,619	4,061,742
Less:		
Obligations from contractor restricted funds	(371,033)	(287,252)
Net assets with donor restrictions	(93,878)	(100,100)
Refundable advances from contractors	(2,981,016)	(3,273,829)
Fiduciary funds	(3,253)	(9,842)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 416,439	$ 390,719

In the event of an unanticipated liquidity need, the Entity also could draw upon $125,000 of its available line of credit, as further discussed in Note 6.

NOTE 3—CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000. As of June 30, 2019, all of the Entity's bank deposits were fully insured and as of June 30, 2018, the balance in excess of federally insured limits was $118,484.

NOTE 4—INVESTMENT IN LLC

In January 2016, the Entity became a member of a newly-established limited liability corporation, Community Health Services Network, LLC ("CHSN"), to support the enhancement of behavioral health services integration in the region. The Entity will provide financial and administrative services to CHSN.

NOTE 5—REFUNDABLE ADVANCES FROM CONTRACTORS

Refundable advances from contractors of $2,981,016 and $3,273,829 as of June 30, 2019 and 2018, respectively, represents unearned grant revenue on contracts from various funding agencies.

NOTE 6—LINE OF CREDIT

The Entity has a $125,000 line of credit with Bank of New Hampshire. The interest rate for the credit line was 7.50% at June 30, 2019, and 7.00% at June 30, 2018. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2019 and 2018, the balance of the line of credit was $0.

NOTE 7—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following donor restricted funding at June 30, 2019 and 2018:

	2019	2018
Family Caregivers Network	$ 2,866	$ 2,769
ServiceLink	7,749	8,550
Volunteer CERT	1,477	1,402
N4A	1,006	1,006
CERT	18,968	17,177
NH Charitable Foundation	12,185	8,461
Tufts Momentum	6,033	-
DSRIP Incentive	8,486	-
Endowment for Health	12,000	-
Other	23,108	60,735
Total Net Assets with Donor Restrictions	$ 93,878	$ 100,100

NOTE 8—CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2019 and 2018, the Entity recognized revenue of $2,941,950 (88.7%) and $2,002,136 (85.2%), respectively, from fees and grants from governmental agencies. Revenue is usually recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. However, in the years ended June 30, 2019 and June 30, 2018, the Entity received $1.8 million and $1.9 million, respectively, in capacity building funds on a five-year, $12.8 million governmental contract waiver to enhance behavioral health integration in the region. This revenue is anticipated to be recognized over a five-year period through fiscal year 2021, dependent on the receipt of State matching funds, achievement of performance metrics and other criteria. Other support originates from other program services, contributions, in-kind donations, and other income.

NOTE 9—LEASE COMMITMENTS

The Entity entered into a lease for office space located in Tamworth, NH with monthly lease payments of $1,134 through December 2018. The lease was renewed through June 30, 2020 with payments of $1,008 through December 2019 and $1,048 thereafter, through June 2020. Lease expense for the years ended June 30, 2019 and June 30, 2018 were $12,483 and $13,604, respectively.

The Entity also has two leases for office spaces in Laconia, NH. The first lease has monthly payments of $2,089 through August 31, 2018. An updated agreement was entered into with required payments of $2,147 through August 31, 2019. The second lease for additional office space was entered into on June 1, 2018. Under the terms of the agreement, monthly payments will be $780 per month through May 2019. The updated agreement effective June 1, 2019 reflects payments of $795 through May 2020. Lease expense for the years ended June 30, 2019 and June 30, 2018 for these two leases was $35,013 and $36,583, respectively.

The following is a schedule, by years, of the future minimum payments for operating leases:

Year Ended June 30,	Annual Lease Commitments
2020	$ 25,375
2021	6,288
	$ 31,663

NOTE 10—DONATED SERVICES, MATERIALS AND FACILITIES

The Entity receives various donated services, materials and facilities. For the years ended June 30, 2019 and 2018, there has been $53,195 and $41,606, respectively, of in-kind donations recognized as revenue. The following amounts of these donations have been included as functional expenses in these financial statements:

	2019	2018
Supplies	$ 2,241	$ 1,820
Contract services	34,132	7,542
Occupancy	600	5,500
Travel and meetings	3,450	3,600
Operations	10,950	10,950
Contract and grant subcontractors	1,822	12,194
	$ 53,195	$ 41,606

NOTE 11—CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 12—RESTATEMENT OF NET ASSETS

During the year ended June 30, 2019, it was noted that refundable advances from contractors was overstated and net assets with donor restrictions was understated. The impact of this restatement on net assets as of July 1, 2017 and 2018 is as follows:

Net Assets - July 1, 2017, as previously reported	$ 311,894
Amount of restatement due to:	
Overstatement of refundable advances from contractors	64,376
Net Assets - July 1, 2017, as restated	$ 376,270
Net Assets - July 1, 2018, as previously reported	$ 352,751
Amount of restatement due to:	
Overstatement of refundable advances from contractors	74,214
Net Assets - July 1, 2018, as restated	$ 426,965

NOTE 13—SUBSEQUENT EVENTS

Subsequent events have been evaluated through November 7, 2019, which is the date the financial statements were available to be issued.

Lakes Region Partnership for Public Health, Inc.
D/B/A Partnership for Public Health

Financial Statements

June 30, 2018 and 2017

and

Independent Auditor's Report

LAKES REGION PARNTERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
FINANCIAL STATEMENTS
June 30, 2018 and 2017

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.
d/b/a Partnership for Public Health

Report on the Financial Statements

We have audited the accompanying financial statements of Lakes Region Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not to expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Partnership for Public Health, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional expenses on pages 12 and 13 are presented for purposes of additional analysis and are not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 financial statements as a whole.

Vachon Clukay & Company PC

Manchester, New Hampshire
October 30, 2018

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
STATEMENTS OF FINANCIAL POSITION
June 30, 2018 and 2017

ASSETS

	2018	2017
CURRENT ASSETS:		
Cash	$ 255,153	$ 299,231
Cash, restricted	3,296,596	2,629,829
Contracts receivable	109,064	128,170
Prepaid expenses	19,440	19,039
TOTAL CURRENT ASSETS	3,680,253	3,076,269
PROPERTY AND EQUIPMENT:		
Leasehold improvements	4,561	4,561
Furniture and equipment	14,510	14,510
	19,071	19,071
Less accumulated depreciation	(17,379)	(17,076)
PROPERTY AND EQUIPMENT, NET	1,692	1,995
OTHER NONCURRENT ASSETS:		
Investments	100,717	-
Investments, restricted	300,211	-
Investment in LLC	639	974
Deposit	3,236	3,486
TOTAL OTHER NONCURRENT ASSETS	404,803	4,460
TOTAL ASSETS	$ 4,086,748	$3,082,724

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:		
Accounts payable	$ 278,821	$ 28,387
Accrued payroll	37,961	40,092
Accrued compensated absences	19,537	28,957
Accrued other expenses	39,793	69,735
Deferred contract revenue	3,348,043	2,593,447
Fiduciary funds	9,842	10,212
TOTAL CURRENT LIABILITIES	3,733,997	2,770,830
TOTAL LIABILITIES	3,733,997	2,770,830
NET ASSETS:		
Temporarily restricted	25,886	23,362
Unrestricted	326,865	288,532
TOTAL NET ASSETS	352,751	311,894
TOTAL LIABILITIES AND NET ASSETS	$ 4,086,748	$3,082,724

See notes to financial statements

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2018 and 2017

	2018	2017
CHANGES IN UNRESTRICTED NET ASSETS:		
SUPPORT AND REVENUE		
Contributions	$ 8,408	$ 2,557
In-kind support	41,606	49,885
Federal funds	1,202,368	742,598
State funds	799,768	363,412
Private grants and awards	107,689	151,590
Special events	2,294	2,160
Agent fees	174,465	162,898
Miscellaneous income	1,900	3,789
Interest income	12,138	2,439
TOTAL UNRESTRICTED SUPPORT AND REVENUE	2,350,636	1,481,328
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	5,855	5,995
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	5,855	5,995
TOTAL UNRESTRICTED REVENUES AND OTHER SUPPORT	2,356,491	1,487,323
EXPENSES:		
Program services	2,096,284	1,302,034
Management and general	220,722	174,814
Fundraising and development	1,153	354
TOTAL EXPENSES	2,318,159	1,477,202
TOTAL INCREASE IN UNRESTRICTED NET ASSETS	38,332	10,121
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Contributions	8,380	15,807
Net assets released from restrictions	(5,855)	(5,995)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	2,525	9,812
CHANGE IN NET ASSETS	40,857	19,933
NET ASSETS, JULY 1	311,894	291,961
NET ASSETS, JUNE 30	$ 352,751	$ 311,894

See notes to financial statements

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2018 and 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 40,857	$ 19,933
Adjustments to Reconcile Increase in Net Assets to to Net Cash Provided by Operating Activities:		
Depreciation	303	2,853
Loss on disposal of property and equipment	-	3,350
Change in assets and liabilities:		
Accounts receivable	19,106	94,125
Prepaid expenses	(401)	(3,994)
Deposit	250	-
Accounts payable	250,434	(98,777)
Accrued liabilities	(41,493)	66,441
Deferred contract revenue	754,596	2,467,678
Fiduciary passthrough	(370)	(3,528)
Net Cash Provided by Operating Activities	1,023,282	2,548,081
CASH FLOWS FROM INVESTING ACTIVITIES:		
(Purchase) sale of investments	(400,593)	10,057
Net Cash Provided (Used) by Investing Activities	(400,593)	10,057
Net increase in cash	622,689	2,558,138
Cash, beginning of year	2,929,060	370,922
Cash, ending of year	$ 3,551,749	$ 2,929,060
Supplemental Disclosures:		
In-kind donations received	$ 41,606	$ 49,885
In-kind expenses	(41,606)	(49,885)
	$ -	$ -

See notes to financial statements

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2018 and 2017

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Lakes Region Partnership for Public Health, Inc. (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to Not-for-Profit entities. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Contributions

The Entity accounts for contributions received in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash and equivalents consists of demand deposits, cash on hand and all highly liquid investments with a maturity of 90 days or less.

Restricted Cash and Investments

Restricted cash and investments consist of advanced funding received from the State of New Hampshire for the Integrated Delivery Network (IDN), temporarily restricted contributions and fiduciary funds.

Investments

Investments, which consist principally of certificates of deposit with terms of one to three years, are carried at their approximate market value at June 30, 2018.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for equipment and major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Leasehold improvements	10-15
Furniture and equipment	5-15
Office equipment	5-10

Depreciation expense was $303 and $2,853 for the years ended June 30, 2018 and 2017, respectively.

Compensated Absences

Employees of the Entity working full-time and part-time employees working at least 20 hours per week are entitled to paid time off (PTO). PTO is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated PTO is payable upon termination of employment with proper notice. The Entity accrues accumulated PTO wages accordingly.

Donated Services, Materials and Facilities

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value, see Note 9.

Functional Allocation of Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis. Accordingly, certain costs have been allocated on the statement of functional expenses among the programs and supporting services based on percentage allocations determined by the Entity's management.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2018 and 2017, because management of the Entity believes that all outstanding receivables are fully collectible.

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 certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for any exempt function income. In addition, the Entity is not subject to state income taxes. Accordingly, no provision has been made for Federal or State income taxes.

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity does not have any material unrecognized tax benefits.

Fair Value of Financial Instruments

Cash and equivalents, investments, accounts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Reclassification

Certain reclassifications have been made to the June 30, 2017 financial statement presentation to correspond to the current year format. These reclassifications had no effect on the change in net assets for the year ending June 30, 2017, as previously reported.

NOTE 2--CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000. The balances in excess of federally insured limits for the Entity were $118,484 and $134,289 at June 30, 2018 and 2017, respectively.

NOTE 3--INVESTMENT IN LLC

In January 2016, the Entity became a member of a newly-established limited liability corporation, Community Health Services Network, LLC ("CHSN"), to support the enhancement of behavioral health services integration in the region. The Entity will provide financial and administrative services to CHSN.

NOTE 4--DEFERRED CONTRACT REVENUE

Deferred contract revenue of $3,348,043 and $2,593,447 as of June 30, 2018 and 2017, respectively, represents unearned grant revenue on contracts from various funding agencies.

NOTE 5--LINE OF CREDIT

The Entity has a $125,000 line of credit with Bank of New Hampshire. The interest rate for the credit line was 7.00% at June 30, 2018, and 6.25% at June 30, 2017. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2018 and 2017, the balance of the line of credit was $0.

NOTE 6--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following donor restricted funding at June 30, 2018 and 2017:

	2018	2017
Family Caregivers Network	$ 2,769	$ 2,670
ServiceLink	550	
Volunteer CERT	1,402	932
N4A	1,006	1,006
CERT	17,177	18,272
Other	2,982	482
	$ 25,886	$ 23,362

NOTE 7--CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2018 and 2017, the Entity recognized revenue of $2,002,136 (85.2%) and $1,106,010 (74.7%), respectively, from fees and grants from governmental agencies. Revenue is usually recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. However, in the years ended June 30, 2018 and June 30, 2017, the Entity received $1.9 million and $2.8 million, respectively, in capacity building funds on a five-year, $12.8 million governmental contract waiver to enhance behavioral health integration in the region. This revenue is anticipated to be recognized over a five-year period through fiscal year 2021, dependent on the receipt of State matching funds, achievement of performance metrics and other criteria. Other support originates from other program services, contributions, in-kind donations, and other income.

NOTE 8--LEASE COMMITMENTS

The Entity entered into a lease for office space located in Tamworth, NH with monthly lease payments of $1,533 through December 2015,. $1,578 through March 2017. The Entity entered into a new lease agreement for the same space effective April 1, 2017 through December 31, 2018. Lease payments under the terms of the new agreement will include monthly payments of $1,134 through December 31, 2018. Lease expense for the years ended June 30, 2018 and June 30, 2017 were $13,604 and $17,603, respectively.

The Entity also has two leases for office spaces in Laconia, NH. The first lease has monthly payments of $2,030 through August 31, 2016, $2,051 through August 31, 2017, $2,089 through August 31, 2018. The second lease for additional office space was entered into on June 1, 2015 for a 3-year term. Monthly lease payments are $737 through May 31, 2016, $744 through May 31, 2017, and $762 through May 31, 2018. Effective June 1, 2018 the Entity entered into an updated lease agreement. Under the terms of the updated agreement, monthly payments will increase to $780 per month. Lease expense for the years ended June 30, 2018 and June 30, 2017 for these two leases was $36,583 and $36,007, respectively.

The following is a schedule, by years, of the future minimum payments for operating leases:

Year Ended June 30,	Annual Lease Commitments
2019	$ 20,340

NOTE 9--DONATED SERVICES, MATERIALS AND FACILITIES

The Entity receives various donated services. For the years ended June 30, 2018 and 2017, there has been $41,606 and $49,885, respectively, of donated services recognized as revenue. The following amounts of donated services have been included as functional expenses in these financial statements:

	2018	2017
Supplies	$ 1,820	$ 9,920
Contract Services	7,542	11,482
Occupancy	5,500	5,520
Travel and Meetings	3,600	3,575
Operations	10,950	10,950
Contract and grant subcontractors	12,194	8,438
	$ 41,606	$ 49,885

NOTE 10--CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 11--SUBSEQUENT EVENTS

Subsequent events have been evaluated through October 30, 2018 which is the date that the financial statements were available to be issued. On July 25, 2018, the Entity entered into an updated lease agreement for its Laconia location. Terms of the lease include monthly rent of $2,147 effective September 1, 2018. On October 3, 2018, the Entity entered into a new lease for office space in Tamworth, NH. Terms of the lease include monthly rent of $1,008 effective October 4, 2018.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2018

		Supporting Services			
	Program Services	Management and General	Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	$ 763,954	$ 179,039	$ 876	$ 179,915	$ 943,869
Employee benefits	95,176	9,868	-	9,868	105,044
Payroll taxes	59,802	13,159	66	13,225	73,027
	918,932	202,066	$ 942	203,008	1,121,940
OTHER EXPENSES:					
Contract services	70,507	8,982	-	8,982	79,489
Contract and grant subcontractors	880,367	-	-	-	880,367
Discretionary funds	6,080	-	-	-	6,080
Insurance	9,388	2,052	-	2,052	11,440
Fundraising	-	-	205	205	205
Occupancy	68,543	-	-	-	68,543
Operations	48,083	1,986	-	1,986	50,069
Supplies	46,946	338	-	338	47,284
Travel and meetings	46,771	3,020	-	3,020	49,791
Miscellaneous	667	1,975	6	1,981	2,648
Depreciation	-	303	-	303	303
Total	$ 2,096,284	$ 220,722	$ 1,153	$ 221,875	$ 2,318,159

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2017

	Program Services	Supporting Services: Management and General	Supporting Services: Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	$ 715,722	$ 128,854	-	$ 128,854	$ 844,576
Employee benefits	86,850	4,849	-	4,849	91,699
Payroll taxes	56,597	9,345	-	9,345	65,942
	859,169	143,048	$ -	143,048	1,002,217
OTHER EXPENSES:					
Contract services	53,157	15,075	-	15,075	68,232
Contract and grant subcontractors	146,871	-	-	-	146,871
Discretionary funds	18,847	-	-	-	18,847
Insurance	7,144	3,958	-	3,958	11,102
Fundraising	-	-	340	340	340
Occupancy	70,968	314	-	314	71,282
Operations	57,634	57	-	57	57,691
Supplies	44,411	1,372	-	1,372	45,783
Travel and meetings	39,538	2,279	-	2,279	41,817
Miscellaneous	4,295	5,858	14	5,872	10,167
Depreciation	-	2,853	-	2,853	2,853
Total	$ 1,302,034	$ 174,814	$ 354	$ 175,168	$ 1,477,202

Partnership for Public Health, Inc.

Board Matrix December 2020	Profession	City/Town-Live-work
1. Sandi Moore- Beinoras	Psychiatric Nurse -Private Practice	Gilford
2 Jason Bean	Deputy Chief EMS, Laconia Fire Department	Laconia
3. Trish Stafford, Pres	Town Manager - Sanbornton	Gilford - Sanbornton
4 Maureen MacDonald	DHHS Public Health Nurse	Belmont
5. Susanne Chisholm, Sec	Attorney, Partner	Sanbornton
6 Lisa Dupuis, VP	CEO, Central NH VNA and Hospice	Gilmanton
7. Brian Lamontagne, Treas.	FSB Branch Manager, Gilford	Meredith
8. Sarah Stanley	NH Veteran's Home, Marketing Specialist	Franklin
9. Lisa Garcia	Registered Dietitian - business owner	Meredith (W)/Laconia (L)
10. Michelle Lennon	CRSW, Executive Director - Greater Tilton Family Resource Center	Tilton
11. Sandra VanGundy	BS, EdD, RN, CPHQ; LRGH Director Quality and Population Health	
12. Margaret Franckhauser	MS, MPH, RN; JSI Director of Aging Services	New Hampton

Tamera S. Carmichael

[redacted]

SUMMARY

A Proven program administrator with 29 years of experience developing effective social support programs. Secured over $1.4 million in program funding to improve the social determinants of health for underserved families and individuals. Served on over 15 boards and coalitions to establish inter-organizational partnerships and foster community collaboration. Supervised 5 diverse programs with 25 team members to create and implement holistic public policies.

EDUCATION

University of South Florida — Tampa, FL
Bachelor of Arts in Sociology — 1988

Saint Petersburg College — Clearwater, FL
Associate of Arts Degree — 1986

PROFESSIONAL EXPERIENCE

Partnership for Public Health Inc. — Laconia, NH
Executive Director — 2020 - Present

- Strategic planning; grants/contracts; community relations; and resource development leadership
- Fiscal Oversight for organization's budget exceeding $3 million
- Effective management and development more than 20 diverse employees, interns, and volunteers
- Administration of Regional Public Health Network: CHIP/CHA development and implementation

State of Florida Department of Health — Gainesville, FL
Program Development Administrator — 2008 – 2020

- Responsible for development and management of 5 public health programs whose budgets exceed $2 million
- Establish and monitor contracts for North Central Florida Health Department Consortium
- Effective management and development of 25 diverse employees, interns, and volunteers
- Over 8 years member of CHIP/CHA Steering Committee and Performance Management Council

Bay Area Bail Bonds & Investigations, Inc. — Clearwater, FL
Owner/Operator — 2001 – 2008

- Qualified and wrote more than $2 million monthly in commercial bail indemnities
- Managed 9 employees of diverse backgrounds as well as payroll, accounts receivable, and accounts payable
- Served as Secretary of the Pinellas County Bail Bond Association
- Used investigation techniques and critical analytical skills to locate and retrieve delinquent sureties

Mease Manor Inc. — Dunedin, FL
Social Services Director — 1998 – 2001

- Monitored compliance and documentation per State and Federal Regulations in a long-term care facility
- Established interdepartmental plans of care for residents and supervised multiple employees of diverse backgrounds and responsibilities
- Inaugural winner of the Florida Healthcare Association's Social Service Worker of the Year award
- Established family/caregiver support group
- Collaborated with community services to provide quality care and ensure psychosocial well-being of residents and responsible parties

Suncoast Hospital Largo, FL
Patient Service Coordinator I 1993 – 1995

- Monitored compliance and documentation per State and Federal Regulations in a skilled nursing and acute care facilities
- Provided individualized discharge planning and interdepartmental coordination for patients
- On-call rotation as Patient Service Coordinator for all hospital departments (surgery, Maternity, ICU, etc.)

Family Resources, Inc. St. Petersburg, FL
Youth Care Worker III 1990 – 1993

- Care and Supervision of children 9-18 years old in a crisis/runaway shelter, phone crisis counsel
- Supervised staff and volunteers, recruited and trained volunteers, marketing and fund raising
- Interfaced with law enforcement, child protective services, and victims' advocates
- Supervised visits with parents and children
- Completed necessary documentation for a non-profit organization per guidelines

LICENSURE AND CERTIFICATIONS

State of New Hampshire Notary Public
Florida Certified Contract Manager
State Certified Contract Administrator

SKILLS

Soft: Program Development, Employee Recruitment and Empowerment, Community Collaboration, Effective Communication, Public Speaking, Strategic Planning, and Quality Improvement, Leadership
Hard: Microsoft Office Suite, Proprietary Software, Database Management, IS200.b FEMA Emergency Management, Financial Management, Regulatory Compliance, Contract Administration, and Grant Writing

CARISSA ELPHICK

EDUCATION

University of New Hampshire, Durham, New Hampshire **September 2013**
Master of Arts Degree in Justice Studies, (Graduating GPA: 3.92)

Saint Joseph's College of Maine, Standish, Maine **May 2011**
Bachelor of Arts Degree in Psychology with Summa Cum Laude Honors (Graduating GPA: 3.90)

EXPERIENCE

Partnership for Public Health, Laconia, NH
Director, Human Service Programs **May 2017- Present**

- Responsible for all deliverables associated with ServiceLink Resource Center program, a contract of Bureau of Elderly and Adult Services to include Options Counseling, NH Family Caregiver Program, State Health Insurance Assistance Program, and Veteran-Directed Program. Oversight of two locations in both Belknap and Carroll County;
- Direct supervision of seven employees to include designing and facilitating professional development plans;
- Participated in the development of agency strategic plan and serve as agency lead of all activities related to healthy aging on both a local and statewide level;
- Member of the Winnipesaukee Public Health Council and Carroll County Coalition for Public Health and facilitate a regional collaborative of stakeholders responsible for the goals and objectives in the Community Health Improvement Plan relating to healthy aging;
- Facilitate regional NH CarePath meeting, a statewide and regional partnership dedicated to coordinated access for long term supports and services;
- Effective leader and team member willing to stray from the norm to find creative solutions for best outcomes.
- Advocate coalition building and breaking down silos to move partners closer to an integrated model of care.
- Assist with agency strategic marketing, communication, sustainability, and development plans to include grant writing.

Community Health Services Network LLC, Laconia, NH
Executive Director **August 2020 - Present**

- Direct an Integrated Delivery Network (IDN) comprised of 31 healthcare and social service agencies via a Medicaid 1115 waiver providing innovative programs and strategies to transform the delivery of care and improve health outcomes for participants faced with mental health and/or substance use disorders.
- Serve as the face of our IDN for all State, County or media activities. Serve as the communications hub and liaison for partners while working closely with organizational leadership, board of directors, network partners and staff to strategically move and affect project outcomes.
- Manage and direct all fiscal operations, including budget oversight, authorizing expenditures, reimbursements, grant tracking, accounting and coordinating financial reporting.
- Provide oversight of six project workgroups by providing leadership, guidance and technical assistance needed to support teams in meeting project deadlines and goals. Workgroups include HIT, Integrated Health, Workforce, Supportive Community Re-Entry, Expansion in Intensive Outpatient Treatment and Enhanced Care Coordination for High Needs Population. Each project has a specific focus of integrating one's behavioral health needs within their primary care, identifying the social determinants of health and connecting to appropriate social services.

Long Term Support Counselor/Care Transitions Specialist **December 2014 – May 2017**

- Perform person- centered options counseling to connect individuals to long term supports and services;
- Screen for eligibility and assist consumers with applications for assistance for state benefits, housing, other community resources;
- Certified State Health Insurance Assistance Program (SHIP) Counselor assisting clients with Medicare related questions and enrollments in cost-saving programs to include assisting low-income individuals and those living in rural locations;
- Assistance with discharge planning and provide follow-up after discharge for high risk patients at Lakes Region General Hospital in order to reduce readmission rates;
- Created and facilitate community wrap-around team consisting of mental health, law enforcement, fire/EMS, healthcare, and social services.

CARISSA ELPHICK

Merrimack County Advocacy Center, Concord, New Hampshire
Program Assistant/Forensic Interviewer ———— **May 2013-November 2014**

- Coordinate a multidisciplinary team of 29 law enforcement agencies, child protective service workers, crisis center advocates, prosecutors, mental health professionals, and medical professionals to include facilitating team meetings and case review;
- Coordinate, schedule, and conduct forensic interviews of victims of child abuse and adult sexual assault;
- Creation, coordination, and implementation of outreach and prevention projects;
- Assist in agency sustainability through fundraising and community relationship building.

State of New Hampshire Judicial Branch, Franklin, New Hampshire
Court Assistant II **January 2012-July 2012**

- Daily docketing of incoming law enforcement complaints and judicial mail;
- Scheduling hearings and case management on all adoptions, name changes, minor guardianships, and trusts

OTHER NOTABLE EXPERIENCE

- ***Advisory Council Member, Tri-State Learning Collaborative on Aging*** **February 2021**
- ***Founding Member, Gilford Neighbors*** **January 2021**
- ***Ambassador Charting the Life Course***
- ***Home and Community Based Services Conference*** **August 26, 2019**
  Presenter
- ***Founding Board Member, Huggins' Hospital Rural Health Network*** **November 2018**
- ***ALS Association of Northern New England Annual Conference*** **November 2018**
  Presenter
- ***Leadership Lakes Region*** **Class of 2017**
- ***State Health Insurance Assistance Program - Program Specialist Certification*** **2016**
  NH Public Health Association **November 15, 2016**
  Presenter
- ***Person-Centered Thinking and Options Counseling Certifications*** **September 2016**
- ***Certified Resource Specialist for Aging/ Disability (CIRS A/D)*** **May 2015**
- ***Forensic Interviewer Training***
  National Children's Alliance **February 2014**
- ***Team Facilitator Training***
  Presented by Northeast Regional Children's Advocacy Center **November 2013**
- ***Forensic Interviewer Training***
  Presented by Granite State Children's Alliance **May 2013**

Kimbly L. Wade
[redacted]

EMPLOYMENT EXPERIENCE

Partnership for Public Health (PPH) — Laconia, NH

Director of Prevention Strategies — *March 2021 - Current*

In addition to the work listed under Substance Misuse & Suicide Prevention Manager:
Participate in identifying, applying, and administering new and/or diverse funding streams
Contribute to organizational leadership for future goals and the overall purpose of the agency
Assist with the development and promotion of agency awareness and branding campaigns

Substance Misuse & Suicide Prevention Manager — *April 2020 - March 2021*

Report to the Executive Director and the Board as asked and when needed
Provide oversight for all projects and outreach preformed by this department
Oversee substance misuse and suicide prevention work as defined by various contracts
Ensure deliverables are produced as expected, as agreed, promptly, and completely
Collaborate with community partners and regional organizations on public health matters
Make certain that best practices are utilized and evidence-based strategies are applied
Direct and support staff doing substance misuse and suicide prevention work

Community Health Educator — *July 2017 - March 2020*

Report to Dept Director, the Executive Director, and the Board as asked and when needed
Fulfilled the responsibilities of Continuum of Care Facilitator and Young Adult Coordinator
Performed substance misuse prevention outreach and work for the Winnipesaukee Region
Performed suicide prevention training, outreach and work for the Winnipesaukee Region
Ensure deliverables are produced as expected, as agreed, promptly, and on time
Collaborate with community partners and regional organizations on public health matters
Make certain that best practices are utilized and evidence-based strategies are applied

LRGHealthcare — Laconia, NH

Financial Counselor — *March 2016 - July 2017*

Similar responsibilities as outlined in previous role in addition to the following:
Provide financial counseling for calls received on the Financial Counselor line
Visit LRGH ER and inpatients to help with health coverage and payment options
Prepare and distribute daily inpatient and self-pay reports to LRGH colleagues
Process Healthlink applications and determine possible eligibility for assistance
Submit birth notifications for newborns who will be insured through Medicaid
Initiated and administered inmate outreach visits for Belknap and Merrimack jails
Occasionally perform surgical approvals, payment plans, and pre-authorizations

Enrollment Coordinator — *March 2014 - March 2016*

Assisted consumers in enrolling in health insurance through the Marketplace
Aided consumers in obtaining health coverage within different Medicaid programs
Maintained and managed applications for patients applying for Medicaid coverage
Provide assistance and answers for phone calls received on the Healthlink line
Met with inpatients and consumers at FRH to coordinate insurance enrollment
Initiated and administered inmate outreach visits for Belknap and Merrimack jails
Participated in a variety of outreach and educational events in public settings
Worked collaboratively with other community organizations involved with the ACA

EMPLOYMENT EXPERIENCE

NFI North, Inc. — Concord, NH

Direct Care Supervisor — *May 2013 - March 2014*

Designed and directed techniques that foster improvement and growth
Oversaw quality control systems for documentation and administration
Provided individual supervisions to assigned staff on a monthly basis
Composed comprehensive performance evaluations for designated staff
Functioned mostly autonomously to formulate ideas and/or execute decisions
Continued to perform responsibilities listed in Temporary Direct Care Supervisor

Temporary Supervisor — *Sep 2012 - May 2013*

Functioned as a temporary shift supervisor on 3rd prior to official promotion
Supervised and supported consumers and staff within a residential setting
Managed situations and/or issues as they occur throughout the shifts
Arranged and adjusted staffing for residences during designated shifts
Generated a daily report for management to review at team meetings
Worked collaboratively with management to implement policies and procedures
Assisted management in maintaining as well as improving the program

Direct Care Counselor — *Mar 2012 - Current*

Supervised and supported consumers within a residential setting
Offered encouragement to consumers to fulfill daily obligations
Facilitated and oversaw the administration of medication to consumers
Documented information and data about consumers on a daily basis
Provided assistance to colleagues to finish tasks and/or achieve goals
Performed housekeeping responsibilities within the residences

EDUCATIONAL BACKGROUND

Southern New Hampshire University — Manchester, NH

Bachelor of Science in Business Administration — *Sept 2008 - May 2010*
with a Concentration in Organizational Leadership
and a Minor in International Business
Graduated Magna Cum Laude
Member of Alpha Sigma Lambda Honor Society

New Hampshire Community Technical College — Stratham, NH

Associates in Business Management — *June 2005 - Sept 2008*
Graduated Summa Cum Laude
Member of Phi Theta Kappa Honor Society

ADDITIONAL POSITIONS

Gilford Rotary Club — *June 2021 - Current*
Board Member

NH Alcohol & Drug Abuse Counselors Association (NHADACA) — *Nov 2020 - Current*
Board Member - Lakes Region Representative

Neighbors in Need — *April 2020 - Current*
Board Member

NH Suicide Prevention Council (SPC)
Survivor of Suicide Loss Subcommittee — *Aug 2020 - Current*
Annual Conference Planning Committee — *Jan 2019 - Current*

COURTNEY DEVOST

[redacted]

Objective

Hard working business administration graduate with proven human resources and organizational leadership skills. I am seeking a long-term partnership with a business that will increase my personal growth while simultaneously aiding in the advancement and longevity of the company.

Education

MASTER'S | MAY 2023 | PLYMOUTH STATE UNIVERSITY

Pursuing: Master's in Business Administration

BACHELOR'S | SEPTEMBER 2021 | SOUTHERN NEW HAMPSHIRE UNIVERSITY

Major: Business Administration

ASSOCIATE'S | MAY 2018 | NEW HAMPSHIRE TECHNICAL INSTITUTE

Major: Business Administration

Skills & Abilities

CORE COMPETENCIES

- EXCELENT TIME-MANAGEMENT SKILLS
- DETAIL-ORIENTED AND ORGANIZED
- VERBAL AND WRITTEN COMMUNICATION
- DEDICATED TEAM MEMBER
- ADEPT IN TECHNOLOGY
- MS OFFICE PROFICIENT; 70 WPM
- NOTARY OF PUBLIC, STATE OF NH

SKILLS

- FINANCE
  - In-depth financial understanding and well experienced in accounting, financial statements, invoicing, billing, federal and state compliance, as well as handling cash flow and all reporting.
  - Assisting and aiding in any and all functions and tasks requested of the Finance Director.
- Human Resources
  - With overly competent communication skills with employees, management, and directors; adaptability to all situations that arise, upmost confidentiality in all situations necessary and able to determine when confidentiality is required.
  - Assisting and coordinating events, employee training, and any technical training of new systems.

Certifications & Involvement

HUMAN RESOURCES MANAGEMENT CERTIFICATE | APRIL 2022 | UNIVERSITY OF NH

Certification requiring 6 core courses that range from 4-8 hours long, and satisfactory involvement met.

BOARD OF DIRECTORS | SEPTEMBER 2021 | TAPPLY-THOMPSON COMMUNITY CENTER

Involvement with voting rights. Deciding party of the Finance Committee and Policy Committee.

HEAD COACH | OCTOBER 2015 | NEWFOUND MEMORIAL MIDDLE SCHOOL

Head coach of the Newfound Memorial Middle School girls' basketball team.

Experience

HR & OPERATIONS MANAGER | PARTNERSHIP FOR PUBLIC HEALTH | DECEMBER 2021 – PRESENT

FINANCE & COMPLIANCE SPECIALIST | SEPTEMBER 2020 – DECEMBER 2021

- Follow all necessary business policies and accounting practices: seek to improve/update the finance department's overall internal control policy and procedure manual.
- Provides coordination and administrative support at coalition meetings, events, activities, and trainings as assigned and needed.
- Produce and maintain all necessary data, records, and reports as necessitated by funder(s).
- Complete all reporting requirements fully, accurately, and in a timely manner as specified.
- Assists with all human resource functions, including organizing New Hire personnel files, processing background checks, implementing and tracking employee benefits, retirement plans, insurance, and personnel-related activities.
- Perform other related duties as directed within the finance, operations, and HR functions.
- Provide training and educational information regarding any and all HR changes and necessary advancements.
- Process biweekly payroll, benefits, and employee reimbursements timely and accurately.
- Ensure proper backup and retention of account records and files.
- Provide technical assistance to staff with payroll, Excel, other software and hardware.
- Assist with all necessary and requested tasks of the Finance Director, as well as related duties as directed by the Executive Director, including but not limited to finance and HR functions of the organization.
- Maintain all finance, business contracts, and reporting.
- Assist in maintaining and coordinating all operational events within the organization.
- Aiding in process and form creation with the organizational leadership.

LEASING ADMINISTRATIVE SPECIALIST | FORT BLISS FAMILY HOMES | JUNE 2018 – MARCH 2019

- Maintain calendars for the leasing team.
- Draft and complete contracts regularly.
- Assist in telecommunications to prospective residents and assist with assignments of available homes.
- Serve as a point of contact between residents and the community.

- Assisted management directly with marketing and communications.
- Regular data entry and configuration.

ADMINISTRATIVE ASSISTANT | COMMUNITY HEALTH SERVICES NETWORK | APRIL 2017 – MAY 2018

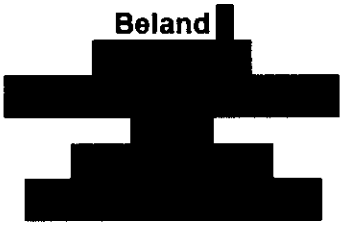
- Attend and take minutes at all Board and Finance meetings as well as various project meetings.
- Draft and proofread letters, emails and documents as well as design spreadsheets, invitations and business materials when needed.
- Create and proofread reports for the Executive Director and other superiors to reflect previous implementation and progress.
- Assist with review and submission of payments and reimbursements through Community Health Services Network.
- Assist with human resource duties such as reviewing resumes, drafting emails for interviews, setting up appointment times and assisting in the interview and hiring processes.
- Coordinate and complete preparation of monthly, quarterly and annual meetings.
- Assist with daily operations within the Community Health Services Network office.

Public Service

BOARD OF DIRECTOR'S MEMBERSHIP | TAPPLY-THOMPSON COMMUNITY CENTER | SEPTEMBER 2021 – PRESENT

- Working directly with the Executive Committee and other members to make well executed judgments regarding the organization and any of its key decisions. While on this board, I am also apart of the following committees:
  - Finance Committee
  - Policy Committee

John J.
Beland



SUMMARY

- Proven professional with experience in all ranks of municipal fire department operations, administration, and community relations efforts.
- Proven participant in improving the quality of life for others through civic activities and service organizations.
- Dedicated team player with high code of conduct and integrity.

AREAS OF EXPERIENCE

DEVELOPMENT

- Develop and administration of 1.8-million-dollar municipal fire department budget.
- Plan, develop, execute, and direct all phases of fire department administration and operations including but not limited to, budget development and administration, delivery of high-quality emergency services in a safe, efficient and effective manner, development and enforcement of Standard Operating Guidelines, Rules & Regulations and administration of town policy, provide training and educational opportunities for 15 career personnel and 30 call company personnel.
- Pursue local, state and federal grant opportunities to enhance response capabilities through equipment purchases, training and exercise delivery.

COMMUNITY RELATIONS

- Build and maintain strong working relationships with internal/external customers, political/civic leaders.
- Leadership role to raise approximately $30,000.00 to construct the Gilford Fire• Rescue Training Facility.
- Strong ability to build working relationships with various organizations, customers, community individuals and professionals.

WORK EXPERIENCE

Lakes Region Mutual Fire Aid
Deputy Coordinator
October 2011-Present
62 Communication Drive
Laconia, New Hampshire 03246
Deputy Coordinator

Town of Gilford-Fire-Rescue Department
June 1983-September 2011 (Retired)
39 Cherry Valley Road
Gilford, New Hampshire 03249
Live-In Student, Career Firefighter, Lieutenant, Captain, Deputy Chief, Fire Chief

NH Fire Academy
Senior Staff Instructor
1987-Present

Lakes Region Mutual Fire Aid
Training & Education Committee
Late 1980's- 2018

NH Community College
Laconia NH
Adjunct Professor
1993,2012

EDUCATION

New Hampshire Technical College
Laconia, NH
A.S. Fire Protection
1981-1983

Notre Dame College
Manchester, NH
92 Credits toward B.S. Degree
in Elementary Education
1999-2001

Certified Public Manger
NH Bureau of Training & Education
Concord NH
2010-2011

Position Relevant Certifications:

IS-00800.b National Response Framework; ICS 402 Overview for Executives & Senior Officials; G775 EOC Management & Operations, Command & General Staff Functions for Local Incident Management Teams; IS-00703 NIMS Resource Management. IS-00700; National Incident Management System; Incident Command System• Instructor; National Fire Academy-Incident Command System; Emergency Management

Institute-IS-00120.a an introduction to Exercises; Homeland Security Exercise & Evaluation Program; Incident Management Symposium-Phoenix AZ

Center for Domestic Preparedness-Introduction to SNS Operations Course 5/2018

Center for Domestic Preparedness-POD Essentials 4/2021

NACCHO Emergency Preparedness Conference - 2018, 2022

LSU-National Center for Biomedical Research and Training-

Readiness: Training Identification and Preparedness Planning-

Management Planning Level.

*Certificates available upon request.

PROFESSIONAL AFFILIATIONS

Certified Public Managers Association
2011 - Present

NH Fire Instructor and Officers Association
Past Director, Past President

Leadership Lakes Region
Board of Directors
2006-Present

Gilford Rotary Club
Board of Directors-Present
President 7/2018 - 6/2019

Lakes Region Partnership for Public Health
Board of Directors
2011-2014

Lakes Region St. Baldrick's-Event Organizer
Childhood Cancer Fundraiser
Gilford NH/Monrovia, CA
2004-Present

National Association of
County & City Health
Officers

AWARDS

Gilford Fire Department Fire Officer of the Year
John T Ayers-Fire Instructor of the Year Award
NH Fire Academy Award
Proclamation-John Beland Day, City of Laconia, Lakes Region Respite Project
NH Law Enforcement/Fire Service; Firefighter of the Year
Knight of the Bald Table-St. Baldrick's Foundation, Childhood Cancer Treatment and Research

Gilford Rotary Club-Paul Harris Fellow X3
Lakes Region Chamber of Commerce, Community Hero, Public Service
Lakes Region Community Services, Outstanding Community Partner Award

AWARDS & HONORS	**National Alliance on Mental Illness (NAMI) NH** Field of Co-occurring Substance Misuse & Mental Illness	***2021 Recipient***
	New Futures Jennifer Wierwille Norton Advocacy in Action Award	***2021 Recipient***

SKILLS & TRAININGS

Survivor of Suicide Loss Facilitation
AFSP's "More Than Sad" & "Talk Saves Lives" Facilitation
NAMI NH's Connect Trained
NH BDAS: Families & Addiction
NH BDAS: Initial Training on Addiction & Recovery
NHADACA's Substance Abuse Prevention Skills Training (SAPST)
NHADACA's Prevention Ethics
NHADACA's Ethical Concerns in Working with Individuals at Risk for Suicide: Looking Across the Lifespan
NHADACA's Organizing the Community for Prevention
NHADACA's Effective Communication Skills
NHADACA's Biological Aspects of Substance Use Disorders
NHADACA's Confidentiality & Ethical Practice: Issues for Substance Use, Mental Health & Other Healthcare Provide
NHADACA's Mental Health First Aid
NHADACA's Military Culture Training
NHADACA's Stress & Trauma in Practice of Behavioral Healthcare
NHADACA's Substance Misuse & Abuse in Older Adults: Myths & Misconceptions
NHADACA's Cultural Competency & Communicating Across Boundaries
NHADACA's Strategies to Address the Intersection of the Opioid Crisis & Homelessness
NHADACA's Exploring Youth Homelessness
26th New England School of Best Practices in Addiction Treatment
28th New England School of Best Practices in Addiction Services
50th New England School of Addiction and Prevention Studies
NH Behavioral Health Summit 2019
New England Public Health Conference 2019
New England Public Health Conference 2020
Cape Cod Symposium on Addictive Disorders 2019
Cape Cod Symposium on Addictive Disorders 2021
UNH's Transcending Differences: Whether Generational, Personality Style, Cultural or Otherwise
Dartmouth Hitchcock: Effects of Substance Abuse on Young Children
NH Children's Trust: Strengthening Families Framework Training
NH Disability & Public Health Project (DPH) Cultural Competence with Disability Training
Cultural & Linguistic Competence to Address Disparities
SOPHE 3rd Annual Digital Health Promotion Executive Leadership Summit
CADCA Annual Mid-Year Training Institute 2020
CADCA Annual Mid-Year Training Institute 2021
CADCA National Coalition Academy 2021
CADCA National Leadership Forum 2022
Annual HIDTA Prevention Summit 2020
Annual HIDTA Prevention Summit 2021
Leadership Begins by Looking in the Mirror: Self-Leadership for Nonprofit Leaders
Dare to Lead: Becoming More Courageous & Authentic
CPR & First Aid Certified (April 2022)

Partnership for Public Health, Inc.

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Tamera Carmichael	Executive Director	$18129.00
Carissa Elphick	Director of Human Service Programs	$18,347.00
Kimbly Wade	Director of Prevention Services	$58,739.00
Courtney DeVost	Interim Director of Operations and Finance	$15,124.00
John Beland	Director of Emergency Preparedness and Response	$58,495.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Regional Public Health Network Services (RFA-2023-DPHS-02-REGIO-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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Cheshire Medical Center		1.4 Contractor Address 580 Court Street, Keene, NH 03431	
1.5 Contractor Phone Number (603) 354-5400	1.6 Account Number See Attached	1.7 Completion Date 6/30/2024	1.8 Price Limitation $826,504
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Daniel Gross B2850D613871406...	6/6/2022 Date:	1.12 Name and Title of Contractor Signatory Daniel Gross CFO	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 846FB38F7EFD4C8...	6/7/2022 Date:	1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 7487348449B1400...		On: 6/7/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DG
Date ~~6/6/2022~~

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.

DS

Contractor Initials DG

Date 6/6/2022

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 DG

Date 6/6/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS DG

Date 6/6/2022

Regional Public Health Network Account Numbers

05-95-90-901010-8011

05-95-90-903510-1114

05-95-92-920510-3380

05-95-90-902510-5178

05-95-90-902510-1956

05-95-90-903510-1113

05-95-90-902510-2495

05-95-92-920510-1981

05-95-92-920510-7040

05-95-90-901010-5771

DS
DG
Contractor Initials
Date ~~6/6/2022~~

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

      3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

      12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Regional Public Health Network Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall serve as a lead organization to host Regional Public Health Network (RPHN) services to deliver a broad range of public health services within the Greater Monadnock region, for the following programs within the Department of Health and Human Services (Department), Division of Public Health Services:

1.1.1. Substance Misuse Prevention.

1.1.2. Continuum of Care Facilitation.

1.1.3. Overdose Prevention Response.

1.1.4. Health Disparities Community Health Worker.

1.1.5. Public Health Advisory Council.

1.1.6. Public Health Emergency Preparedness.

1.1.7. School Based Vaccination Clinics.

1.2. The Contractor shall ensure that NH communities within this public health region are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services which include, but are not limited to:

1.2.1. Sustaining a regional Public Health Advisory Council (PHAC).

1.2.2. Overseeing RPHN staff to ensure they meet the core competencies of Public Health professionals.

1.2.3. Facilitating the implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), ranging from population-level strategies to targeted interventions aimed at high-risk individuals.

1.2.4. Planning for, and responding to, public health incidents and emergencies.

1.2.5. Contract administration and leadership.

Public Health services include:

1.2.6. Substance Misuse Prevention

1.2.6.1. The Contractor shall provide leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services. The Contractor shall:

1.2.6.1.1. Implement the strategic prevention model, in accordance with the Substance Abuse and

Mental Health Services Administration (SAMHSA) Strategic Prevention Framework that includes assessment, capacity development, planning, implementation, and evaluation.

1.2.6.1.2. Utilize a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. Regional data driven primary prevention approaches must be consistent with the Center for Substance Abuse Prevention (CSAP) categories but do not need to include all CSAP categories.

1.2.6.1.3. Support and advance the implementation of evidenced-informed approaches, programs, policies, and services within the RPHN region through community engagement and mobilization.

1.2.6.1.4. Advance, promote, and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.

1.2.6.1.5. Comply with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

1.2.6.1.6. Ensure substance misuse prevention is represented at PHAC meetings, and with a bi-directional exchange of information, to advance efforts of substance misuse prevention initiatives.

1.2.6.1.7. Assist as directed by the Department's Bureau of Drug and Alcohol Services (BDAS), with the Federal Block Grant Comprehensive Synar activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.

1.2.6.1.8. Ensure Substance Misuse Prevention Coordination and CoC Facilitation will:

1.2.6.1.8.1. Guided by the SPF and Assets and Gaps Analysis, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year strategic plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.

1.2.6.1.8.2. Develop annual work plans for Department approval that guides actions and includes outcome-based performance measures and in alignment with the three (3) year strategic plan. Based on changing and emerging local conditions adapt work plans as necessary with approval by the Department.

1.2.6.1.8.3. Report progress with the work plan and three (3) year strategic plan including outcomes in a Department approved database.

1.2.6.1.8.4. Maintain a substance misuse leadership team consisting of regional representatives with a special expertise in substance misuse prevention, early

intervention, treatment and recovery who can help guide and assist with awareness and advance substance misuse efforts in the region.

1.2.6.1.8.5. Produce and disseminate an annual report that demonstrates successes, challenges, outcomes from the previous year and projected goals for the following year.

1.2.6.1.8.6. Participate in RPHN Substance Misuse meetings as directed by BDAS.

1.2.7. Continuum of Care (CoC) Facilitation

1.2.7.1. The Contractor shall provide leadership and/or support for activities that assist in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor shall:

1.2.7.1.1. Engage regional partners in conducting a regional asset and gap analysis; and ongoing update of regional assets and gaps. The Contractor shall ensure regional partners include, but are not limited to:

1.2.7.1.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.

1.2.7.1.1.2. Primary health care providers.

1.2.7.1.1.3. Behavioral health care providers.

1.2.7.1.1.4. Other interested and/or affected parties.

1.2.7.1.2. Facilitate and/or provide support for initiatives that result in:

1.2.7.1.2.1. Increased awareness of and access to services.

1.2.7.1.2.2. Increased communication and collaboration among providers.

1.2.7.1.2.3. Increased capacity and delivery of services.

1.2.7.1.2.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.

1.2.7.1.2.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorway.

1.2.7.1.2.6. Work with statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:

1.2.7.1.2.6.1. Health service providers.

1.2.7.1.2.6.2. Public and charter schools and institutes of higher education.

1.2.7.1.2.6.3. Police and fire stations.

1.2.7.1.2.6.4. Municipal government buildings.

1.2.7.1.2.6.5. Businesses in every community of the region.

1.2.7.1.3. Engage regional stakeholders to assist with information dissemination.

1.2.8. Overdose Prevention Response

1.2.8.1. The Contractor shall conduct a three (3) year initiative to

disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RHPN. The Department shall provide guidance

1.2.8.1.1. Conduct a needs assessment to inform response efforts that include, but is not limited to:

1.2.8.1.1.1. Gathering existing regional and local level data related to alcohol and other drug overdoses.

1.2.8.1.1.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.

1.2.8.1.1.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include, but are not limited to:

1.2.8.1.1.3.1. Doorways

1.2.8.1.1.3.2. Recovery care organizations

1.2.8.1.1.3.3. Treatment providers

1.2.8.1.1.3.4. Law enforcement

1.2.8.1.1.3.5. Hospitals

1.2.8.1.1.4. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care, and distribute and disseminate resources.

1.2.8.1.2. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination

of prevention overdose materials and products.

1.2.8.2. The Contractor shall participate in Department trainings and meetings, as requested.

1.2.9. Health Disparities Community Health Worker

1.2.9.1. The Contractor shall provide a health disparities Community Health Worker (CHW) to support culturally and linguistically appropriate COVID-19 and other Social Determinants of Health (SDOH) related services.

1.2.9.2. The Contractor shall submit CHW-related documentation to the Department within 30 days of Agreement effective date, which shall include, but is not limited to:

1.2.9.2.1. Staff recruitment plan.

1.2.9.2.2. Training procedures.

1.2.9.2.3. Onboarding plan.

1.2.9.3. The Contractor shall ensure the CHW provides COVID-19 support services, including, but not limited to:

1.2.9.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.

1.2.9.3.2. Assisting with contact tracing, when required.

1.2.9.3.3. Cultural mediation among individuals, communities, and health and social service systems.

1.2.9.3.4. Culturally appropriate health education and information.

1.2.9.3.5. Care coordination, case management, and system navigation.

1.2.9.3.6. Coaching and social support by advocating for individuals and communities.

1.2.9.3.7. Direct services to clients with COVID-19 and their family or household members affected by COVID-19, which include, but are not limited to facilitating:

1.2.9.3.7.1. Access to COVID-19 testing within five (5) days of encounter

between the CHW and the client.

1.2.9.3.7.2. Access to the influenza vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.7.3. Access to the COVID-19 vaccine within 14 days of encounter between the CHW and the client.

1.2.9.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.

1.2.9.3.9. Providing and distributing educational information about COVID-19 vaccinations and general Department guidance for individual mitigation.

1.2.9.4. The Contractor shall ensure the CHW provides SDOH related services, which include, but are not limited to:

1.2.9.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:

1.2.9.4.1.1. Providing appropriate care coordination, case management, and connections to patient and family identified community and social services and referrals.

1.2.9.4.1.2. Assisting with maintaining and/or applying for social services within their community.

1.2.9.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.

1.2.9.4.1.4. Assisting vulnerable populations with navigating the healthcare system.

1.2.9.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.

1.2.9.4.1.6. Providing culturally appropriate health education on topics related to COVID-19, chronic disease prevention, physical activity, and nutrition.

1.2.9.4.1.7. Providing informal counseling, health screenings, and referrals.

1.2.9.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that include, but are not limited to:

1.2.9.4.1.8.1. Food insecurity supports.

1.2.9.4.1.8.2. Mental health supports.

1.2.9.4.1.8.3. Health care referrals.

1.2.9.4.1.8.4. Substance use disorder supports.

1.2.9.4.1.8.5. Educational supports and services.

1.2.9.4.1.8.6. Financial literacy.

1.2.9.4.1.8.7. Budgeting supports.

1.2.9.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.

1.2.9.4.1.8.9. Social Isolation supports.

1.2.9.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing services that include, but are not limited to:

1.2.9.4.2.1. Educating healthcare providers and stakeholders about community health needs.

1.2.9.4.2.2. Managing care and care transitions for vulnerable populations.

1.2.9.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.

1.2.9.4.2.4. Collecting data and relaying information to stakeholders to inform programs and policies.

1.2.9.4.2.5. Building community capacity to address health issues.

1.2.9.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.

1.2.9.4.3. Completing data tracking system forms to document the care coordination and case management of the patient and family.

1.2.9.5. The Contractor shall ensure the CHW documents encounters within the Contractor's data tracking system, upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The CHW shall obtain the following data, which includes but is not limited to:

1.2.9.5.1. Race.

1.2.9.5.2. Ethnicity.

1.2.9.5.3. Language.

1.2.9.5.4. Household income.

1.2.9.5.5. Marital status.

1.2.9.5.6. Age of parents.

1.2.9.5.7. Sexual orientation and/or gender identity.

1.2.9.5.8. Street address.

1.2.9.5.9. Town.

1.2.9.5.10. County.

1.2.9.5.11. Zip Code.

1.2.9.5.12. State.

1.2.9.5.13. Number of incarcerated parents (if applicable).

1.2.9.5.14. Phone number and/or email address.

1.2.9.5.15. Status of receiving benefits, if applicable, including, but not limited to:

1.2.9.5.15.1. Supplemental Nutrition Assistance Program (SNAP).

1.2.9.5.15.2. Child Care.

1.2.9.5.15.3. Medicaid.

1.2.9.5.15.4. Social Security.

1.2.9.5.15.5. Temporary Assistance for Needy Families (TANF).

1.2.9.5.15.6. Women, Infants, and Children (WIC) program.

1.2.9.6. The Contractor shall ensure the CHW participates in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.

1.2.9.7. The Contractor shall ensure the CHW participates in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.

1.2.10. Public Health Advisory Council

1.2.10.1. The Contractor shall coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

1.2.10.1.1. Maintain a set of operating guidelines or by-laws for the PHAC;

1.2.10.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team, with the authority to:

1.2.10.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

1.2.10.1.2.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.

1.2.10.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

1.2.10.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

1.2.10.1.2.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.

1.2.10.1.2.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.

1.2.10.1.3. Conduct, at minimum, biannual meetings of the PHAC.

1.2.10.1.4. Ensure the PHAC leadership team meets at least quarterly in order to:

1.2.10.1.4.1. Ensure meeting minutes are available to the public upon request.

1.2.10.1.4.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

1.2.10.1.5. Develop annual action plans for the services in this RFA, as advised by the PHAC.

1.2.10.1.6. Coordinate with the Department to collect, analyze, and disseminate data relative to the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

1.2.10.1.7. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of Substance Misuse Primary prevention coordination (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complimentary and shared public health outcomes.

1.2.10.1.8. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

1.2.10.1.9. Publish an annual report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community

1.2.10.1.10. Maintain a website that provides information to the public and agency partners, which includes but is not limited to, information on the PHAC, CHIP, SMPC, CoC facilitation, and PHEP programs.

1.2.10.1.11. Advance the work of RPHNs by conducting a minimum of four (4) educational and training programs annually to RPHN partners and others.

1.2.10.1.12. Educate partners and stakeholder groups, including elected officials, on the PHAC.

1.2.10.1.13. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.2.11. Public Health Emergency Preparedness

1.2.11.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity for partner organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. The Contractor shall:

1.2.11.1.1. Ensure all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions.

1.2.11.1.2. Coordinate and convene, at minimum, quarterly regional PHEP planning committee and/or workgroup to:

1.2.11.1.2.1. Improve regional emergency response plans.

1.2.11.1.2.2. Improve the capacity for partner entities to mitigate, prepare for, respond to and recover from public health emergencies.

1.2.11.1.2.3. Convene, at minimum, quarterly meetings of the regional PHEP committee and/or workgroup.

1.2.11.1.2.4. Ensure and document committee and/or workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA), annually.

1.2.11.1.3. Maintain a three (3) year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by the CDC.

1.2.11.1.4. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

1.2.11.1.5. Submit an annual work plan based on a template provided by the Department.

1.2.11.1.6. Sponsor, and organize the logistics for, a minimum of two (2) trainings annually for regional partners.

1.2.11.1.7. Collaborate with the Department's Division of Public Health Services (DPHS), the Community Health Institute, NH Fire Academy, Granite State Health Care Coalition, and other training providers to implement training programs.

1.2.11.1.8. Revise the RPHEA based on guidance from the Department. The Contractor shall:

1.2.11.1.8.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by the Department.

1.2.11.1.8.2. Develop new appendices based on priorities identified by the Department using templates provided by the Department.

1.2.11.1.8.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

1.2.11.1.8.4. Participate in workgroups to develop or revise components of the RPHEA convened by the Department or the agency contracted to provide training and technical assistance to RPHNs.

1.2.11.1.9. Understand the hazards and social conditions that increase vulnerability within the public

health region including, but not limited to, SDOH factors. The Contractor shall:

1.2.11.1.9.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

1.2.11.1.9.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

1.2.11.1.10. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning for and response to a public health incident or emergency.

1.2.11.1.11. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

1.2.11.1.12. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

1.2.11.1.13. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

1.2.11.1.14. Maintain the capacity to utilize Web Based Emergency Operations Center (WebEOC), the State's emergency management platform, during incidents or emergencies.

1.2.11.1.15. Provide training as needed to individuals to participate in emergency management using WebEOC.

1.2.11.1.16. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

1.2.11.1.17. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

1.2.11.1.18. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the Department's SNS Coordinator to identify appropriate actions and priorities that include, but are not limited to:

1.2.11.1.18.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans.

1.2.11.1.18.2. Annual submission of either ORR or self-assessment documentation.

1.2.11.1.18.3. ORR site visit as scheduled by the CDC and the Department.

1.2.11.1.18.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

1.2.11.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:

1.2.11.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.

1.2.11.1.19.2. Uploading, at least annually, a complete inventory to a Health

Information Management System (HIMS) identified by the Department.

1.2.11.1.20. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector. The Contractor shall:

1.2.11.1.20.1. Maintain proficiency in the volunteer management system supported by the Department.

1.2.11.1.20.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.

1.2.11.1.20.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

1.2.11.1.20.4. Conduct quarterly notification drills of volunteers.

1.2.11.1.21. Participate, as requested by the Department, in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

1.2.11.1.22. Participate, as requested by the Department, in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

1.2.11.1.23. Plan and implement targeted vaccination clinics, as requested by the Department, ensuring clinics take place at locations where individuals at-risk for vaccine preventable

disease can be accessed, according to guidance issued by the Department.

1.2.12. Public Health Emergency Preparedness: COVID-19 Response

1.2.12.1. Emergency Operations

1.2.12.1.1. The Contractor shall enact emergency operations across the RPHN for COVID-19 efforts by:

1.2.12.1.1.1. Activating the region's Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.

1.2.12.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.

1.2.12.1.1.3. Assessing the region's public health and healthcare system training needs.

1.2.12.1.1.4. Providing training designed to improve the region's public health and healthcare system response.

1.2.12.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2.12.2. Responder Safety and Health

1.2.12.2.1. The Contractor shall ensure the health and safety of the public health response in the RPHN, including but not limited to:

1.2.12.2.1.1. Implementing staff resiliency programs, information, and referrals to responder mental health support.

1.2.12.2.1.2. Determining responder safety and health gaps and implementing corrective actions.

1.2.12.2.1.3. Documenting and tracking the RPHN's personal protective equipment inventory.

1.2.12.3. Identification of Vulnerable Populations

1.2.12.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.

1.2.12.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.

1.2.12.4. Information Sharing and Public Information

1.2.12.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public; including, but not limited to:

1.2.12.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.2.12.4.1.2. Monitoring local news stories and social media postings to determine if information is accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.2.12.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders, to harmonize response messaging.

1.2.12.5. Distribution and Use of Medical Materials

1.2.12.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.2.12.5.1.1. Maintaining ability for vaccine-specific Cold Chain management.

1.2.12.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.2.12.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.2.12.5.1.4. Planning and prioritizing limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.2.12.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.2.12.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.2.12.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with all policies and procedures put forth by the Department.

1.2.12.5.3. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the CDC's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIS) or another system as designated by the Department to input

vaccine data. The Contractor agrees to the following terms regarding the use of loaned assets:

1.2.12.5.3.1. As applicable and subject to the terms and conditions of this Agreement, the Department may provide the user with assets. This is a non-transferable right for the user to use the assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An asset inventory reflecting the deployed assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.

1.2.12.5.3.2. As applicable, the Contractor agrees to use and operate the assets only in conjunction with the appropriate business use, as determined by the Department, unless otherwise agreed upon by mutual written consent.

1.2.12.5.3.3. As applicable, the Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install, and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining

security standards including but not limited to antivirus software, patching and software updates.

1.2.12.5.3.4. As applicable, the Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support may be provided by the Department's Immunization Program.

1.2.12.5.3.5. As applicable, the Contractor understands and agrees that the Department retains ownership of the loaned assets, and further agrees to return the assets to the Department in good working condition when no longer needed for the identified business need or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.2.12.5.3.6. As applicable, prior to returning laptop, iPads, and/or other mobile or storage devices to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST

Special Publication 800-88 Rev.1, or later for guidelines at https://csrc.nist.gov/publications/sp800.

1.2.12.6. Surge Staffing

1.2.12.6.1. The Contractor shall activate mechanisms for surging public health responder staff.

1.2.12.6.2. The Contractor shall recruit, enroll, activate, train, and deploy volunteers, including but not limited to:

1.2.12.6.2.1. Medical Reserve Corps (MRC).

1.2.12.6.2.2. Citizens Emergency Response Teams (CERT).

1.2.12.6.2.3. Public Health Coordination with Healthcare Systems.

1.2.12.6.3. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.

1.2.12.6.4. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s) and/or at the Department's direction.

1.2.12.7. Biosurveillance

1.2.12.7.1. The Contractor shall conduct surveillance and case identification, as needed and as requested by the Department, including, but not limited to:

1.2.12.7.1.1. Public health epidemiological investigation activities such as contact follow-up.

1.2.12.7.1.2. Assessing risk of travelers and other persons with potential COVID-19 exposures.

1.2.12.7.1.3. Enhancing surveillance systems to provide case-based and aggregate epidemiological data.

1.2.12.7.1.4. Ensuring data management systems are in place and meet the needs of the jurisdiction.

1.2.12.7.1.5. Ensuring efficient and timely data collection.

1.2.12.7.1.6. Ensuring ability to rapidly exchange data with public health partners and other relevant partners.

1.2.12.8. Vaccine Preventable Disease Prevention

1.2.12.8.1. The Contractor shall coordinate with local community-based agencies for the administration of vaccines supplied by the New Hampshire Immunization Program (NHIP) to New Hampshire residents as directed by the Department. The Contractor shall:

1.2.12.8.1.1. Make copies of standing orders, emergency interventions/protocols and instructions on Vaccine Adverse Event Reporting System (VAERS) reporting available at all clinics.

1.2.12.8.1.2. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

1.2.12.8.1.3. Procure necessary supplies to conduct vaccine clinics, including, but not limited to, emergency management medications, equipment, and needles.

1.2.12.8.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:

1.2.12.8.2.1. Annually submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP to ensure that all listed requirements are met.

1.2.12.8.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.12.8.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator; and hourly when the vaccine is stored outside of the primary refrigerator unit.

1.2.12.8.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.12.8.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.12.8.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.

1.2.12.8.2.7. Track each vaccine dose provided by NHIP.

1.2.12.8.2.8. Perform the following actions if a temperature excursion or adverse event occurs:

1.2.12.8.2.8.1. Immediately quarantine

	the vaccine in a temperature appropriate setting, separating it from other vaccines and labeling it "DO NOT USE".
1.2.12.8.2.8.2.	Immediately contact the manufacturer to explain the event duration and temperature information to determine if the vaccine is still viable.
1.2.12.8.2.8.3.	Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion by contacting the NHIP and faxing incident forms.
1.2.12.8.2.8.4.	Submit a Cold Chain Incident Report along with a Data Logger report

to NHIP within 24 hours of temperature excursion occurrence.

1.2.12.8.3. Within 24 hours of the completion of every clinic:

1.2.12.8.3.1. Update the State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.12.8.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

1.2.12.8.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.12.8.3.4. Submit the following totals to NHIP outside of the vaccine ordering system:

1.2.12.8.3.4.1. Total number of individuals vaccinated by age ranges, vaccine formulation and other demographic indicators as determined by the Department.

1.2.12.8.3.4.2. Total number of vaccines wasted.

1.2.12.8.3.5. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:

1.2.12.8.3.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.12.8.3.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.12.8.3.5.3. Future strategies and plans for increasing the number of vaccinated individuals.

1.2.12.8.3.5.4. Suggestions on how state level resources may aid increasing the number

of vaccinated individuals

1.2.12.8.3.6. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional vaccine promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.

1.2.12.9. COVID-19 Vaccinations

1.2.12.9.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or "target populations"), including, but not limited to:

1.2.12.9.1.1. Racial minority populations.

1.2.12.9.1.2. Ethnic minority populations.

1.2.12.9.1.3. Individuals experiencing homelessness.

1.2.12.9.1.4. Individuals experiencing housing instability.

1.2.12.9.1.5. Rural communities.

1.2.12.9.2. The Contractor may assist the Department and/or partners in planning and conducting mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with policies.

1.2.12.9.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach, and partnerships in the target populations. The Contractor shall:

1.2.12.9.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19

vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:

1.2.12.9.3.2. Federally Qualified Health Centers.

1.2.12.9.3.3. Community Mental Health Centers.

1.2.12.9.3.4. Community-based Organizations.

1.2.12.9.3.5. City Health Departments.

1.2.12.9.3.6. Faith-based Organizations.

1.2.12.9.3.7. Local barbers and hairdressers.

1.2.12.9.3.8. Community Colleges.

1.2.12.9.3.9. Schools.

1.2.12.9.4. Conduct outreach to populations including, but not limited to, those who:

1.2.12.9.4.1. Experience disproportionately high rates of COVID-19 and related deaths.

1.2.12.9.4.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the CDC.

1.2.12.9.4.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.

1.2.12.9.4.4. Are likely to have low acceptance of, or confidence in, COVID-19 vaccines.

1.2.12.9.4.5. Have a history of mistrust in health authorities or the medical establishment.

1.2.12.9.4.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

1.2.12.9.5. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

1.2.12.9.6. Conduct outreach to assess individuals' readiness to receive a vaccination.

1.2.12.9.7. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.

1.2.12.9.8. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.

1.2.12.9.9. Participate in meetings with the Department, as requested by the Department.

1.2.12.9.10. Attend NHIP trainings.

1.2.12.9.11. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.

1.2.12.9.12. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.

1.2.12.10. The Contractor shall procure resources, equipment, and/or supplies as needed to establish and operate vaccine clinics, which shall include, but not be limited to:

1.2.12.10.1. Coordinating, operating, and managing clinics.

1.2.12.10.2. Procuring communication devices and services, which may include, but are not limited to:

1.2.12.10.2.1. Two-way radios.

1.2.12.10.2.2. Cell phones.

1.2.12.10.2.3. Wi-Fi.

1.2.12.10.2.4. Computers.

1.2.12.10.3. Procuring disposable supplies, which may include, but are not limited to:

1.2.12.10.3.1. Generator fuel.

1.2.12.10.3.2. Propane.

1.2.12.10.3.3. Oil.

1.2.12.10.3.4. Batteries.

1.2.12.10.4. Procuring clinical supplies, which may include, but are not limited to:

1.2.12.10.4.1. Syringes.

1.2.12.10.4.2. Needles

1.2.12.10.4.3. Alcohol wipes.

1.2.12.10.4.4. Band aids.

1.2.12.10.4.5. Stickers.

1.2.12.10.5. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.

1.2.12.10.6. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.

1.2.12.10.7. Recruiting, training, and scheduling vaccine clinic staff to provide services which include, but are not limited to:

1.2.12.10.7.1. Administering vaccines.

1.2.12.10.7.2. Participating in training, as requested.

1.2.12.10.7.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.

1.2.12.10.8. Reimbursing mileage costs for vaccine clinic staff, Contractor's staff, and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

1.2.13. School-Based Vaccination Clinics

1.2.13.1. The Contractor may provide organizational structure to administer school-based clinics (SBC) to provide vaccination against SARS-CoV-2 and Influenza. The Contractor shall:

1.2.13.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

1.2.13.1.2. Ensure that SBC services are offered with priority to schools identified by the NHIP as having the highest percentage of students eligible for free/reduced school lunch program.

1.2.13.1.3. Distribute state-supplied promotional vaccination materials.

1.2.13.1.4. Distribute, obtain, verify, and store written consent forms from legal guardians prior to administration of vaccines, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other state and federal regulations.

1.2.13.1.5. Document, verify, and store written or electronic record of vaccine administration in compliance with HIPAA and other state and federal regulations.

1.2.13.1.6. Provide written communication of vaccination status, indicating either completed or not completed, to the parent and/or legal guardian upon the day of vaccination.

1.2.13.1.7. Provide vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the parent and/or legal guardian requests that the information not be

shared, in which case the information may be given to the parent and/or guardian to distribute to the primary care providers. The Contractor shall ensure information includes:

1.2.13.1.7.1. Patient full name and one other unique patient identifier;

1.2.13.1.7.2. Vaccine name;

1.2.13.1.7.3. Vaccine manufacturer;

1.2.13.1.7.4. Lot number;

1.2.13.1.7.5. Date of vaccine expiration;

1.2.13.1.7.6. Date of vaccine administration;

1.2.13.1.7.7. Date Vaccine Information Sheet (VIS) was given;

1.2.13.1.7.8. Edition date of the VIS given;

1.2.13.1.7.9. Name and address of entity that administered the vaccine (Contractor's name); and

1.2.13.1.7.10. Full name and title of the individual who administered the vaccine.

1.2.13.1.8. Adhere to current federal guidelines for vaccine administration, including but not limited to disseminating a VIS, in order that the legal authority, legal guardian, and/or parent is provided access to the information on the day of vaccination.

1.2.13.1.9. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers, and patients.

1.2.13.1.10. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and

total number of students absent with influenza-like illness for in-session school days.

1.2.13.1.11. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

1.2.13.2. The Contractor shall safely administer vaccine supplied by NHIP. The Contractor shall:

1.2.13.2.1. Ensure copies of standing orders, emergency interventions, and/or protocols are available at all clinics.

1.2.13.2.2. Recruit, train, and retain qualified medical and non-medical volunteers to assist with operating the clinics.

1.2.13.2.3. Procure necessary supplies to conduct school vaccine clinics, including but not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, and non-latex bandages.

1.2.13.3. The Contractor shall ensure proper vaccine storage, handling and management, and shall:

1.2.13.3.1. Submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering vaccination (other than COVID-19), immunoglobulin or other pharmaceuticals supplied by the NHIP.

1.2.13.3.2. Submit a signed COVID-19 Vaccination Provider Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering COVID-19 vaccination.

1.2.13.3.3. Ensure the SBC coordinator completes the NHIP vaccination training annually.

1.2.13.3.4. Retain a copy of SBC coordinator training certificates on file.

1.2.13.3.5. Utilize NHIP training materials or other educational materials, as approved by the Department prior to use, for annual training of SBC staff on vaccine administration, ordering, storage and handling.

1.2.13.3.6. Retain a copy of all training materials on site for reference during SBCs.

1.2.13.3.7. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.

1.2.13.3.8. Record temperatures twice daily, AM and PM, during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.

1.2.13.3.9. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

1.2.13.3.10. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

1.2.13.3.11. Account for every dose of vaccine.

1.2.13.3.12. Submit a monthly temperature log for the vaccine storage refrigerator.

1.2.13.3.13. Notify NHIP and fax or secure email incident forms of any adverse event within 24 hours of event occurring.

1.2.13.3.14. In the event of a vaccine temperature excursion where the stored vaccine experiences temperatures outside of the manufacturer's recommended temperatures, the Contractor shall immediately quarantine the vaccine in an appropriate temperature setting, separating it from other vaccine, and label it "DO NOT USE."

1.2.13.3.15. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

1.2.13.3.16. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

1.2.13.3.17. Submit a Cold Chain Incident Report with a Data Logger Report to NHIP within 24 hours of the temperature excursion occurrence.

1.2.13.4. The Contractor shall perform tasks within 24 hours of the completion of every clinic which include, but are not limited to:

1.2.13.4.1. Updating State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.13.4.2. Ensuring doses administered and entered in the inventory system match the clinical documentation of doses administered.

1.2.13.4.3. Submitting the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.13.4.4. Submitting totals to the NHIP outside of the vaccine ordering system that include the total number of:

1.2.13.4.4.1. Individuals vaccinated by age group and vaccine formulation/lot number

1.2.13.4.4.2. Vaccines wasted by vaccine formulation/lot number.

1.2.13.4.5. Completing an annual year-end self-evaluation and improvement plan for areas which include, but are not limited to:

1.2.13.4.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.13.4.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.13.4.5.3. Discussions relative to strategies that worked well for increasing both the number of clinics conducted at schools and the number of students vaccinated.

1.2.13.4.5.4. Discussions relative to future strategies and plans for increasing individuals vaccinated, including suggestions on how state-level resources may aid in the effort.

1.2.14. Training and Technical Assistance Requirements

1.2.14.1. The Contractor shall participate in training and technical assistance as follows:

1.2.14.1.1. Public Health Advisory Council

1.2.14.1.1.1. Attend semi-annual meetings of PHAC leadership convened by Department's DPHS and/or BDAS.

1.2.14.1.1.2. Complete a technical assistance needs assessment.

1.2.14.1.2. Public Health Emergency Preparedness

1.2.14.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM

ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).

1.2.14.1.2.2. Complete a technical assistance needs assessment.

1.2.14.1.2.3. Attend a minimum of two (2) trainings per year offered by Department's DPHS and/or EPRR or the agency contracted by the Department's DPHS to provide training programs.

1.2.14.1.3. Substance Misuse Prevention Coordination and Continuum of Care Facilitation

1.2.14.1.3.1. Attend community of practice meetings and/or activities.

1.2.14.1.3.2. Work with designated BDAS technical assistance and data and/or evaluation vendors to develop metrics and measures to evaluate outcomes and use the appropriate measures and tools to demonstrate outcomes.

1.2.14.1.3.3. Attend all regularly scheduled RPHN substance misuse meetings.

1.2.14.1.3.4. Attend additional meetings, conference calls and webinars as

required by the Department.

1.2.14.1.3.5. SMPC lead staff shall be credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board.

1.2.14.1.3.6. SMPC lead staff must attend required training, Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.

1.2.14.1.3.7. CoC facilitation lead staff must be familiar with the SPF and RROSC systems development within NH.

1.2.14.1.4. School-Based Clinics

1.2.14.1.4.1. Staffing of clinics requires an on-site clinical oversight and direction is provided at each vaccination clinic by a currently licensed clinical staff person with a Basic Life Support (BSL) certification. This requirement does not replace other requirements for Medical Direction that can be provided remotely.

1.2.14.1.4.2. Clinical license, or copy from the NH online license verification showing the license type, expiration and status, and current BLS certificate shall be retained in the training file.

1.3. Reporting

1.3.1. The Contractor shall participate in site visits, which includes but is not limited to:

1.3.1.1. Participating in an annual site visit conducted by the Department's DPHS and/or BDAS that includes all funded staff, the contract administrator and financial manager.

1.3.1.2. Participating in site visits and technical assistance specific to a single scope of work.

1.3.1.3. Submitting other information that may be required by federal and state funders during the contract period.

1.3.2. The Contractor shall provide reports for the PHAC that include, but are not limited to, submitting quarterly PHAC progress reports using an online system administered by the Department's DPHS.

1.3.3. The Contractor shall provide reports for SMP that include, but are not limited to:

1.3.3.1. Submitting quarterly SMP Leadership Team meeting agendas and minutes.

1.3.3.2. Ensuring three (3) year plans are current and posted to RPHN website, and that any revisions to plans are approved by the Department's BDAS.

1.3.3.3. Submitting annual work plans and annual logic models with short-, intermediate-, and long-term measures.

1.3.3.4. Inputting data on a monthly basis by the 20th business day of the month to an online database per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures Federal Block Grant. The Contractor shall ensure data includes but is not limited to:

1.3.3.4.1. Number of individuals served or reached.

1.3.3.4.2. Demographics.

1.3.3.4.3. Strategies and activities per IOM by the six (6) activity types.

1.3.3.4.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.

1.3.3.4.5. Percentage of evidence-based strategies.

1.3.3.5. Submitting annual reports.

1.3.3.6. Providing additional reports or data as required by the Department.

1.3.3.7. Participating and administering the Regional SMP Stakeholder Survey in alternate years.

1.3.4. The Contractor shall provide Reports for Continuum of Care that include, but are not limited to:

1.3.4.1. Submitting updates on regional assets and gaps assessments, as required.

1.3.4.2. Submitting updates on regional CoC development plans, as indicated.

1.3.4.3. Submitting quarterly reports, as indicated.

1.3.4.4. Submitting year-end reports, as indicated.

1.3.5. The Contractor shall complete a monthly report supplied by the Department that includes, but is not limited to:

1.3.5.1. Type and number of activities conducted.

1.3.5.2. Type and number of Naloxone and Naloxone kits distributed including where, and to whom.

1.3.5.3. Demographics of individuals served including:

1.3.5.3.1. Age

1.3.5.3.2. Gender

1.3.5.3.3. Race

1.3.5.3.4. Ethnicity

1.3.5.3.5. Housing status

1.3.5.4. Inventory of Naloxone and Naloxone kits.

1.3.5.5. Communities (towns and cities) served within the region.

1.3.5.6. Barriers to Distribution and Dissemination Plan.

1.3.6. The Contractor shall provide reports for School-Based Vaccination Clinics that include but are not limited to:

1.3.6.1. Attending annual debriefing and planning meetings with NHIP staff.

1.3.6.2. Completing a year-end summary of:

1.3.6.2.1. The total numbers of children vaccinated; and

1.3.6.2.2. Accomplishments and improvements to future school-based clinics.

1.3.6.3. Providing aggregated non-personally identifiable data, by school for each school, to the NHIP no later than three (3) months after SBCs are concluded, that include:

1.3.6.3.1. Number of students by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) at that school;

1.3.6.3.2. Number of students vaccinated against SARS-Co-V-2 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school;

1.3.6.3.3. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school; and

1.3.6.3.4. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.3.5. Number of students vaccinated against COVID-19 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

1.3.6.4. Providing other reports and updates as requested by NHIP.

1.3.7. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department:

1.3.7.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by DPHS.

1.3.7.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.

1.3.7.3. Final After-Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.

1.3.7.4. Other information that may be required by federal and state funders during the contract period.

1.3.8. The Contractor shall submit quarterly reports, which shall include, but are not limited:

1.3.8.1. Description of activities performed, resulting impacts, individuals and families served, and other outcomes.

1.3.8.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.

1.3.8.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

1.3.8.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

1.3.8.5. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

1.3.8.6. Efforts, successes, and challenges experienced in providing community engagement.

1.3.8.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.

1.3.8.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received

results disaggregated by the following age ranges:

1.3.8.8.1. 5-11 years old.

1.3.8.8.2. 12-17 years old.

1.3.8.8.3. 18 years and older.

1.3.8.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:

1.3.8.9.1. 5-11 years old.

1.3.8.9.2. 12-17 years old.

1.3.8.9.3. 18 years and older.

1.3.8.9.4. Any other age group eligible for COVID-19 vaccination.

1.3.8.10. Number of collaborating agencies/services identified as part of CHW-led intervention.

1.3.8.11. Number and percentage of clients with one or more identified co-morbidities through the EMR.

1.3.8.12. Number and percentage of resources provided in a primary language other than English.

1.3.8.13. Number and percentage of in-community visits with CHW clients at locations other than the Contractor's.

1.3.8.14. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.

1.3.8.15. Percentage of clients who identify one or more unmet need.

1.3.8.16. Number and percentage of identified unmet needs that are met with assistance of the CHWs.

1.3.8.17. Number and percentage of clients who have completed CHW encounter form and patient questionnaire.

1.3.8.18. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:

1.3.8.18.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.

1.3.8.18.2. Number of other navigation and support services to address COVID-19 risk factors.

1.3.8.18.3. Number of referrals completed through closed loop referral system.

1.3.8.18.4. Number of referrals for COVID-19 vaccination/vaccine support by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.

1.3.8.19. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.

1.3.8.20. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).

1.3.8.21. Number and percentage of CHW clients able to access COVID-19 vaccine within fourteen (14) days of first CHW encounter.

1.3.8.22. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.

1.3.8.23. Number and type of trainings provided to CHWs supported by COVID Health Disparities funding.

1.4. Performance Measures

1.4.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.1. <u>Public Health Advisory Council</u>

1.4.1.1.1. Documented organizational structure for the PHAC, including but not limited to:

1.4.1.1.1.1. Vision or mission statements.

1.4.1.1.1.2. Organizational charts.

1.4.1.1.1.3. Agreements.

1.4.1.1.1.4. Meeting minutes.

1.4.1.1.1.5. Documentation that the PHAC membership represents public health stakeholders and the covered populations.

1.4.1.1.1.6. CHIP evaluation plan that demonstrates positive outcomes each year.

1.4.1.1.1.7. Publication of an annual report to the community.

1.4.1.2. Public Health Emergency Preparedness

1.4.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review, based on prioritized recommendations from the Department.

1.4.1.2.2. Response rate and percentage of staff responding during staff notification, acknowledgement and assembly drills.

1.4.1.2.3. Percentage of requests for activation met by the Multi-Agency Coordinating Entity.

1.4.1.2.4. Percentage of requests for deployment during emergencies met by partnering agencies and volunteers.

1.4.1.3. Substance Misuse Primary Prevention Coordination and Continuum of Care Facilitation:

1.4.1.3.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.3.1.1. Increased leadership within the RPHN to plan, implement, monitor and evaluate progress in meeting goals in the three year strategic plan.

1.4.1.3.1.2.	Increased section engagement in understanding local conditions related to substance misuse, planning and carrying out the activities and strategies in the three year strategic plan.
1.4.1.3.1.3.	Increase linkages and coordination with behavioral and medical health providers to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
1.4.1.3.1.4.	Increase in resource allocation within the region to address substance misuse issues.
1.4.1.3.1.5.	Decrease in the use of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.6.	Decrease in the consequences of alcohol and other drugs in the region as identified in the three year strategic plan.
1.4.1.3.1.7.	As measured by a RPHN Community Mobilization Survey Tool designed by the Department and the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health

(NSDUH), and other identified data sources.

1.4.1.4. School-Based Vaccination Clinics

1.4.1.4.1. Annual increase in the percentage of students receiving COVID-19 vaccination and seasonal influenza vaccination in school-based clinics.

1.4.1.4.2. Annual increase in the percentage of schools providing School Based vaccination clinics who are identified by NHIP as participating in the Free/Reduced School Lunch Program, or completion of at least 50% of schools listed by the Department.

1.4.1.4.3. Maintain influenza vaccine wastage below 5%.

1.4.2. 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.

1.4.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.

1.4.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. 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.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department 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
Regional Public Health Network Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 96% Federal funds from:
      1.1.1. Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
      1.1.2. Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
      1.1.3. Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
      1.1.4. Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
      1.1.5. National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
      1.1.6. Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
      1.1.7. Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, as awarded on August 27, 2020, by the Centers for Disease Control and Prevention, CFDA 93.391, FAIN NH95OT000031.
   1.2. 4% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY 23 Budget through Exhibit C-2 SFY 24 Budget.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   4.3. Identifies and requests payment for allowable costs incurred in the previous month.

   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

   8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. 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.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Contractor Name: *The Cheshire Medical Center*
Budget Request for: *Regional Public Health Network*
Budget Period *SFY 2023*
Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	$35,166	$9,750	$56,119	$5,729	$71,791	$0	$2,325	$9,812
2. Fringe Benefits	$10,233	$2,837	$16,331	$1,667	$20,891	$0	$793	$2,855
3. Consultants	$0	$7,343	$0	$0	$50,000	$0	$0	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0	$10,000	$5,000	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0	$0	$5,000	$0
5.(e) Supplies Office	$0	$0	$0	$0	$1,500	$5,000	$0	$0
6. Travel	$56	$0	$4,973	$0	$5,000	$3,000	$5,518	$969
7. Software	$0	$0	$0	$0	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$7,343	$0	$0	$20,000	$5,000	$0	$0
8. (b) Other - Education and Training	$0	$0	$0	$1,895	$5,443	$4,727	$0	$0
8. (c) Other - Other (specify below)								
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$0	$0	$0	$0	$0	$0	$0	$0
Total Direct Costs	$45,455	$27,273	$77,423	$9,091	$184,625	$22,727	$13,636	$13,636
Total Indirect Costs	$4,545	$2,727	$7,742	$909	$18,462	$2,273	$1,364	$1,364
Subtotals	$50,000	$30,000	$85,165	$10,000	$203,087	$25,000	$15,000	$15,000
							TOTAL	$433,252

Contractor Initials DG OS
Date 6/6/2022

New Hampshire Department of Health and Human Services

Contractor Name: *The Cheshire Medical Center*

Budget Request for: *Regional Public Health Network*

Budget Period *SFY 2024*

Indirect Cost Rate (if applicable) 10.00%

Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics
1. Salary & Wages	$35,046	$10,043	$57,803	$5,901	$73,934	$2,395
2. Fringe Benefits	$10,199	$2,923	$16,821	$1,717	$21,515	$817
3. Consultants	$0	$7,154	$0	$0	$50,000	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0	$10,000	$0
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0	$5,000
5.(e) Supplies Office	$0	$0	$0	$0	$1,500	$0
6. Travel	$210	$0	$2,799	$0	$5,000	$5,424
7. Software	$0	$0	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$7,153	$0	$1,473	$20,000	$0
8. (b) Other - Education and Training	$0	$0	$0	$0	$2,676	$0
8. (c) Other - Other (specify below)			$0			
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$0	$0	$0	$0	$0	$0
Total Direct Costs	$45,455	$27,273	$77,423	$9,091	$184,625	$13,636
Total Indirect Costs	$4,545	$2,727	$7,742	$909	$18,462	$1,364
Subtotals	$50,000	$30,000	$85,165	$10,000	$203,087	$15,000
					TOTAL	$393,252

Contractor Initials DS DG

Date 6/6/2022

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

DS DG

Vendor Initials

6/6/2022
Date

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: Cheshire Medical Center

6/6/2022
Date

DocuSigned by:
Daniel Gross
Name: Daniel Gross
Title: CFO

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Cheshire Medical Center

6/6/2022
Date

DocuSigned by:
Daniel Gross
Name: Daniel Gross
Title: CFO

DS
DG
Vendor Initials
6/6/2022
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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DG

Contractor Initials _____
Date 6/6/2022

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Cheshire Medical Center

6/6/2022
Date

DocuSigned by:
Daniel Gross
B2500813A7406...
Name: Daniel Gross
Title: CFO

DS
DG
Contractor Initials
6/6/2022
Date

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.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Cheshire Medical Center

6/6/2022
Date

DocuSigned by:
Daniel Gross
B2830C81387...
Name: Daniel Gross
Title: CFO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Cheshire Medical Center

6/6/2022
Date

DocuSigned by:
Daniel Gross
Name: Daniel Gross
Title: CFO

DS
DG
Contractor Initials
6/6/2022
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials DG

Date 6/6/2022

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Cheshire Medical Center
The State	Name of the Contractor
Patricia M. Tilley	Daniel Gross
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Daniel Gross
Name of Authorized Representative	Name of Authorized Representative
Director	CFO
Title of Authorized Representative	Title of Authorized Representative
6/7/2022	6/6/2022
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Cheshire Medical Center

6/6/2022
Date

DocuSigned by:
Daniel Gross
Name: Daniel Gross
Title: CFO

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: 073970238

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DS
DG
Contractor Initials

6/6/2022
Date

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

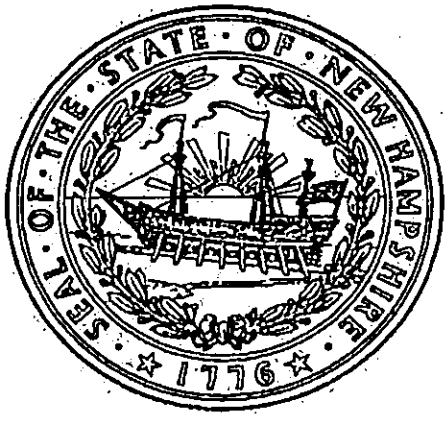
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE CHESHIRE MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1980. 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: **62567**

Certificate Number: **0005786276**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of June A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, _____Susan Abert_____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Officer of _____Cheshire Medical Center_____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on ___June 10, 2021____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That _Don Caruso, MD, Kathryn Willbarger or Daniel Gross_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of __Cheshire Medical Center_____ to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 2, 2022

Signature of Elected Officer
Name: Susan Abert
Title: Chair, Cheshire Medical Center, Board of Trustees

CERTIFICATE OF INSURANCE

DATE: December 7, 2021

COMPANY AFFORDING COVERAGE
Hamden Assurance Risk Retention Group, Inc.
P.O. Box 1687
30 Main Street, Suite 330
Burlington, VT 05401

INSURED
Cheshire Medical Center
590 Court Street
Keene, NH 02241

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.

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	0002021-A	7/1/2021	7/1/2022	EACH OCCURRENCE	$1,000,000
				DAMAGE TO RENTED PREMISES	$1,000,000
X CLAIMS MADE				MEDICAL EXPENSES	N/A
				PERSONAL & ADV INJURY	$1,000,000
OCCURRENCE				GENERAL AGGREGATE	$3,000,000
OTHER				PRODUCTS-COMP/OP AGG	$1,000,000
PROFESSIONAL LIABILITY				EACH CLAIM	
CLAIMS MADE				ANNUAL AGGREGATE	
OCCURENCE					
OTHER					

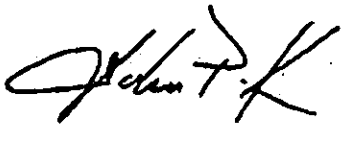
DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
Certificate is issued as evidence of insurance.

CERTIFICATE HOLDER

New Hampshire DHHS
29 Hazen Drive
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



DARTHIT-01 ASTOBERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Angela Columbus PHONE (A/C, No, Ext): (774) 233-6204 FAX (A/C, No): E-MAIL ADDRESS: Angela.Columbus@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Safety National Casualty Corporation	15105
INSURED Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N	N/A		AGC4065185	7/1/2021	7/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Workers Compensation coverage for

Cheshire Medical Center
Dartmouth-Hitchcock Health
Mary Hitchcock Memorial Hospital
Alice Peck Day Memorial Hospital
New London Hospital Association
Mt. Ascutney Hospital and Health Center

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dartmouth Health

Cheshire Medical Center

Mission, Vision, and Values

Mission

To lead our community to optimal health and wellness through our clinical and service excellence, collaboration, and compassion for every patient, every time.

Vision

To continually improve the health outcomes of the people we care for through our role in providing high-value health care; remaining a sustainable resource for our region.

Values

Excellence – Delivering care at the highest possible standard to every patient, every day
Compassion – Taking the humanity of others into account during every interaction
Collaboration – Working closely with colleagues and partners to achieve operational improvements and implement effective solutions
Inclusiveness – Celebrating and respecting the identity, perspective, and background of every patient and staff member
Responsibility – Acting as good stewards of resources and working to control costs
Vigilance – Keeping the safety of patients and colleagues first and foremost
Transparency – Being clear and honest with patients and colleagues

CHESHIRE MEDICAL CENTER
COMBINING STATEMENT OF OPERATIONS
YTD JUNE 2018

	COMBINED	Budget	Variance to Budget	% Var	Prior Year	Variance to Prior Year	% Var
REVENUES							
Net patient revenue	**$205,768,807**	$ 210,337,494	($4,568,687)	-2.2%	$200,140,401	$5,628,406	2.8%
Contributions & Grants	**924,567**	592,104	$332,463	56.1%	773,083	$151,484	19.6%
Grants	**0**		$0	0.0%	0	$0	#DIV/0!
Release of restriction	**620,000**	300,000	$320,000	106.7%	638,941	($18,941)	0.0%
Other revenue	**3,296,327**	2,988,982	$307,345	10.3%	2,633,383	$662,944	25.2%
	210,609,701	214,218,580	(3,608,879)	-1.7%	204,185,808	6,423,893	3.1%
EXPENSES							
Salaries & wages - Non-Provider	**66,851,940**	68,595,206	1,743,265	2.5%	61,776,912	(5,075,028)	-8.2%
Salaries & Wages - Provider	**36,608,414**	37,413,874	805,460	2.2%	34,323,029	(2,285,385)	-6.7%
Contract labor - Providers	**548,966**	166,739	(382,227)	(2)	0	(548,966)	0
Contract labor - Non-Providers	**1,638,692**	846,050	(792,642)	-93.7%	1,625,396	(13,296)	-0.8%
Employee benefits	**28,367,882**	26,826,598	(1,541,284)	-5.7%	26,795,963	(1,571,919)	-5.9%
Physicians' fees	**0**	0	0	0.0%	5,044,078	5,044,078	100.0%
Medical supplies	**31,374,346**	31,980,607	606,261	1.9%	30,691,860	(682,486)	-2.2%
Purchased services	**9,469,637**	5,403,362	(4,066,275)	-75.3%	5,042,854	(4,426,783)	-87.8%
Consulting, legal & audit	**1,296,718**	1,036,000	(260,718)	-25.2%	654,607	(642,111)	-98.1%
Supplies & other	**22,530,550**	22,332,820	(197,730)	-0.9%	24,203,826	1,673,276	6.9%
Interest	**1,111,742**	1,024,000	(87,742)	-8.6%	1,126,578	14,836	1.3%
Medicaid Enhancement Tax	**8,070,371**	7,800,000	(270,371)	-3.5%	7,800,000	(270,371)	-3.5%
Depreciation	**10,249,270**	10,793,325	544,055	5.0%	10,396,315	147,045	1.4%
	218,118,528	214,218,580	(3,899,948)	-1.8%	209,481,419	(8,637,109)	-4.1%
OPERATING INCOME (LOSS)	**(7,508,828)**	(0)	(7,508,828)	-6826207834.4%	(5,295,611)	(2,213,217)	-41.8%

THE CHESHIRE MEDICAL CENTER
COMBINING BALANCE SHEETS

ASSETS	COMBINED		ELIMINATIONS		FOUNDATION		MEDICAL CENTER		KEENE HEALTH SVC	
	June 2018	Jun 2017	June 2018	Jun 2017	June 2018	Jun 2017	June 2018	Jun 2017	June 2018	Jun 2017
CURRENT ASSETS										
Cash	$ 8,621,022	$ 11,601,427			$ 1,902,974	$ 929,045	$ 6,687,629	$ 10,644,911	$ 30,419	$ 27,471
Patient accounts receivable	16,771,671	17,722,635					16,771,671	17,722,635		
Inventories	3,205,530	3,135,600					3,205,530	3,135,600		
Prepaid expenses	2,297,709	2,004,359			108,324	42,819	2,182,727	1,954,881	6,659	6,659
Prepaid Medicaid Enhancement Tax	0	(6,846)					0	(6,846)		
Due from affiliates	0	0	(2,175,045)	(1,916,921)	910,071	821,278	1,264,974	1,095,643		
Trustee-held funds	3,118,298	1,299,902					3,118,298	1,299,902		
	34,014,230	35,757,077	(2,175,045)	(1,916,921)	2,921,368	1,793,142	33,230,829	35,846,726	37,078	34,130
INVESTMENTS	41,997,280	39,008,418			17,282,445	16,439,577	24,714,835	22,568,841		
PROP, PLANT & EQUIP - NET	70,606,754	68,920,576			3,234,508	3,332,892	66,758,838	64,933,035	613,409	654,649
OTHER ASSETS										
Unamortized bond issue costs	248,799	273,203					248,799	273,203		
Investment in subsidiary	0	0	188,006	132,499	(188,006)	(132,499)				
Other assets	1,613,768	2,786,069			243,330	243,330	1,370,438	2,542,739		
	1,862,567	3,059,272	188,006	132,499	55,324	110,831	1,619,237	2,815,942	0	0
ASSETS WHOSE USE IS LIMITED										
Trustee-held debt service reserve	(0)	(0)					(0)	(0)		
Charitable Gift Annuity	22,261	22,261			22,261	22,261				
Beneficial interests in trusts	5,889,705	5,777,876			5,889,705	5,777,876				
	5,911,966	5,800,137	0	0	5,911,966	5,800,137	(0)	(0)	0	0
TOTAL ASSETS	$ 154,392,796	$ 152,545,480	$ (1,987,039)	$ (1,784,422)	$ 29,405,611	$ 27,476,579	$ 126,323,738	$ 126,164,544	$ 650,487	$ 688,779

THE CHESHIRE MEDICAL CENTER
COMBINING BALANCE SHEETS

LIABILITIES & NET ASSETS	COMBINED June 2018	COMBINED Jun 2017	ELIMINATIONS June 2018	ELIMINATIONS Jun 2017	FOUNDATION June 2018	FOUNDATION Jun 2017	MEDICAL CENTER June 2018	MEDICAL CENTER Jun 2017	KEENE HEALTH SVC June 2018	KEENE HEALTH SVC Jun 2017
CURRENT LIABILITIES										
Accounts payable	$ 5,116,010	$ 3,897,758			$ 16,184	$ 2,627	$ 5,171,402	$ 3,895,131	$ (71,576)	$ -
Salaries & wages payable	2,223,764	1,972,498					2,223,764	1,972,498		
Accrued earned time	3,506,399	3,455,882					3,506,399	3,455,882		
Accrued bond interest	1,518,994	510,606					1,518,994	510,606		
Due to 3rd party payers	(308,685)	(766,406)					(308,685)	(766,406)		
Due to DHK - Net	14,320,600	15,193,949			(118,876)	(115,809)	14,439,476	15,309,758		
Due to affiliates	0	0	(2,175,045)	(1,916,921)	1,264,974	1,095,643			910,071	821,278
Current installment on LTD	780,000	780,000					780,000	780,000		
	27,157,082	25,044,287	(2,175,045)	(1,916,921)	1,162,282	982,461	27,331,350	25,157,469	838,495	821,278
OTHER LIABILITIES	1,582,228	2,647,029			10,669	10,669	1,571,559	2,636,360		
ACCRUED PENSION	1,239,624	2,945,074					1,239,624	2,945,074		
MINIMUM PENSION LIAB	5,815,876	5,815,876					5,815,876	5,815,876		
LONG-TERM DEBT	26,412,891	26,457,805			0	0	26,412,891	26,457,805		
NET ASSETS										
Unrestricted	62,270,319	60,799,825			3,240,453	2,508,362	59,029,866	58,291,463		
Temporarily restricted	19,154,558	18,156,516			14,231,987	13,296,019	4,922,571	4,860,497		
Permanently restricted	10,760,219	10,679,068			10,760,219	10,679,068				
	92,185,096	89,635,409	0	0	28,232,659	26,483,449	63,952,438	63,151,960	0	0
STOCKHOLDER'S EQUITY										
Common stock	0	0	(200,000)	(200,000)					200,000	200,000
Additional paid-in-capital	0	0	(4,455,776)	(4,455,776)					4,455,776	4,455,776
Retained deficit	0	0	4,843,782	4,788,275					(4,843,782)	(4,788,275)
	0	0	188,006	132,499	0	0	0	0	(188,006)	(132,499)
TOTAL LIAB & NET ASSETS	$ 154,392,798	$ 152,545,480	$ (1,987,039)	$ (1,784,422)	$ 29,405,611	$ 27,476,579	$ 126,323,738	$ 126,164,544	$ 650,489	$ 688,779

THE CHESHIRE MEDICAL CENTER
BALANCE SHEET
June 30, 2018

ASSETS

	THIS MONTH	LAST MONTH	START OF YEAR 6/30/2017
CURRENT ASSETS			
Cash	$ 6,687,629	$ 10,260,783	$ 10,644,911
Patient accounts receivable	$ 16,771,671	$ 18,509,881	$ 17,722,635
Inventories	$ 3,205,530	$ 3,182,232	$ 3,135,600
Prepaid expenses & other	$ 2,182,727	$ 1,972,438	$ 1,954,881
Medicaid Enhancement Tax	$ -	$ 718,893	$ (6,846)
Due from TCHF	$ 1,264,974	$ 1,133,673	$ 1,095,643
Trustee-held funds	$ 3,118,298	$ 2,966,765	$ 1,299,902
	33,230,829	38,744,665	35,846,726
INVESTMENTS			
Capital Reserve Fund	0	0	0
Funded depreciation	$ 944,847	$ 944,847	$ 944,847
CMC Pooled Investments	$ 15,179,318	$ 15,156,240	$ 14,218,504
Specific purpose funds	$ 8,590,671	$ 8,547,942	$ 7,405,491
	24,714,835	24,649,028	22,568,841
PROPERTY, PLANT & EQUIP			
Property, plant & equipment	$ 223,307,410	$ 222,969,802	$ 211,371,961
Accumulated depreciation	$ (156,548,572)	$ (156,234,426)	$ (146,438,926)
	66,758,838	66,735,376	64,933,035
OTHER ASSETS			
Unamortized bond issuance costs	$ 248,799	$ 250,832	$ 273,203
Other Assets	$ 1,370,438	$ 1,414,007	$ 2,542,739
	1,619,237	1,664,840	2,815,942
	$ 126,323,738	$ 131,793,909	$ 126,164,544

LIABILITIES & FUND BALANCE

	THIS MONTH	LAST MONTH	START OF YEAR 6/30/2017
CURRENT LIABILITIES			
Accounts payble	$ 5,171,402	$ 3,643,802	$ 3,895,131
Salaries & wages payable	$ 2,223,764	$ 1,744,013	$ 1,972,498
Accrued earned time	$ 3,506,399	$ 3,718,903	$ 3,455,882
Accrued bond interest	$ 1,518,994	$ 1,434,962	$ 510,606
Due to DHK - net	$ 14,439,476	$ 21,239,497	$ 15,309,758
Due to/(from) 3rd party payers	$ (308,685)	$ 116,669	$ (766,406)
Current installment on LTD	$ 780,000	$ 780,000	$ 780,000
	27,331,350	32,676,847	25,157,469
OTHER LIABILITIES	$ 1,571,559	$ 1,606,170	$ 2,636,360
ACCRUED PENSION	$ 1,239,624	$ 1,381,899	$ 2,945,074
MINIMUM PENSION LIAB	$ 5,816,876	$ 5,816,876	$ 5,816,876
LONG-TERM DEBT	$ 26,412,891	$ 26,416,634	$ 26,457,805
NET ASSETS			
Unrestricted	$ 59,029,866	$ 58,620,551	$ 58,291,463
Temporarily Restricted	$ 4,922,571	$ 5,275,932	$ 4,860,497
TOTAL NET ASSET	$ 63,952,438	$ 63,896,483	$ 63,151,960
	126,323,738	131,793,909	126,164,544

THE CHESHIRE MEDICAL CENTER
STATEMENT OF OPERATIONS
June 2018

CURRENT MONTH							YEAR TO DATE					
ACTUAL Pd 12 & 13	BUDGET	VARIANCE	% VAR	ACTUAL PY	VARIANCE		ACTUAL	BUDGET	VARIANCE	% VAR	ACTUAL PY	VARIANCE
						GROSS PATIENT REVENUE						
$ 10,300,872	$ 9,914,995	$ 385,877	3.9%	$ 9,210,659	$ 1,090,213	Inpatient	$ 125,684,654	$ 118,946,426	$ 6,638,228	5.6%	$ 110,423,734	$ 15,160,920
$ 40,897,953	$ 42,609,717	$ (1,711,764)	-4.0%	$ 41,916,999	$ (1,019,046)	Outpatient	$ 481,786,745	$ 491,171,738	(9,384,993)	-1.9%	$ 467,414,225	$ 14,372,521
51,198,825	52,524,712	(1,325,887)	-2.5%	51,127,658	$ 71,167		607,371,399	610,118,164	(2,746,765)	-0.5%	577,837,959	$ 29,533,440
						DEDUCTIONS FROM REVENUE						
$ 600,521	$ 250,876	$ (349,644)	-139.4%	$ 710,802	$ 110,281	CHARITY CARE	$ 4,191,164	$ 2,955,976	(1,235,188)	-41.8%	$ 3,882,570	$ (308,594)
$ 905,596	$ 1,253,455	$ 347,859	27.8%	$ 1,062,131	$ 156,535	BAD DEBT	$ 10,966,972	$ 14,768,964	3,801,992	25.7%	$ 14,125,119	$ 3,158,147
$ (424,354)	$ (424,354)	$ -	0.0%	$ (490,959)	$ (66,604)	MEDICAID DSH	$ (5,000,000)	$ (5,000,000)	0	0.0%	$ (5,887,104)	$ (887,104)
$ 32,894,749	$ 33,109,567	$ 214,818	0.6%	$ 33,235,325	$ 340,575	CONTRACTUAL ADJUSTMENT	$ 391,444,456	$ 387,055,730	(4,388,726)	-1.1%	$ 365,576,973	$ (25,867,483)
33,976,512	34,189,544	213,032	0.6%	34,517,299	540,787		401,602,593	399,780,670	(1,821,922)	-0.5%	377,697,558	(23,905,035)
	65.1%			67.5%			66.1%	65.5%			65.4%	
$ 17,222,313	$ 18,335,168	$ (1,112,855)	-6.1%	$ 16,610,359	$ 611,954	*NET PATIENT REVENUE*	$ 205,768,807	$ 210,337,494	$ (4,568,687)	-2.2%	$ 200,140,401	$ 5,628,406
$ 395,000	$ 25,461	$ 369,539	1451.4%	$ -	$ 395,000	*RELEASE FROM RESTRICTION*	$ 620,000	$ 300,000	320,000	106.7%	$ -	$ 620,000
$ 500,417	$ 245,411	$ 255,006	103.9%	$ 246,596	$ 253,821	*OTHER REVENUE*	$ 3,525,383	$ 2,945,086	580,297	19.7%	$ 2,860,497	$ 664,886
18,117,730	18,606,040	(488,311)	-2.6%	16,856,955	$ 1,260,775		209,914,190	213,582,580	(3,668,390)	-1.7%	203,000,898	$ 6,913,292
						EXPENSES						
$ 5,566,538	$ 5,638,448	71,910	1.3%	$ 5,516,879	$ (49,660)	Salaries & wages (non Providers)	$ 66,811,091	$ 68,595,206	1,784,115	2.6%	$ 65,245,503	$ (1,565,588)
$ 3,279,335	$ 3,240,703	(38,631)	-1.2%	$ 3,194,305	$ (85,029)	Salaries & wages (Providers)	$ 38,608,414	$ 37,413,874	805,460	2.2%	$ 36,250,166	$ (358,248)
$ 18,223	$ 13,894	(4,329)	-31.2%	$ -	$ (18,223)	Contract Labor - (Providers)	$ 648,966	$ 166,739	(382,227)	-229.2%	$ -	$ (648,966)
$ 117,847	$ 70,808	(47,039)	-66.4%	$ 191,289	$ 73,443	Contract Labor - (non Providers)	$ 1,638,692	$ 846,050	(792,642)	-93.7%	$ 1,716,657	$ 77,965
$ 2,306,061	$ 2,245,382	128,407	5.7%	$ 2,514,550	$ 397,575	Employee benefits	$ 28,356,567	$ 26,826,598	(1,529,969)	-5.7%	$ 26,615,229	$ (1,741,338)
2,455,180.13	$ 2,676,618	221,438	8.3%	$ 2,675,208	$ 220,028	Medical supplies	$ 31,374,346	$ 31,980,607	606,261	1.9%	$ 30,696,810	$ (677,536)
883,018.70	$ 451,716	(431,303)	-95.5%	$ 520,707	$ (362,311)	Purchased services	$ 9,469,637	$ 5,403,362	(4,066,275)	-75.3%	$ 5,270,729	$ (4,198,908)
445,643.07	$ 80,433	(232,301)	-288.8%	$ 51,395	$ (261,339)	Consulting, legal & audit	$ 1,274,713	$ 961,500	(313,213)	-32.6%	$ 654,607	$ (620,106)
1,494,641.11	$ 1,358,124	(178,426)	-13.2%	$ 1,821,507	$ 286,958	Supplies & expense - other	$ 16,727,469	$ 16,466,805	(260,664)	-1.6%	$ 17,043,418	$ 315,949
$ 435,400	$ 487,370	51,970	10.7%	$ 461,565	$ 26,165	Facilities	$ 4,714,884	$ 5,044,140	329,256	6.5%	$ 4,875,008	$ 160,123
$ 66,769	$ 58,000	(8,769)	-15.1%	$ 56,528	$ (10,241)	Insurance	$ 795,110	$ 696,000	(99,110)	-14.2%	$ 677,683	$ (117,427)
$ 97,110	$ 85,337	(11,773)	-13.8%	$ 93,882	$ (3,229)	Interest	$ 1,111,742	$ 1,024,000	(87,742)	-8.6%	$ 1,126,578	$ 14,836
$ 718,893	$ 652,860	(66,033)	-10.1%	$ 650,000	$ (68,893)	Medicaid Enhancement Tax	$ 8,070,371	$ 7,800,000	(270,371)	-3.5%	$ 7,793,154	$ (277,217)
$ 314,147	$ 890,500	0	0.0%	$ 665,314	$ (225,186)	Depreciation	$ 10,109,647	$ 10,686,000	576,353	5.4%	$ 10,238,316	$ 128,669
18,198,805	17,948,194	(544,878)	-3.0%	18,413,129	(164,971)		217,611,649	213,910,880	(3,700,769)	-1.7%	208,203,859	(9,766,038)
(81,075)	657,847	(1,033,188)	-157.1%	(1,556,174)	1,095,803	*OPERATING INCOME*	(7,697,459)	(328,300)	(7,369,159)	-2244.6%	(5,202,961)	(2,852,746)

CHESHIRE MEDICAL CENTER
OPERATIONS SUMMARY
Jun-18

Current Month					Year to Date			
Actual	Budget	Var	Prior Yr		Actual	Budget	Var	Prior Yr
				DISCHARGES				
361	361	-	334	Medical & Surgical	4,332	4,143	189	3,854
-	2	(2)	1	Sub-Acute	4	31	(27)	23
18	22	(4)	26	Rehabilitation	214	275	(61)	260
1	3	(2)	1	Swing/ICF	9	20	(11)	17
380	388	(8)	362		4,559	4,469	90	4,154
				PATIENT DAYS				
1,601	1,369	232	1,302	Medical & Surgical	17,966	15,748	2,218	14,842
-	12	(12)	-	Sub-Acute	5	145	(140)	101
270	372	(102)	368	Rehabilitation	3,498	4,290	(792)	3,860
9	44	(35)	10	Swing/ICF	168	506	(338)	344
1,880	1,797	83	1,680		21,637	20,689	948	19,147
				AVERAGE DAILY CENSUS				
53.4	45.6	7.7	43.4	Medical & Surgical	49.2	43.1	6.1	40.7
-	0.4	(0.4)	-	Sub-Acute	0.0	0.4	(0.4)	0.3
9.0	12.4	(3.4)	12.3	Rehabilitation	9.6	11.8	(2.2)	10.6
0.3	1.5	(1.2)	0.3	Swing/ICF	0.5	1.4	(0.9)	0.9
62.7	59.9	2.8	56.0		59.3	56.7	2.6	52.5
				AVERAGE LENGTH OF STAY				
4.4	3.8	0.6	3.9	Medical & Surgical	4.1	3.8	0.3	3.9
0.0	6.0	(6.0)	0.0	Sub-Acute	1.3	4.7	(3.4)	4.4
15.0	16.9	(1.9)	14.2	Rehabilitation	16.3	15.6	0.7	14.8
0.0	14.7	(14.7)	10.0	Swing/ICF	18.7	25.3	(6.6)	20.2
4.9	4.6	0.3	4.6		4.7	4.6	0.1	4.6
				NURSERY				
36	-	36	36	Discharges - Nursery	385	-	385	391
74	76	(2)	76	Patient Days - Nursery	849	883	(34)	869
2.5	2.5	(0.1)	2.5	Avg Daily Census - Nursery	2.3	2.4	(0.1)	2.4
2.1	-	2.1	2.1	Avg Length of Stay - Nursery	2.2	-	2.2	2.2

CHESHIRE MEDICAL CENTER
KEY STATISTICS
Jun-18

Current Month					Year to Date			
Actual	Budget	Var	Prior YR		Actual	Budget	Var	Prior Yr
16,631	17,302	(671)	17,904	OP Hospital Registrations	200,356	205,872	(5,516)	207,100
19,760	20,045	(285)	19,876	Practice Appointments	228,688	233,265	(4,577)	234,689
36,391	37,347	(956)	37,780	Total OP Registrations & Encounters	429,044	439,137	(10,093)	441,789
2,995	2,750	245	3,178	Radiation Diagnostic	35,685	34,880	805	36,044
1,364	1,644	(280)	2,047	Radiation Oncology	16,010	19,046	(3,036)	19,524
467	412	55	469	Ultra Sound	5,501	4,791	710	5,087
1,149	1,418	(269)	1,381	CT	15,709	16,374	(665)	16,743
614	604	10	645	Mammo	7,191	6,990	201	7,164
93	109	(16)	114	Nuclear	1,307	1,296	11	1,321
503	464	39	425	MRI	5,497	5,386	111	5,299
7,185	7,401	(216)	8,259	Total Radiology	86,900	88,763	(1,863)	91,182
1,880	1,820	60	1,980	ER Visits	22,519	23,104	(585)	22,964
357	419	(62)	409	Surgery Cases	4,336	4,873	(537)	4,600
593	468	125	432	Special Procedures	5,981	5,429	552	5,166
47,758	136,368	(88,610)	146,399	Lab Tests	945,564	1,726,455	(780,891)	1,729,430
2,817	2,626	191	2,843		31,826	32,900	(1,074)	31,031
17	16	1	26		318	213	105	244
2,834	2,642	192	2,869	PT/OT Speech	32,144	33,113	(969)	31,275
209	170	39	102	Cardiac Rehab	1,547	1,972	(425)	1,840
45	45	-	37	AR Days	46	45	(1)	49
1,055	1,175	120	1,161	Paid FTEs	1,055	1,175	120	1,119
3.39	3.70	0.31	3.73	FTE/Adj. Occ. Bed	3.68	4.04	0.36	4.08
1,889	2,055	(166)	2,009	Adjusted Discharges	22,049	22,923	(874)	21,738
9,635	8,732	(903)	9,163	Operating Expense/Adj Discharge	9,883	9,332	(551)	9,583
55	82	(27)	61	Days Cash on Hand	55	82	(27)	61

POOLED INVESTMENT ACTIVITY
THE CHESHIRE HEALTH FOUNDATION

	FY11 9/30/11	FY12 6/30/12	FY13 6/30/13	FY14 6/30/14	FY15 6/30/15	FY16 6/30/16	FY17 6/30/17	FY18 6/30/18
MARKET VALUE - BEGINNING	$ 32,045,864	$ 27,293,050	$ 30,038,277	$ 34,123,430	$ 39,771,488	$ 39,869,920	33,779,812	38,063,569
INTEREST/DIVIDEND INCOME	622,190	431,451	605,773	532,698	596,175	568,841	368,940	611,306
TRANSFER (TO)/FROM CHF CHECKING	(4,574,426)	70,441	484,266	(74,347)	(110,900)	(4,548,994)	-	50,130
PENDING INVESTMENTS		-	-	-	-	-	154,818	
CONTRIBUTIONS	208,108	325,652	510,135	524,953	2,051,135	484,325	475,455	728,846
WITHDRAWALS	(229,300)	(345,925)	(539,051)	(547,785)	(2,085,962)	(530,961)	(515,337)	(770,855)
CAPITAL APPRECIATION:								
REALIZED	912,515	438,844	1,964,291	2,229,366	1,208,018	(19,449)	692,529	1,063,777
UNREALIZED	(1,691,901)	1,824,764	1,059,740	2,983,173	(1,560,033)	(2,043,870)	3,107,353	1,705,095
	(779,386)	2,263,608	3,024,031	5,212,539	(352,015)	(2,063,319)	3,799,882	2,768,872
MARKET VALUE - ENDING	$ 27,293,050	$ 30,038,277	$ 34,123,430	$ 39,771,488	$ 39,869,920	$ 33,779,812	$ 38,063,569	$ 41,451,867
FISCAL TO DATE RATE OF RETURN	-0.5%	9.4%	11.3%	15.5%	0.6%	-4.1%	11.6%	8.5%

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements and Supporting Exhibits

For the Fiscal Year Ended June 30, 2019

	Exhibit
Consolidated Dartmouth-Hitchcock Health and Subsidiaries Statement of Operations	I
D-HH Key Performance Measures	II
D-HH Key Financial Health Measures	III
Consolidated Dartmouth-Hitchcock Health and Subsidiaries	IV
Consolidating Dartmouth-Hitchcock Health and Subsidiaries	V

As we prepare for our year-end external audit of our financial statements by PwC, we would like to make you aware of a few items which are not yet final:

- Approximately 5% of the valuation of "Assets limited as to use" as contained in these statements have values reflected at dates other than June 30, 2019 as they are typically valued in arrears. These values are determined in intervals of one month to one quarter in arrears. Final valuations will be reflected in the annual audited statements, as the market values for June 30, 2019 become available.

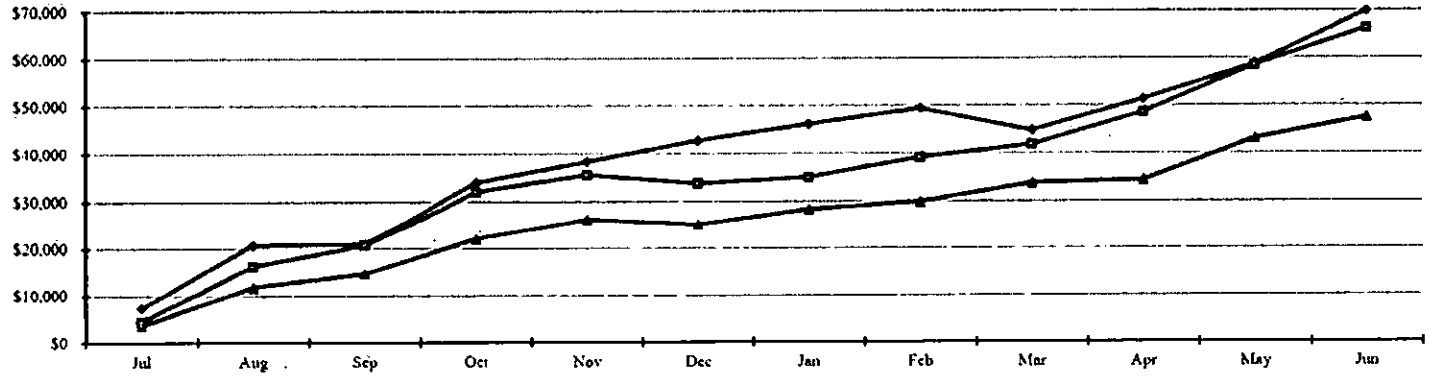
- D-H's ownership interest in Hamden, a captive insurance company, reflected as "Insurance Deposits and Related Liabilities" as contained in these statements have been updated based on draft financial information received from Hamden. D-H will review and true up its ownership interest in Hamden as of June 30, 2019 once Hamden has completed its external audit by PwC and prior to publishing D-H's annual audited statements.

- The annual adjustment to the liability for pension and postretirement benefits to reflect the updated discount rate as of June 30, 2019 has not been recorded and is pending customary final review from our actuaries and auditors.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statement of Operations
For the period ended June 30, 2019
($ in 000s)

Current Quarter				Year-to-Date		
Actual	Budget	Variance		Actual	Budget	Variance
			Unrestricted revenue and other support:			
$ 494,193	$ 487,662	6,531	Net patient service revenue	$ 1,934,459	$ 1,891,090	43,369
22,003	16,397	5,606	Contracted revenue	75,018	66,176	8,842
64,778	49,373	15,405	Other operating revenue	210,697	181,598	29,099
4,355	3,811	544	Net assets released from restrictions	14,104	15,176	(1,072)
585,329	557,243	28,086	Total unrestricted revenue and other support	2,234,278	2,154,040	80,238
			Operating expenses:			
96,837	94,511	(2,326)	Physician salaries	376,897	368,983	(7,914)
177,306	176,041	(1,265)	Staff salaries	685,654	676,060	(9,594)
60,712	58,903	(1,809)	Employee benefits	251,529	241,718	(9,811)
113,529	93,339	(20,190)	Medical supplies and medications	407,875	361,195	(46,680)
86,301	77,360	(8,941)	Purchased services and other	323,370	309,737	(13,633)
17,339	17,398	59	Medicaid enhancement tax	70,061	69,557	(504)
27,589	29,229	1,640	Depreciation, amortization and interest	113,880	116,547	2,667
579,613	546,781	(32,832)	Total operating expenses	2,229,266	2,143,797	(85,469)
5,716	10,462	(4,746)	Operating margin before DSH	5,012	10,243	(5,231)
19,404	14,022	5,382	Medicaid Uncompensated Care Payment (DSH)	64,864	56,024	8,840
$ 25,120	$ 24,484	636	**Operating margin**	$ 69,876	$ 66,267	3,609
4.2%	4.3%		**Operating margin (%)**	3.0%	3.0%	

Operating Margin - Cumulative



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Actual FY19	$7,330	$13,416	$162	$13,034	$4,328	$4,431	$3,425	$3,310	($4,680)	$6,592	$7,353	$11,175
Budget FY19	$4,506	$11,746	$4,498	$11,234	$3,544	($1,812)	$1,273	$4,143	$2,651	$6,776	$9,952	$7,756
Actual FY18	$3,702	$8,087	$2,886	$7,439	$4,187	($1,034)	$3,068	$1,518	$3,873	$586	$8,737	$4,414

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statement of Operations
For the period ended June 30, 2019 and 2018
($ in 000s)

Current Quarter				Year-to-Date		
June 2019	June 2018	Variance		June 2019	June 2018	Variance
			Unrestricted revenue and other support:			
$ 494,193	$ 466,482	27,711	Net patient service revenue	$ 1,934,459	$ 1,797,259	137,200
22,003	18,090	3,913	Contracted revenue	75,018	54,969	20,049
64,778	41,047	23,731	Other operating revenue	210,697	148,946	61,751
4,355	4,316	39	Net assets released from restrictions	14,104	13,461	643
585,329	529,935	55,394	Total unrestricted revenue and other support	2,234,278	2,014,635	219,643
			Operating expenses:			
96,837	89,401	(7,436)	Physician salaries	376,897	355,472	(21,425)
177,306	166,721	(10,585)	Staff salaries	685,654	633,791	(51,863)
60,712	61,999	1,287	Employee benefits	251,529	229,683	(21,846)
113,529	91,792	(21,737)	Medical supplies and medications	407,875	340,031	(67,844)
86,301	77,573	(8,728)	Purchased services and other	323,370	291,372	(31,998)
17,339	16,630	(709)	Medicaid enhancement tax	70,061	67,692	(2,369)
27,589	27,284	(305)	Depreciation, amortization and interest	113,880	103,600	(10,280)
579,613	531,400	(48,213)	Total operating expenses	2,229,266	2,021,641	(207,625)
3 5,716	(1,465)	7,181	Operating margin (loss) before DSH	5,012	(7,006)	12,018
19,404	15,202	4,202	Medicaid Uncompensated Care Payment (DSH)	64,864	54,469	10,395
$ 25,120	$ 13,737	11,383	**Operating margin**	$ 69,876	$ 47,463	22,413
4.2%	2.5%		**Operating margin (%)**	3.0%	2.3%	

Dartmouth-Hitchcock Health (Excludes Putnam)
Consolidated Key Performance Measures
For the Period Ended June 30, 2019

Current Quarter					Year-to-Date			
Actual	Budget	Change	%		Actual	Budget	Change	%
				Patient Access and Activity				
				Total Appointments (MD & AP)				
301,783	308,930	(7,147)	-2.3%	Dartmouth-Hitchcock**	1,153,398	1,179,531	(26,133)	-2.2%
12,999	13,300	(301)	-2.3%	Alice Peck Day	54,762	53,519	1,243	2.3%
60,895	56,137	4,758	8.5%	Cheshire Medical Center	231,547	218,494	13,053	6.0%
15,056	14,523	533	3.7%	Mt. Ascutney Hospital & Health Center	55,995	56,854	(859)	-1.5%
16,770	19,681	(2,911)	-14.8%	New London Hospital	67,972	76,256	(8,284)	-10.9%
407,503	412,571	(5,068)	-1.2%	Total	1,563,674	1,584,654	(20,980)	-1.3%
				Discharges*				
5,154	5,299	(145)	-2.7%	Dartmouth-Hitchcock	20,058	20,774	(716)	-3.4%
292	244	48	19.7%	Alice Peck Day	1,114	998	116	11.6%
1,148	1,201	(53)	-4.4%	Cheshire Medical Center	4,491	4,615	(124)	-2.7%
291	258	33	12.8%	Mt. Ascutney Hospital & Health Center	993	1,010	(17)	-1.7%
290	287	3	1.0%	New London Hospital	1,100	1,152	(52)	-4.5%
7,175	7,289	(114)	-1.6%	Total	27,756	28,550	(794)	-2.8%
				Patient Days*				
28,773	29,569	(796)	-2.7%	Dartmouth-Hitchcock	114,150	115,691	(1,541)	-1.3%
1,271	1,567	(296)	-18.9%	Alice Peck Day	4,971	6,087	(1,116)	-18.3%
5,136	5,548	(412)	-7.4%	Cheshire Medical Center	21,322	21,322	-	0.0%
2,674	2,546	128	5.0%	Mt. Ascutney Hospital & Health Center	10,432	10,108	324	3.2%
1,289	1,332	(43)	-3.2%	New London Hospital	5,079	5,394	(315)	-5.8%
39,143	40,562	(1,419)	-3.5%	Total	155,954	158,601	(2,647)	-1.7%
				Average Length of Stay*				
5.58	5.58	0.00	0.1%	Dartmouth-Hitchcock	5.69	5.57	0.12	2.2%
4.35	6.42	(2.07)	-32.2%	Alice Peck Day	4.46	6.10	(1.64)	-26.8%
4.47	4.62	(0.15)	-3.2%	Cheshire Medical Center	4.75	4.62	0.13	2.8%
9.19	9.87	(0.68)	-6.9%	Mt. Ascutney Hospital & Health Center	10.51	10.00	0.50	5.0%
4.44	4.64	(0.20)	-4.2%	New London Hospital	4.62	4.68	(0.07)	-1.4%
5.46	5.56	(0.11)	-2.0%	Total	5.62	5.56	0.06	1.1%
				Average Daily Census*				
316.2	324.9	(8.7)	-2.7%	Dartmouth-Hitchcock	312.7	317.0	(4.2)	-1.3%
14.0	17.2	(3.3)	-18.9%	Alice Peck Day	13.6	16.7	(3.1)	-18.3%
56.4	61.0	(4.5)	-7.4%	Cheshire Medical Center	58.4	58.4	-	0.0%
29.4	28.0	1.4	5.0%	Mt. Ascutney Hospital & Health Center	28.6	27.7	0.9	3.2%
14.2	14.6	(0.5)	-3.2%	New London Hospital	13.9	14.8	(0.9)	-5.8%
430.1	445.7	(15.6)	-3.5%	Total	427.3	434.5	(7.3)	-1.7%
				Surgical Cases				
6,009	5,912	97	1.6%	Dartmouth-Hitchcock	22,896	22,293	603	2.7%
506	853	(347)	-40.7%	Alice Peck Day	2,703	3,490	(787)	-22.6%
1,237	1,147	90	7.9%	Cheshire Medical Center	4,735	4,500	235	5.2%
406	439	(33)	-7.4%	Mt. Ascutney Hospital & Health Center	1,610	1,732	(122)	-7.0%
425	425	-	0.0%	New London Hospital	1,689	1,669	20	1.2%
8,583	8,775	(192)	-2.2%	Total	33,633	33,684	(51)	-0.2%
				Staffing				
				Physician Full Time Equivalents (FTE)				
795.5	792.8	2.6	0.3%	Dartmouth-Hitchcock	786.3	788.6	(2.3)	-0.3%
19.9	22.8	(2.9)	-12.7%	Alice Peck Day	19.7	21.3	(1.6)	-7.6%
113.0	108.2	4.8	4.4%	Cheshire Medical Center	114.2	108.1	6.1	5.6%
19.1	19.0	0.1	0.5%	Mt. Ascutney Hospital & Health Center	18.9	19.1	(0.2)	-1.3%
22.2	24.0	(1.9)	-7.8%	New London Hospital	22.2	24.0	(1.9)	-7.8%
2.0	2.0	-	0.0%	Visiting Nurse and Hospice	2.0	2.0	-	0.0%
971.6	968.9	2.8	0.3%	Total	963.2	963.2	0.0	0.0%
				Non Physician Full Time Equivalents (FTE)				
7,607.8	7,649.4	(41.6)	-0.5%	Dartmouth-Hitchcock	7,521.8	7,496.3	25.5	0.3%
323.5	368.5	(45.0)	-12.2%	Alice Peck Day	335.0	370.0	(35.0)	-9.5%
1,119.1	1,166.4	(47.3)	-4.1%	Cheshire Medical Center	1,080.3	1,154.5	(74.3)	-6.4%
340.1	343.6	(3.5)	-1.0%	Mt. Ascutney Hospital & Health Center	330.5	336.6	(6.2)	-1.8%
445.2	470.5	(25.3)	-5.4%	New London Hospital	444.6	470.5	(25.9)	-5.5%
189.9	196.1	(6.3)	-3.2%	Visiting Nurse and Hospice	189.9	196.1	(6.3)	-3.2%
10,025.6	10,194.5	(168.9)	-1.7%	Total	9,902.0	10,024.0	(122.1)	-1.2%

* Excludes Newborn, Observation, ADMNO and SDNO **Includes Contractual Entities

Exhibit III

Consolidated Dartmouth-Hitchcock Health and Subsidiaries
Key Financial Health Measures

	Fiscal Year-19 Budget/ Covenant * Requirements	Fiscal Year Ended Jun-17	Fiscal Year Ended Jun-18	Fiscal Year Ended Jun-19
Operating Margin (%)	3.0%	-0.4%	2.3%	3.0%
Total Margin (%)	4.2%	2.9%	2.7%	4.5%
EBITDA (%)	8.6%	8.2%	7.8%	9.5%
Unrestricted Days Cash on Hand	152	127	158	163
Debt-to-Capitalization	55.0%	59.2%	59.0%	54.3%
Annual Debt Service Coverage *	>1.10x	3.84	5.68	6.71
Days in Accounts Receivable, net	41.0	48.2	43.2	40.4

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
($ in 000s)

	June 2019	June 2018
Assets		
Current assets		
Cash and cash equivalents	$ 142,715	$ 200,169
Patient accounts receivable, net	221,125	219,228
Prepaid expenses and other current assets	85,190	97,502
Total current assets	449,030	516,899
Assets limited as to use		
Internally designated by board	811,104	636,314
Under bond indenture agreement held by trustee	1,394	1,872
Insurance deposits	67,938	67,938
Total assets limited as to use	880,436	706,124
Other investments for restricted activities	134,769	130,896
Property, plant and equipment, net	623,992	607,321
Other assets	120,258	108,785
Total assets	$ 2,208,485	$ 2,070,025
Liabilities and Net Assets		
Current liabilities		
Current maturities of long-term debt	$ 3,698	$ 3,464
Current portion of liability for other postretirement plan benefits	3,311	3,311
Accounts payable and accrued expenses	111,941	95,753
Accrued compensation and benefits	132,855	125,576
Estimated third party settlements	41,570	41,141
Total current liabilities	293,375	269,245
Long-term debt, excluding current portion	748,807	752,975
Insurance deposits and related liabilities	56,237	55,516
Liability for pension and other postretirement plan benefits	208,379	242,227
Other liabilities	128,450	88,127
Total liabilities	1,435,248	1,408,090
Net assets		
Unrestricted	631,143	524,102
Temporarily restricted	85,676	82,439
Permanently restricted	56,418	55,394
Total net assets	773,237	661,935
Total liabilities and net assets	$ 2,208,485	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statement of Operations and Changes in Net Assets
For the Fiscal Year Ended June 30, 2019 and 2018
($ in 000s)

	June 2019	June 2018
Unrestricted revenue and other support		
Net patient service revenue	$ 1,934,459	$ 1,797,259
Contracted revenue	75,018	54,969
Other operating revenue	210,697	148,946
Net assets released from restrictions	14,104	13,461
Total unrestrictred revenue and other support	2,234,278	2,014,635
Operating expenses		
Salaries	1,062,551	989,263
Employee benefits	251,529	229,683
Medical supplies and medications	407,875	340,031
Purchased services and other	323,370	291,372
Medicaid enhancement tax	70,061	67,692
Depreciation and amortization	88,367	84,778
Interest	25,513	18,822
Total operating expenses	2,229,266	2,021,641
Operating margin (loss) before DSH	5,012	(7,006)
Medicaid Uncompensated Care Payment (DSH)	64,864	54,469
Operating margin	69,876	47,463
Nonoperating gains (losses)		
Investment gains	38,360	40,387
Other, net	(3,560)	(2,908)
Loss on early extinguishment of debt	(87)	(28,461)
Total nonoperating gains	34,713	9,018
Excess of revenue over expenses	104,589	56,481
Unrestricted net assets		
Net assets released from restrictions	1,770	16,313
Change in additional minimum pension liability	682	8,254
Other changes in net assets	-	(185)
Unrealized gain on interest rate swaps	-	18,292
Increase in unrestricted net assets	107,041	99,155
Temporarily restricted net assets		
Gifts, bequests, sponsored activities	16,197	13,655
Investment gains	1,654	2,964
Change in net unrealized gains on investments	877	1,282
Net assets released from restrictions	(15,874)	(29,774)
Contribution of temporarily restricted net assets from acquisition	383	-
Reclassification of net assets	-	(605)
Increase (decrease) in temporarily restricted net assets	3,237	(12,478)
Permanently restricted net assets		
Gifts and bequests	1,078	331
Investment (losses) gains	(54)	108
Reclassification of net assets	-	790
Increase in permanently restricted net assets	1,024	1,229
Increase in net assets	111,302	87,906
Net assets, beginning of period	661,935	574,029
Net assets, end of period	$ 773,237	$ 661,935

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statement of Cash Flows
For the Twelve Months Ended June 30, 2019 and 2018
($ in 000s)

	June 2019	June 2018
Cash flows from operating activities		
Change in net assets	$ 111,302	$ 87,906
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Change in fair value of interest rate swaps	-	(4,897)
Provision for bad debt	51,185	47,367
Depreciation and amortization	87,174	84,392
Contribution revenue from acquisition	(383)	-
Change in funded status of pension and other postretirement benefits	(682)	(8,254)
Loss on disposal of fixed assets	(1,503)	(125)
Net realized gains and change in net unrealized gains on investments	(37,319)	(45,178)
Restricted contributions and investment earnings	(1,642)	(1,689)
Proceeds from sales of securities	1,167	1,531
Loss from debt defeasance	-	14,214
Changes in assets and liabilities		
Patient accounts receivable, net	(53,082)	(29,335)
Prepaid expenses and other current assets	12,548	(8,299)
Other assets, net	(5,663)	(11,665)
Accounts payable and accrued expenses	15,851	6,593
Accrued compensation and related benefits	6,782	10,665
Estimated third-party settlements	429	13,708
Insurance deposits and related liabilities	208	4,556
Liability for pension and other postretirement benefits	(33,166)	(32,399)
Other liabilities	16,784	(2,421)
Net cash provided by operating and non-operating activities	169,990	126,670
Cash flows from investing activities		
Purchase of property, plant, and equipment	(80,910)	(65,257)
Proceeds from sale of property, plant, and equipment	2,064	-
Purchases of investments	(319,864)	(278,880)
Proceeds from maturities and sales of investments	178,623	272,359
Cash received through acquisition	5,155	-
Net cash used in investing activities	(214,932)	(71,778)
Cash flows from financing activities		
Proceeds from line of credit	45,000	50,000
Payments on line of credit	(45,000)	(50,000)
Repayment of long-term debt	(14,154)	(428,819)
Proceeds from issuance of debt	-	508,577
Payment of debt issuance costs	-	(4,668)
Restricted contributions and investment earnings	1,642	1,689
Net cash (used in) provided by financing activities	(12,512)	76,779
(Decrease) increase in cash and cash equivalents	(57,454)	131,671
Cash and cash equivalents		
Beginning of year	200,169	68,498
End of period	$ 142,715	$ 200,169

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
As of June 30, 2019
($ in 000s)

	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	APDMH and Subsidiaries	Cheshire Medical Center and Subsidiaries	Mt Ascutney Hospital and Health Center and Subsidiaries	New London Hospital Association and Subsidiaries	Visiting Nurse and Hospice and Subsidiaries	Other	Eliminations	Dartmouth-Hitchcock Health and Subsidiaries
Assets										
Current assets										
Cash and cash equivalents	$ 42,456	47,434	15,581	11,301	8,549	11,120	5,686	588	-	142,715
Patient accounts receivable, net	-	180,939	7,280	15,878	5,061	8,960	3,007	-	-	221,125
Prepaid expenses and other current assets	14,178	133,646	(47)	6,268	1,401	5,567	471	798	(77,092)	85,190
Total current assets	56,634	362,019	22,814	33,447	15,011	25,647	9,164	1,386	(77,092)	449,030
Assets limited as to use										
Internally designated by board	92,594	621,853	12,804	18,759	12,738	12,427	20,817	19,112	-	811,104
Under bond indenture agreement held by trustee	8	550	72	764	-	-	-	-	-	1,394
Insurance deposits	-	67,938	-	-	-	-	-	-	-	67,938
Total assets limited as to use	92,602	690,341	12,876	19,523	12,738	12,427	20,817	19,112	-	880,436
Notes receivable, related party	553,484	752	-	-	-	-	-	-	(554,236)	-
Other investments for restricted activities	-	91,882	31	25,635	6,323	2,973	-	7,925	-	134,769
Property, plant and equipment, net	22	431,843	53,446	70,909	19,435	42,423	3,239	2,675	-	623,992
Other assets	24,865	107,256	5,466	7,349	1,931	5,476	73	158	(32,316)	120,258
Total assets	$ 727,607	1,684,093	94,633	156,863	55,438	88,946	33,293	31,256	(663,644)	2,208,485
Liabilities and Net Assets										
Current liabilities										
Current maturities of long-term debt	$ -	1,031	933	830	288	547	69	-	-	3,698
Current portion of liability for other postretirement plan benefits	-	3,311	-	-	-	-	-	-	-	3,311
Accounts payable and accrued expenses	55,500	99,133	6,693	18,304	2,856	3,879	2,110	558	(77,092)	111,941
Accrued compensation and benefits	-	115,507	3,770	5,851	4,314	2,313	1,100	-	-	132,855
Estimated third party settlements	-	26,404	1,290	104	2,921	10,851	-	-	-	41,570
Total current liabilities	55,500	245,386	12,686	25,089	10,379	17,590	3,279	558	(77,092)	293,375
Notes payable, related party	-	526,202	-	-	-	28,034	-	-	(554,236)	-
Long-term debt, excluding current portion	643,257	52,015	25,036	24,503	11,763	643	2,560	-	(10,970)	748,807
Insurance deposits and related liabilities	-	54,616	513	441	240	388	39	-	-	56,237
Liability for pension and other postretirement plan benefits	-	201,552	-	2,507	4,320	-	-	-	-	208,379
Other liabilities	-	93,333	32,418	1,114	-	1,585	-	-	-	128,450
Total liabilities	698,757	1,173,104	70,653	53,654	26,702	48,240	5,878	558	(642,298)	1,435,248
Net assets										
Unrestricted	28,832	419,885	22,327	74,015	21,300	36,087	27,385	22,618	(21,306)	631,143
Temporarily restricted	18	57,683	1,556	18,470	1,569	484	-	5,936	(40)	85,676
Permanently restricted	-	33,421	97	10,724	5,867	4,135	30	2,144	-	56,418
Total net assets	28,850	510,989	23,980	103,209	28,736	40,706	27,415	30,698	(21,346)	773,237
Total liabilities and net assets	$ 727,607	1,684,093	94,633	156,863	55,438	88,946	33,293	31,256	(663,644)	2,208,485
Unrestricted Days Cash on Hand	1,538	148 ^	130	52	144	146	420	1,800	-	163
Debt-to-Capitalization	95.7%	57.9%	52.9%	24.9%	35.6%	44.3%	8.5%	-	-	54.3%
Days in Accounts Receivable, net	-	40.4	38.1	35.1	40.1	54.4	48.7	-	-	40.4

^ Unrestricted Days Cash on Hand calculation for DH includes $40M of investments held by D-HH. The $40M amount in the DH calculation is removed for the consolidated calculation.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets
For the Fiscal Year Ended June 30, 2019
($ in 000s)

	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	APDMH and Subsidiaries	Cheshire Medical Center and Subsidiaries	Mt Ascutney Hospital and Health Center and Subsidiaries	New London Hospital Association and Subsidiaries	Visiting Nurse and Hospice and Subsidiaries	Other	Eliminations	Dartmouth-Hitchcock Health and Subsidiaries
Unrestricted revenue and other support										
Net patient service revenue	$ -	1,529,680	64,094	215,254	45,587	57,316	22,528	-	-	1,934,459
Contracted revenue	5,011	109,051	-	355	5,902	-	-	791	(46,092)	75,018
Other operating revenue	21,128	186,852	10,951	3,549	3,868	4,260	540	1,923	(22,374)	210,697
Net assets released from restrictions	369	11,556	164	732	24	177	-	1,082	-	14,104
Total unrestricted revenue and other support	26,508	1,837,139	75,209	219,890	55,381	61,753	23,068	3,796	(68,466)	2,234,278
Operating expenses										
Salaries	-	868,311	40,731	107,706	27,319	30,549	11,511	-	(23,576)	1,062,551
Employee benefits	-	208,319	7,218	24,200	7,133	5,434	2,701	-	(3,476)	251,529
Medical supplies and medications	-	354,201	8,639	34,331	3,035	6,298	1,371	-	-	407,875
Purchased services and other	11,367	242,105	18,172	35,396	14,369	13,389	7,375	3,996	(22,799)	323,370
Medicaid enhancement tax	-	54,954	3,062	8,005	1,776	2,264	-	-	-	70,061
Depreciation and amortization	14	69,344	4,194	8,077	2,478	3,920	340	-	-	88,367
Interest	20,677	21,585	1,637	1,053	228	1,120	63	-	(20,850)	25,513
Total operating expenses	32,058	1,818,819	83,653	218,768	56,338	62,974	23,361	3,996	(70,701)	2,229,266
Operating (loss) margin before DSH	(5,550)	18,320	(8,444)	1,122	(957)	(1,221)	(293)	(200)	2,235	5,012
Medicaid Uncompensated Care Payment (DSH)	-	50,872	5,700	5,000	442	2,850	-	-	-	64,864
Operating (loss) margin	(5,550)	69,192	(2,744)	6,122	(515)	1,629	(293)	(200)	2,235	69,876
Operating (loss) margin %	(20.9%)	3.7%	(3.4%)	2.7%	(0.9%)	2.5%	(1.3%)	(5.3%)	3.3%	3.0%
Nonoperating gains (losses)										
Investment gains (losses)	3,930	30,165	467	455	654	785	984	1,118	(198)	38,360
Other, net	(3,784)	1,586	31	(160)	279	(240)	765	-	(2,037)	(3,560)
Loss on early extinguishment of debt	-	-	(87)	-	-	-	-	-	-	(87)
Total nonoperating gains (losses)	146	31,751	411	295	933	545	1,749	1,118	(2,235)	34,713
(Deficiency) excess of revenue over expense	(5,404)	100,943	(2,333)	6,417	418	2,174	1,456	918	-	104,589
Unrestricted net assets										
Net assets released from restrictions	-	420	-	566	318	402	-	64	-	1,770
Change in additional minimum pension liability	-	-	-	-	682	-	-	-	-	682
Net assets transferred to (from) affiliate	10,477	(16,360)	3,629	1,963	118	128	45	-	-	-
Increase in unrestricted net assets	5,073	85,003	1,296	8,946	1,536	2,704	1,501	982	-	107,041
Temporarily restricted net assets										
Gifts, bequests, sponsored activities	12,031	1,376	801	613	121	555	-	700	-	16,197
Investment gains	-	1,068	122	99	183	15	-	167	-	1,654
Change in net unrealized gains on investments	-	905	(1)	(140)	68	-	-	45	-	877
Net assets released from restrictions	(369)	(11,976)	(164)	(1,298)	(342)	(579)	-	(1,146)	-	(15,874)
Contribution of temporarily restricted net assets from acquisition	-	-	383	-	-	-	-	-	-	383
Net assets transferred (from) to affiliate	(11,644)	11,644	-	-	-	-	-	-	-	-
Increase (decrease) in temporarily restricted net assets	18	3,017	1,141	(726)	30	(9)	-	(234)	-	3,237
Permanently restricted net assets										
Gifts and bequests	-	1,189	(122)	13	(2)	-	-	-	-	1,078
Investment losses	-	-	-	(49)	7	(12)	-	-	-	(54)
Increase (decrease) in permanently restricted net assets	-	1,189	(122)	(36)	5	(12)	-	-	-	1,024
Increase in net assets	5,091	89,209	2,315	8,184	1,571	2,683	1,501	748	-	111,302
Net assets, beginning of period	23,759	421,780	21,665	95,025	27,165	38,023	25,914	29,950	(21,346)	661,935
Net assets, end of period	$ 28,850	510,989	23,980	103,209	28,736	40,706	27,415	30,698	(21,346)	773,237

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations - Variance to Budget
For the Fiscal Year Ended June 30, 2019
($ in 000s)

	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	APDMH and Subsidiaries	Cheshire Medical Center and Subsidiaries	Mt Ascutney Hospital and Health Center and Subsidiaries	New London Hospital Association and Subsidiaries	Visiting Nurse and Hospice and Subsidiaries	Other	Eliminations	Dartmouth-Hitchcock Health and Subsidiaries
Unrestricted revenue and other support										
Net patient service revenue	$ -	48,927	(4,187)	4,864	(4,114)	(765)	(1,356)	-	-	43,369
Contracted revenue	4,211	3,143	-	355	3,811	-	-	791	(3,469)	8,842
Other operating revenue	(1,022)	30,178	991	33	833	(226)	141	(2,643)	814	29,099
Net assets released from restrictions	(1,381)	(1,290)	(61)	432	2	144	-	1,082	-	(1,072)
Total unrestricted revenue and other support	1,808	80,958	(3,257)	5,684	532	(847)	(1,215)	(770)	(2,655)	80,238
Operating expenses										
Salaries	-	(18,300)	(759)	(1,581)	(1,238)	(262)	912	-	3,720	(17,508)
Employee benefits	-	(13,894)	1,003	3,056	(106)	1,332	274	-	(1,476)	(9,811)
Medical supplies and medications	-	(45,717)	123	(1,171)	(18)	232	(129)	-	-	(46,680)
Purchased services and other	(3,721)	(6,359)	(2,962)	(1,109)	239	(465)	(609)	421	932	(13,633)
Medicaid enhancement tax	-	(1,094)	79	95	(20)	436	-	-	-	(504)
Depreciation and amortization	11	341	(307)	2,824	(123)	148	-	-	-	2,894
Interest	(50)	(115)	(168)	(45)	24	120	-	-	7	(227)
Total operating expenses	(3,760)	(85,138)	(2,991)	2,069	(1,242)	1,541	448	421	3,183	(85,469)
Operating (loss) margin before DSH	(1,952)	(4,180)	(6,248)	7,753	(710)	694	(767)	(349)	528	(5,231)
Medicaid Uncompensated Care Payment (DSH)	-	5,872	2,000	-	118	850	-	-	-	8,840
Operating (loss) margin	$ (1,952)	1,692	(4,248)	7,753	(592)	1,544	(767)	(349)	528	3,609
Total revenue before DSH favorable/(unfavorable) variance %	**7.3%**	**4.6%**	**(4.2%)**	**2.7%**	**1.0%**	**(1.4%)**	**(5.0%)**	**(16.9%)**	**4.0%**	**3.7%**
Total expense (unfavorable)/favorable variance %	**(13.3%)**	**(4.9%)**	**(3.7%)**	**0.9%**	**(2.3%)**	**2.4%**	**1.9%**	**9.5%**	**(4.7%)**	**(4.0%)**

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations - Variance to Budget
For the Quarter Ended June 30, 2019
($ in 000s)

	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	APDMH and Subsidiaries	Cheshire Medical Center and Subsidiaries	Mt Ascutney Hospital and Health Center and Subsidiaries	New London Hospital Association and Subsidiaries	Visiting Nurse and Hospice and Subsidiaries	Other	Eliminations	Dartmouth-Hitchcock Health and Subsidiaries
Unrestricted revenue and other support										
Net patient service revenue	$ -	13,034	(1,258)	437	(3,697)	(1,209)	(776)	-	-	6,531
Contracted revenue	1,781	2,910	-	-	2,725	-	-	224	(2,035)	5,605
Other operating revenue	(322)	15,746	179	(6)	385	(25)	33	(785)	201	15,406
Net assets released from restrictions	(243)	(68)	(25)	432	(3)	42	-	410	-	545
Total unrestricted revenue and other support	1,216	31,622	(1,104)	863	(590)	(1,192)	(743)	(151)	(1,834)	28,087
Operating expenses										
Salaries	-	(3,994)	(276)	(952)	(362)	(1)	105	-	1,889	(3,591)
Employee benefits	-	(5,606)	1,129	897	209	1,747	57	-	(242)	(1,809)
Medical supplies and medications	-	(19,385)	(209)	(759)	80	103	(20)	-	-	(20,190)
Purchased services and other	(2,316)	(4,166)	(3,148)	(598)	400	705	(40)	(148)	369	(8,942)
Medicaid enhancement tax	-	(331)	9	94	(41)	328	-	-	-	59
Depreciation and amortization	2	(412)	(172)	2,297	(65)	48	-	-	-	1,698
Interest	(11)	(67)	(21)	7	5	30	-	-	-	(57)
Total operating expenses	(2,325)	(33,961)	(2,688)	986	226	2,960	102	(148)	2,016	(32,832)
Operating (loss) margin before DSH	(1,109)	(2,339)	(3,792)	1,849	(364)	1,768	(641)	(299)	182	(4,745)
Medicaid Uncompensated Care Payment (DSH)	-	2,862	2,000	-	10	510	-	-	-	5,382
Operating (loss) margin	$ (1,109)	523	(1,792)	1,849	(354)	2,278	(641)	(299)	182	637
Total revenue before DSH favorable/(unfavorable) variance %	**20.4%**	**6.9%**	**(5.5%)**	**1.6%**	**(4.2%)**	**(7.5%)**	**(12.3%)**	**(13.2%)**	**11.1%**	**5.0%**
Total expense (unfavorable)/favorable variance %	**(33.0%)**	**(7.7%)**	**(13.3%)**	**1.8%**	**1.6%**	**18.0%**	**1.8%**	**(13.4%)**	**(11.9%)**	**(6.0%)**

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
As of June 30, 2018
($ in 000s)

	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	APDMH and Subsidiaries	Cheshire Medical Center and Subsidiaries	Mt Ascutney Hospital and Health Center and Subsidiaries	New London Hospital Association and Subsidiaries	Visiting Nurse and Hospice and Subsidiaries	Other	Eliminations	Dartmouth-Hitchcock Health and Subsidiaries
Assets										
Current assets										
Cash and cash equivalents	$ 134,634	22,544	12,144	8,621	6,654	9,982	5,040	550	-	200,169
Patient accounts receivable, net	-	176,981	7,996	17,183	5,109	8,302	3,657	-	-	219,228
Prepaid expenses and other current assets	11,964	143,893	4,443	5,520	2,294	5,276	488	862	(77,238)	97,502
Total current assets	146,598	343,418	24,583	31,324	14,057	23,560	9,185	1,412	(77,238)	516,899
Assets limited as to use										
Internally designated by board	-	548,441	9,612	16,124	11,862	12,821	19,355	18,099	-	636,314
Under bond indenture agreement held by trustee	8	550	-	1,314	-	-	-	-	-	1,872
Insurance deposits	-	67,938	-	-	-	-	-	-	-	67,938
Total assets limited as to use	8	616,929	9,612	17,438	11,862	12,821	19,355	18,099	-	706,124
Notes receivable, related party	554,771	-	-	-	-	-	-	-	(554,771)	-
Other investments for restricted activities	-	87,613	32	25,873	6,238	2,981	-	8,159	-	130,896
Property, plant and equipment, net	36	443,154	25,725	70,607	19,065	42,920	3,139	2,675	-	607,321
Other assets	24,863	101,078	130	7,526	1,886	5,333	128	157	(32,316)	108,785
Total assets	$ 726,276	1,592,192	60,082	152,768	53,108	87,615	31,807	30,502	(664,325)	2,070,025
Liabilities and Net Assets										
Current liabilities										
Current maturities of long-term debt	$ -	1,031	739	810	245	572	67	-	-	3,464
Current portion of liability for other postretirement plan benefits	-	3,311	-	-	-	-	-	-	-	3,311
Accounts payable and accrued expenses	54,995	82,061	3,596	20,052	3,092	6,714	1,929	552	(77,238)	95,753
Accrued compensation and benefits	-	106,485	5,814	5,730	3,831	2,487	1,229	-	-	125,576
Estimated third party settlements	3,002	24,411	2,448	-	1,625	9,655	-	-	-	41,141
Total current liabilities	57,997	217,299	12,597	26,592	8,793	19,428	3,225	552	(77,238)	269,245
Notes payable, related party	-	527,346	-	-	-	27,425	-	-	(554,771)	-
Long-term debt, excluding current portion	644,520	52,878	25,792	25,354	11,593	1,179	2,629	-	(10,970)	752,975
Insurance deposits and related liabilities	-	54,616	-	465	241	155	39	-	-	55,516
Liability for pension and other postretirement plan benefits	-	232,696	-	4,215	5,316	-	-	-	-	242,227
Other liabilities	-	85,577	28	1,117	-	1,405	-	-	-	88,127
Total liabilitites	702,517	1,170,412	38,417	57,743	25,943	49,592	5,893	552	(642,979)	1,408,090
Net assets										
Unrestricted	23,759	334,882	21,031	65,069	19,764	33,383	25,884	21,636	(21,306)	524,102
Temporarily restricted	-	54,666	415	19,196	1,539	493	-	6,170	(40)	82,439
Permanently restricted	-	32,232	219	10,760	5,862	4,147	30	2,144	-	55,394
Total net assets	23,759	421,780	21,665	95,025	27,165	38,023	25,914	29,950	(21,346)	661,935
Total liabilities and net assets	$ 726,276	1,592,192	60,082	152,768	53,108	87,615	31,807	30,502	(664,325)	2,070,025
Unrestricted Days Cash on Hand	**2,858**	**143** ^	**118**	**43**	**130**	**137**	**397**	**1,882**	-	**158**
Debt-to-Capitalization	**96.4%**	**63.4%**	**55.1%**	**28.0%**	**37.0%**	**46.1%**	**9.2%**	-	-	**59.0%**
Days in Accounts Receivable, net	-	**43.3**	**41.8**	**40.0**	**36.9**	**51.4**	**58.8**	-	-	**43.2**

^ Unrestricted Days Cash on Hand calculation for DH includes $40M of investments held by D-HH. The $40M amount in the DH calculation is removed for the consolidated calculation.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets
For the Fiscal Year Ended June 30, 2018
($ in 000s)

	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	APDMH and Subsidiaries	Cheshire Medical Center and Subsidiaries	Mt Ascutney Hospital and Health Center and Subsidiaries	New London Hospital Association and Subsidiaries	Visiting Nurse and Hospice and Subsidiaries	Other	Eliminations	Dartmouth-Hitchcock Health and Subsidiaries
Unrestricted revenue and other support										
Net patient service revenue	$ -	1,400,647	66,300	200,769	49,942	56,882	22,719	-	-	1,797,259
Contracted revenue	(2,305)	97,291	-	-	2,169	-	-	716	(42,902)	54,969
Other operating revenue	9,799	134,461	1,697	4,061	3,168	4,166	453	2,781	(11,640)	148,946
Net assets released from restrictions	658	11,605	103	620	44	52	-	379	-	13,461
Total unrestricted revenue and other support	8,152	1,644,004	68,100	205,450	55,323	61,100	23,172	3,876	(54,542)	2,014,635
Operating expenses										
Salaries	-	806,344	29,215	105,607	25,592	30,360	12,082	-	(19,937)	989,263
Employee benefits	-	181,833	7,406	28,343	7,162	7,252	2,653	-	(4,966)	229,683
Medical supplies and medications	-	289,327	8,484	31,293	3,057	6,161	1,709	-	-	340,031
Purchased services and other	8,512	215,073	19,220	33,431	14,354	13,432	5,945	3,617	(22,212)	291,372
Medicaid enhancement tax	-	53,044	2,176	8,070	1,743	2,659	-	-	-	67,692
Depreciation and amortization	23	66,073	1,831	10,357	2,145	3,939	410	-	-	84,778
Interest	8,684	15,772	975	1,004	223	981	65	-	(8,882)	18,822
Total operating expenses	17,219	1,627,466	69,307	218,105	54,276	64,784	22,864	3,617	(55,997)	2,021,641
Operating (loss) margin before DSH	(9,067)	16,538	(1,207)	(12,655)	1,047	(3,684)	308	259	1,455	(7,006)
Medicaid Uncompensated Care Payment (DSH)	-	43,309	3,478	5,000	632	2,050	-	-	-	54,469
Operating (loss) margin	(9,067)	59,847	2,271	(7,655)	1,679	(1,634)	308	259	1,455	47,463
Operating (loss) margin %	(111.2%)	3.5%	3.2%	(3.6%)	3.0%	(2.6%)	1.3%	6.7%	2.7%	2.3%
Nonoperating gains (losses)										
Investment (losses) gains	(26)	33,628	203	1,954	787	1,097	1,393	1,549	(198)	40,387
Other, net	(1,364)	(2,599)	(223)	(3)	273	1,276	952	-	(1,220)	(2,908)
Loss on early extinguishment of debt	-	(28,156)	-	-	-	(305)	-	-	-	(28,461)
Total nonoperating (losses) gains	(1,390)	2,873	(20)	1,951	1,060	2,068	2,345	1,549	(1,418)	9,018
(Deficiency) excess of revenue over expense	(10,457)	62,720	2,251	(5,704)	2,739	434	2,653	1,808	37	56,481
Unrestricted net assets										
Net assets released from restrictions	-	16,038	-	-	251	4	-	20	-	16,313
Change in additional minimum pension liability	-	4,300	-	2,827	1,127	-	-	-	-	8,254
Net assets transferred to (from) affiliate	17,791	(25,355)	-	7,188	328	48	-	-	-	-
Additional paid in capital	58	-	-	-	-	-	-	-	(58)	-
Other changes in net assets	-	-	(185)	-	-	-	-	-	-	(185)
Unrealized gain on interest rate swaps	-	18,292	-	-	-	-	-	-	-	18,292
Increase (decrease) in unrestricted net assets	7,392	75,995	2,066	4,311	4,445	486	2,653	1,828	(21)	99,155
Temporarily restricted net assets										
Gifts, bequests, sponsored activities	11,289	1,141	253	222	118	190	-	450	(38)	13,655
Investment gains	-	1,562	-	920	266	14	-	202	-	2,964
Change in net unrealized gains on investments	-	663	-	476	87	-	-	56	-	1,282
Net assets released from restrictions	(658)	(27,643)	(103)	(620)	(295)	(56)	-	(399)	-	(29,774)
Reclassification of net assets	-	(605)	-	-	-	-	-	-	-	(605)
Net assets transferred (from) to affiliate	(11,075)	11,075	-	-	-	-	-	-	-	-
(Decrease) increase in temporarily restricted net assets	(444)	(13,807)	150	998	176	148	-	339	(38)	(12,478)
Permanently restricted net assets										
Gifts and bequests	-	329	-	-	2	-	-	-	-	331
Investment gains (losses)	-	9	-	81	23	(5)	-	-	-	108
Reclassification of net assets	-	605	185	-	-	-	-	-	-	790
Increase (decrease) in permanently restricted net assets	-	943	185	81	25	(5)	-	-	-	1,229
Increase (decrease) in net assets	6,948	63,131	2,401	5,390	4,646	629	2,653	2,167	(59)	87,906
Net assets, beginning of period	16,811	358,649	19,264	89,635	22,519	37,394	23,261	27,783	(21,287)	574,029
Net assets, end of period	$ 23,759	421,780	21,665	95,025	27,165	38,023	25,914	29,950	(21,346)	661,935

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2020 and 2019

Dartmouth-Hitchcock Health and Subsidiaries
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Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

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, 2020 and 2019, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended.

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. 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 financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2020 and 2019, 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.

PricewaterhouseCoopers LLP, 101 Seaport Boulevard, Suite 500, Boston, MA 02210
T: (617) 530 5000, F: (617) 530 5001, www.pwc.com/us

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, the Health System changed the manner in which it accounts for leases and the presentation of net periodic pension costs in 2020. Our opinion is not modified with respect to these matters.

Other Matter

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 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.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 17, 2020

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2020 and 2019

(in thousands of dollars)	2020	2019
Assets		
Current assets		
Cash and cash equivalents	$ 453,223	$ 143,587
Patient accounts receivable (Note 4)	183,819	221,125
Prepaid expenses and other current assets	161,906	95,495
Total current assets	798,948	460,207
Assets limited as to use (Notes 5 and 7)	1,134,526	876,249
Other investments for restricted activities (Notes 5 and 7)	140,580	134,119
Property, plant, and equipment, net (Note 6)	643,586	621,256
Right of use assets, net (Note 16)	57,585	-
Other assets	137,338	124,471
Total assets	$ 2,912,563	$ 2,216,302
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	$ 9,467	$ 10,914
Current portion of right of use obligations (Note 16)	11,775	-
Current portion of liability for pension and other postretirement plan benefits (Note 11 and 14)	3,468	3,468
Accounts payable and accrued expenses	129,016	113,817
Accrued compensation and related benefits	142,991	128,408
Estimated third-party settlements (Note 4 and 17)	302,525	41,570
Total current liabilities	599,242	298,177
Long-term debt, excluding current portion (Note 10)	1,138,530	752,180
Long-term right of use obligations, excluding current portion (Note 16)	46,456	-
Insurance deposits and related liabilities (Note 12)	77,146	58,407
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11 and 14)	324,257	281,009
Other liabilities	143,678	124,136
Total liabilities	2,329,309	1,513,909
Commitments and contingencies (Notes 4, 6, 7, 10, 13, 16 and 17)		
Net assets		
Net assets without donor restrictions (Note 9)	431,026	559,933
Net assets with donor restrictions (Notes 8 and 9)	152,228	142,460
Total net assets	583,254	702,393
Total liabilities and net assets	$ 2,912,563	$ 2,216,302

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, 2020 and 2019

(in thousands of dollars)	2020	2019
Operating revenue and other support		
Patient service revenue (Note 4)	$ 1,880,025	$ 1,999,323
Contracted revenue	74,028	75,017
Other operating revenue (Note 5)	374,622	210,698
Net assets released from restrictions	16,260	14,105
Total operating revenue and other support	2,344,935	2,299,143
Operating expenses		
Salaries	1,144,823	1,062,551
Employee benefits	272,872	262,812
Medications and medical supplies	455,381	407,875
Purchased services and other	360,496	323,435
Medicaid enhancement tax (Note 4)	76,010	70,061
Depreciation and amortization	92,164	88,414
Interest (Note 10)	27,322	25,514
Total operating expenses	2,429,068	2,240,662
Operating (loss) income	(84,133)	58,481
Non-operating gains (losses)		
Investment income, net (Note 5)	27,047	40,052
Other components of net periodic pension and post retirement benefit income (Note 11)	10,810	11,221
Other losses, net (Note 10)	(2,707)	(3,562)
Loss on early extinguishment of debt	-	(87)
Total non-operating gains, net	35,150	47,624
(Deficiency) excess of revenue over expenses	$ (48,983)	$ 106,105

Consolidated Statements of Operations and Changes in Net Assets – Continues on Next Page

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 - Continued
Years Ended June 30, 2020 and 2019

(in thousands of dollars)	2020	2019
Net assets without donor restrictions		
(Deficiency) excess of revenue over expenses	$ (48,983)	$ 106,105
Net assets released from restrictions for capital	1,414	1,769
Change in funded status of pension and other postretirement benefits (Note 11)	(79,022)	(72,043)
Other changes in net assets	(2,316)	-
(Decrease) increase in net assets without donor restrictions	(128,907)	35,831
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	26,312	17,436
Investment income, net	1,130	2,682
Net assets released from restrictions	(17,674)	(15,874)
Contribution of assets with donor restrictions from acquisition	-	383
Increase in net assets with donor restrictions	9,768	4,627
Change in net assets	(119,139)	40,458
Net assets		
Beginning of year	702,393	661,935
End of year	$ 583,254	$ 702,393

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, 2020 and 2019

(in thousands of dollars)	2020	2019
Cash flows from operating activities		
Change in net assets	$ (119,139)	$ 40,458
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Depreciation and amortization	93,857	88,770
Amortization of right of use asset	8,218	-
Payments on right of use lease obligations - operating	(7,941)	-
Change in funded status of pension and other postretirement benefits	79,022	72,043
Gain on disposal of fixed assets	(39)	(1,101)
Net realized gains and change in net unrealized gains on investments	(14,060)	(31,397)
Restricted contributions and investment earnings	(3,605)	(2,292)
Proceeds from sales of securities	-	1,167
Changes in assets and liabilities		
Patient accounts receivable	37,306	(1,803)
Prepaid expenses and other current assets	(78,907)	2,149
Other assets, net	(13,385)	(9,052)
Accounts payable and accrued expenses	9,772	17,898
Accrued compensation and related benefits	14,583	2,335
Estimated third-party settlements	260,955	429
Insurance deposits and related liabilities	18,739	2,378
Liability for pension and other postretirement benefits	(35,774)	(33,104)
Other liabilities	19,542	12,267
Net cash provided by operating and non-operating activities	269,144	161,145
Cash flows from investing activities		
Purchase of property, plant, and equipment	(128,019)	(82,279)
Proceeds from sale of property, plant, and equipment	2,987	2,188
Purchases of investments	(321,152)	(361,407)
Proceeds from maturities and sales of investments	82,986	219,996
Cash received through acquisition	-	4,863
Net cash used in investing activities	(363,198)	(216,639)
Cash flows from financing activities		
Proceeds from line of credit	35,000	30,000
Payments on line of credit	(35,000)	(30,000)
Repayment of long-term debt	(10,665)	(29,490)
Proceeds from issuance of debt	415,336	26,338
Repayment of finance lease	(2,429)	-
Payment of debt issuance costs	(2,157)	(228)
Restricted contributions and investment earnings	3,605	2,292
Net cash provided by (used in) financing activities	403,690	(1,088)
Increase (decrease) in cash and cash equivalents	309,636	(56,582)
Cash and cash equivalents		
Beginning of year	143,587	200,169
End of year	$ 453,223	$ 143,587
Supplemental cash flow information		
Interest paid	$ 22,562	$ 23,977
Net assets acquired as part of acquisition, net of cash aquired	-	(4,863)
Construction in progress included in accounts payable and accrued expenses	17,177	1,546
Donated securities	-	1,167

The accompanying notes are an integral part of these consolidated financial statements.

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 Subsidiary (APD), and the Visiting Nurse and Hospice for 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 for VT and NH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

On September 30, 2019, D-HH and GraniteOne Health ("GOH") entered into an agreement ("The Combination Agreement") to combine their respective healthcare systems. The GOH system is comprised of Catholic Medical Center ("CMC"), an acute care community hospital in Manchester, New Hampshire, Huggins Hospital ("HH") located in Wolfeboro, NH and Monadnock Community Hospital, ("MCH") located in Petersborough, NH. Both HH and MCH are designated as Critical Access Hospitals. The three member hospitals of GOH have a combined licensed bed count of 380 beds. GOH is a non-profit, community based health care system. The overarching rationale for the proposed combination is to improve access to high quality primary and specialty care in the most convenient, cost-effective sites of service for patients and the communities served by D-HH and GOH. Other stated benefits of the combination include reinforcing the rural health network, investing in needed capacity to accommodate unmet and anticipated demand, and drawing on our combined strengths to attract the necessary health care workforce. The parties have submitted regulatory filings with the Federal Trade Commission and the New Hampshire Attorney General's office seeking approval of the proposed transaction.

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.).

- *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 2019 was approximately $143,013,000. The 2020 Community Benefits Reports are expected to be filed in February 2021.

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, 2019:

(in thousands of dollars)

Government-sponsored healthcare services	$	291,013
Health professional education		40,621
Charity care		15,281
Subsidized health services		15,165
Community health services		6,895
Research		5,238
Community building activities		3,777
Financial contributions		1,597
Community benefit operations		1,219
Total community benefit value	$	380,806

In fiscal years 2020 and 2019, funds received to offset or subsidize charity care costs provided were $1,224,000 and $487,000, respectively.

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.

(Deficiency) Excess of Revenue over Expenses
The consolidated statements of operations and changes in net assets include the (deficiency) 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, realized gains/losses on sales of investment securities and changes in unrealized gains/losses on investments are reported as non-operating gains (losses).

Changes in net assets without donor restrictions which are excluded from the (deficiency) 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, and change in funded status of pension and other postretirement benefit plans.

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.

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 the Department of Health and Human Services ("HHS") Coronavirus Aid, Relief, and Economic Securities Act ("CARES Act" Provider Relief Funds ("Provider Relief Funds") operating agreements, grant revenue, cafeteria sales and other support service revenue.

Cash Equivalents
Cash and cash equivalents include amounts on deposit with financial institutions; short-term investments with maturities of three months or less at the time of purchase and other highly liquid investments, primarily cash management funds. Short-term highly liquid investments held within the endowment and similar investment pools are classified as investments rather than cash equivalents and restricted cash is defined as that which is legally restricted to withdrawal and usage.

Investments and Investment Income
Investments in equity securities with readily determinable fair values, mutual funds, governmental securities, debt securities, and pooled/commingled funds are reported at fair value with changes in fair value included in the (deficiency) 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 (deficiency) 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 non-distressed basis.

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 and 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 (deficiency) excess of revenue over expenses and classified as non-operating 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 amounts of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximate 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 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 (deficiency) 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 $10,007,000 and $10,524,000 as intangible assets associated with its affiliations as of June 30, 2020 and 2019, respectively.

Gifts
Gifts without donor restrictions are recorded net of related expenses as non-operating 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 January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which addresses 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. The standard has been adopted during the current fiscal year and no material impact was noted.

In February 2016, the FASB issued *ASU 2016-02 – Leases (Topic 842)*. Under the new guidance, lessees are required to recognize the following for all leases (with the exception of leases with a term of twelve months or less) at the commencement date: (a) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (b) a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. Leases are classified as either operating or finance. Operating leases result in straight-line expense in the statement of operations (similar to previous operating leases), while finance leases result in more expense being recognized in the earlier years of the lease term (similar to previous capital leases). The Health System adopted the new standard on July 1, 2019 using the modified retrospective approach. The Health System elected the transition method that allows for the application of the standard at the adoption date rather than at the beginning of the earliest comparative period presented in the consolidated financial statements. The Health System also elected available practical expedients (Note 16).

In March 2017, the FASB issued ASU 2017-07, *Compensation – Retirement Benefits* (Topic 715): *Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. Under the new standard, the service cost component of the net benefit cost will be included within income from operations as a component of benefits expenses and the other components of net benefit cost as defined by ASC 715 will be reported in non-operating activities within the consolidated statements of operations and changes in net assets. The standard also prohibits reporting of the other components of net benefit cost in the same line as other pension related changes on the statements of operations and changes in net assets. ASU 2017-07 is effective for the fiscal year ended June 30, 2020 and is applied on a retrospective basis.

Reclassifications

As a result of adopting the provisions of ASU 2017-07, the Health System reclassified $11,221,000 from benefits expense to non-operating activities within the consolidated statements of operations and changes in net assets for the fiscal year ended June 30, 2019. The amount included in non-operating activities for the fiscal year ending June 30, 2020 was $10,810,000.

3. Acquisition

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.

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.

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.

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.

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.

Vermont imposes a provider tax on home health agencies in the amount of 4.25% of annual net patient revenue. In fiscal years 2020 and 2019, home health provider taxes paid were $624,000 and $628,000, respectively.

Medicaid Enhancement Tax & Disproportionate Share Hospital

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (Hospitals) agreed to resolve disputed issues and enter into a seven-year agreement to stabilize Disproportionate Share Hospital (DSH) payments, with provisions for alternative payments in the event of legislative changes to the DSH program. Under the agreement, the State committed to make DSH payments to the Hospitals in an amount no less than 86% of the Medicaid Enhancement Tax (MET) proceeds collected in each fiscal year, in addition to providing for directed payments or increased rates for Hospitals in an amount equal to 5% of MET proceeds collected from state fiscal year (SFY) 2020 through SFY 2024. The agreement prioritizes DSH payments to critical access hospitals in an amount equal to 75% of allowable uncompensated care (UCC), with the remainder distributed to Hospitals without critical access designation in proportion to their allowable UCC amounts.

During the years ended June 30, 2020 and 2019, the Health System received DSH payments of approximately, $71,133,000 and $69,179,000 respectively. DSH payments are subject to audit and therefore, for the years ended June 30, 2020 and 2019, the Health System recognized as revenue DSH receipts of approximately $67,500,000 and approximately $64,864,000, respectively.

During the years ended June 30, 2020 and 2019, the Health System recorded State of NH MET and State of VT Provider taxes of $76,010,000 and $70,061,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain patient service revenues. 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 services 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, 2020 and 2019, the Health System had reserves of $302,525,000 and $41,570,000, respectively, recorded in Estimated third-party settlements. Included in the 2020 Estimated third party settlements is $239,500,000 of Medicare accelerated and advanced payments, received as working capital support during the novel coronavirus ("COVID-19") outbreak at June 30, 2020. In addition, $10,900,000 has been recorded in Other liabilities as of June 30, 2020 and 2019, respectively.

For the years ended June 30, 2020 and 2019, additional increases in revenue of $2,314,000 and $1,800,000, respectively, were recognized due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

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, 2020 and 2019.

(in thousands of dollars)	2020 PPS	2020 CAH	2020 Total
Hospital			
Medicare	$ 461,990	$ 64,087	$ 526,077
Medicaid	130,901	10,636	141,537
Commercial	718,576	60,715	779,291
Self Pay	2,962	2,501	5,463
Subtotal	1,314,429	137,939	1,452,368
Professional			
Professional	383,503	22,848	406,351
VNA	-	-	21,306
Other Revenue	-	-	376,185
Provider Relief Fund	-	-	88,725
Total operating revenue and other support	$ 1,697,932	$ 160,787	$ 2,344,935

(in thousands of dollars)	2019 PPS	2019 CAH	2019 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
Subtotal	1,346,382	152,281	1,498,663
Professional			
Professional	454,425	23,707	478,132
VNA	-	-	22,528
Other Revenue	-	-	299,820
Total operating revenue and other support	$ 1,800,807	$ 175,988	$ 2,299,143

Accounts Receivable
The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2020 and 2019:

	2020	2019
Medicare	36%	34%
Medicaid	13%	12%
Commercial	39%	41%
Self Pay	12%	13%
Patient accounts receivable	100%	100%

5. Investments

The composition of investments at June 30, 2020 and 2019 is set forth in the following table:

(in thousands of dollars)	2020	2019
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 9,646	$ 21,890
U.S. government securities	103,977	91,492
Domestic corporate debt securities	199,462	196,132
Global debt securities	70,145	83,580
Domestic equities	203,010	167,384
International equities	123,205	128,909
Emerging markets equities	22,879	23,086
Real Estate Investment Trust	313	213
Private equity funds	74,131	64,563
Hedge funds	36,964	32,287
	843,732	809,536
Investments held by captive insurance companies (Note 12)		
U.S. government securities	15,402	23,241
Domestic corporate debt securities	8,651	11,378
Global debt securities	8,166	10,080
Domestic equities	15,150	14,617
International equities	7,227	6,766
	54,596	66,082
Held by trustee under indenture agreement (Note 10)		
Cash and short-term investments	236,198	631
Total assets limited as to use	1,134,526	876,249
Other investments for restricted activities		
Cash and short-term investments	7,186	6,113
U.S. government securities	28,055	32,479
Domestic corporate debt securities	35,440	29,089
Global debt securities	11,476	11,263
Domestic equities	26,723	20,981
International equities	15,402	15,531
Emerging markets equities	2,766	2,578
Private equity funds	9,483	7,638
Hedge funds	4,013	8,414
Other	36	33
Total other investments for restricted activities	140,580	134,119
Total investments	$ 1,275,106	$ 1,010,368

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 non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2020 and 2019. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

	2020		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 253,030	$ -	$ 253,030
U.S. government securities	147,434	-	147,434
Domestic corporate debt securities	198,411	45,142	243,553
Global debt securities	44,255	45,532	89,787
Domestic equities	195,014	49,869	244,883
International equities	77,481	68,353	145,834
Emerging markets equities	1,257	24,388	25,645
Real Estate Investment Trust	313	-	313
Private equity funds	-	83,614	83,614
Hedge funds	-	40,977	40,977
Other	36	-	36
	$ 917,231	$ 357,875	$ 1,275,106

	2019		
(in thousands of dollars)	**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

For the years ended June 30, 2020 and 2019 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as other operating revenue of approximately $936,000 and $983,000 and as non-operating gains of approximately $27,047,000 and $40,052,000, 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, 2020 and 2019, the Health System has committed to contribute approximately $172,819,000 and $164,319,000 to such funds, of which the Health System has contributed approximately $119,142,000 and $109,584,000 and has outstanding commitments of $53,677,000 and $54,735,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2020 and 2019:

(in thousands of dollars)	2020	2019
Land	$ 40,749	$ 38,232
Land improvements	39,820	42,607
Buildings and improvements	893,081	898,050
Equipment	927,233	888,138
Equipment under capital leases	-	15,809
	1,900,883	1,882,836
Less: Accumulated depreciation and amortization	1,356,521	1,276,746
Total depreciable assets, net	544,362	606,090
Construction in progress	99,224	15,166
	$ 643,586	$ 621,256

As of June 30, 2020, construction in progress primarily consists of two projects. The first project, started in fiscal 2019, consists of the addition of the ambulatory surgical center (ASC) located in Manchester, NH. The estimated cost to complete the project is $42 million. The anticipated completion date is the second quarter of fiscal 2021. The second project, involves the addition of the in-patient tower located in Lebanon, NH. The estimated cost to complete the tower project is $140 million over the next three fiscal years.

The construction in progress as of June 30, 2019, included both the ASC, as well as renovations taking place at the various pharmacy locations to bring their facilities compliant with Regulation USP800. The pharmacy upgrade was completed during the first quarter of fiscal year 2021. Capitalized interest of $2,297,000 and $0 is included in Construction in progress as of June 30, 2020 and 2019, respectively.

Depreciation and amortization expense included in operating and non-operating activities was approximately $92,217,000 and $88,496,000 for 2020 and 2019, 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).

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, 2020 and 2019:

	2020					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 253,030	$ -	$ -	$ 253,030	Daily	1
U.S. government securities	147,434	-	-	147,434	Daily	1
Domestic corporate debt securities	17,577	180,834	-	198,411	Daily–Monthly	1–15
Global debt securities	22,797	21,458	-	44,255	Daily–Monthly	1–15
Domestic equities	187,354	7,660	-	195,014	Daily–Monthly	1–10
International equities	77,481	-	-	77,481	Daily–Monthly	1–11
Emerging market equities	1,257	-	-	1,257	Daily–Monthly	1–7
Real estate investment trust	313	-	-	313	Daily–Monthly	1–7
Other	2	34	-	36	Not applicable	Not applicable
Total investments	707,245	209,986	-	917,231		
Deferred compensation plan assets						
Cash and short-term investments	5,754	-	-	5,754		
U.S. government securities	51	-	-	51		
Domestic corporate debt securities	7,194	-	-	7,194		
Global debt securities	1,270	-	-	1,270		
Domestic equities	24,043	-	-	24,043		
International equities	3,571	-	-	3,571		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	51,904	-	-	51,904		
Guaranteed contract	-	-	92	92		
Total deferred compensation plan assets	93,825	-	92	93,917	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,202	9,202	Not applicable	Not applicable
Total assets	$ 801,070	$ 209,986	$ 9,294	$ 1,020,350		

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
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	76,295	33	-	76,328	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	164,849	-	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	$ 164,849	$ 9,390	$ 746,528		

The following table is a rollforward of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

	2020		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,301	$ 89	$ 9,390
Net unrealized (losses) gains	(99)	3	(96)
Balances at end of year	$ 9,202	$ 92	$ 9,294

	2019		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,374	$ 86	$ 9,460
Net unrealized (losses) gains	(73)	3	(70)
Balances at end of year	$ 9,301	$ 89	$ 9,390

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, 2020 and 2019.

8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2020 and 2019:

(in thousands of dollars)	2020	2019
Investments held in perpetuity	$ 59,352	$ 56,383
Healthcare services	33,976	20,140
Research	22,116	26,496
Health education	16,849	19,833
Charity care	12,366	12,494
Other	4,488	3,841
Purchase of equipment	3,081	3,273
	$ 152,228	$ 142,460

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, 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.

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, 2020 and 2019.

Endowment net asset composition by type of fund consists of the following at June 30, 2020 and 2019:

	2020		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 80,039	$ 80,039
Board-designated endowment funds	33,714	-	33,714
Total endowed net assets	$ 33,714	$ 80,039	$ 113,753

	2019		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 78,268	$ 78,268
Board-designated endowment funds	31,421	-	31,421
Total endowed net assets	$ 31,421	$ 78,268	$ 109,689

Changes in endowment net assets for the years ended June 30, 2020 and 2019 are as follows:

	2020		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Balances at beginning of year	$ 31,421	$ 78,268	$ 109,689
Net investment return	713	1,460	2,173
Contributions	890	2,990	3,880
Transfers	14	267	281
Release of appropriated funds	676	(2,946)	(2,270)
Balances at end of year	$ 33,714	$ 80,039	$ 113,753
Balances at end of year		80,039	
Beneficial interest in perpetual trusts		6,782	
Net assets with donor restrictions		$ 86,821	

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	2019		
(in thousands of dollars)	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

Balances at end of year	78,268
Beneficial interest in perpetual trusts	8,422
Net assets with donor restrictions	$ 86,690

10. Long-Term Debt

A summary of long-term debt at June 30, 2020 and 2019 is as follows:

(in thousands of dollars)	2020	2019
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 2020A, principal maturing in varying annual amounts, through August 2059 (2)	125,000	-
Series 2017A, principal maturing in varying annual amounts, through August 2040 (3)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (3)	109,800	109,800
Series 2019A, principal maturing in varying annual amounts, through August 2043 (4)	99,165	-
Series 2018C, principal maturing in varying annual amounts, through August 2030 (5)	25,160	25,865
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	24,315	25,145
Series 2014A, principal maturing in varying annual amounts, through August 2022 (7)	19,765	26,960
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
Note payable		
Note payable to a financial institution due in monthly interest only payments through May 2023 (9)	125,000	-
Total obligated group debt	$ 1,062,597	$ 722,162

A summary of long-term debt at June 30, 2020 and 2019 is as follows (continued):

(in thousands of dollars)	2020	2019
Other		
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment	$ 287	$ 445
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	273	323
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046	2,560	2,629
Obligations under capital leases	-	17,526
Total nonobligated group debt	3,120	20,923
Total obligated group debt	1,062,597	722,162
Total long-term debt	1,065,717	743,085
Add: Original issue premium and discounts, net	89,542	25,542
Less: Current portion	9,467	10,914
Debt issuance costs, net	7,262	5,533
	$ 1,138,530	$ 752,180

Aggregate annual principal payments for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	2020
2021	$ 9,467
2022	9,419
2023	131,626
2024	1,871
2025	1,954
Thereafter	911,380
	$ 1,065,717

Dartmouth-Hitchcock Obligated Group (DHOG) Debt

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, APD. D-HH is designated as the obligated group agent.

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 non-operating 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 2020A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2020A in February, 2020. The proceeds from the Series 2020A Revenue Bonds are being used primarily to fund the construction of a 212,000 square foot inpatient pavilion in Lebanon, NH as well as various equipment. The interest on the Series 2020A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2059.

(3) 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.

(4) Series 2019A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2019A in October, 2019. The proceeds from the Series 2019A Revenue Bonds are being used primarily to fund the construction of a 91,000 square foot expansion of facilities in Manchester, NH to include an Ambulatory Surgical Center as well as various equipment. The interest on the Series 2019A Revenue Bonds is fixed with an interest rate of 4.00% and matures in variable amounts through 2043.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) Note payable to financial institution

The DHOG issued a note payable to TD Bank in May 2020. Issued in response to the COVID-19 pandemic, the proceeds from the note will be used to fund working capital as needs require. The interest on the note payable is fixed with an interest rate of 2.02% and matures in 2023.

Outstanding joint and several indebtedness of the DHOG at June 30, 2020 and 2019 approximates $1,062,597,000 and $722,162,000, respectively.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $236,198,000 and $631,000 at June 30, 2020 and 2019, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 5). In addition, debt service reserves of approximately $9,286,000 and $1,331,000 at June 30, 2020 and 2019, respectively, are classified as other current assets in the accompanying consolidated balance sheets. The debt service reserves are mainly comprised of escrowed construction funds at June 30, 2020 and escrowed funds held for future principal and interest payments at June 30, 2019.

For the years ended June 30, 2020 and 2019 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 $27,322,000 and $25,514,000 and other non-operating losses of $3,784,000 and $3,784,000, respectively.

11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define 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, 2020 and 2019:

(in thousands of dollars)	2020	2019
Service cost for benefits earned during the year	$ 170	$ 150
Interest cost on projected benefit obligation	43,433	47,814
Expected return on plan assets	(62,436)	(65,270)
Net loss amortization	12,032	10,357
Total net periodic pension expense	$ (6,801)	$ (6,949)

The following assumptions were used to determine net periodic pension expense as of June 30, 2020 and 2019:

	2020	2019
Discount rate	3.00% - 3.10%	3.90 % – 4.60%
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50%	7.50%

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, 2020 and 2019:

(in thousands of dollars)	2020	2019
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,135,523	$ 1,087,940
Service cost	170	150
Interest cost	43,433	47,814
Benefits paid	(70,778)	(51,263)
Expenses paid	(168)	(170)
Actuarial loss	139,469	93,358
Settlements	(38,549)	(42,306)
Benefit obligation at end of year	1,209,100	1,135,523
Change in plan assets		
Fair value of plan assets at beginning of year	897,717	884,983
Actual return on plan assets	121,245	85,842
Benefits paid	(70,778)	(51,263)
Expenses paid	(168)	(170)
Employer contributions	19,986	20,631
Settlements	(38,549)	(42,306)
Fair value of plan assets at end of year	929,453	897,717
Funded status of the plans	(279,647)	(237,806)
Less: Current portion of liability for pension	(46)	(46)
Long term portion of liability for pension	(279,601)	(237,760)
Liability for pension	$ (279,647)	$ (237,806)

As of June 30, 2020 and 2019, 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 $546,818,000 and $478,394,000 of net actuarial loss as of June 30, 2020 and 2019, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2021 for net actuarial losses is $12,752,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,209,282 and $1,135,770,000 at June 30, 2020 and 2019, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2020 and 2019:

	2020	2019
Discount rate	3.00% - 3.10%	4.20 % – 4.50 %
Rate of increase in compensation	N/A	N/A

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, 2020 and 2019, 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	40
Global debt securities	6–26	7
Domestic equities	5–35	18
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	1
Private equity funds	0–5	0
Hedge funds	5–18	10

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.

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, 2020 and 2019:

	2020					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ -	$ 7,154	$ -	$ 7,154	Daily	1
U.S. government securities	49,843		-	49,843	Daily–Monthly	1–15
Domestic debt securities	133,794	318,259	-	452,053	Daily–Monthly	1–15
Global debt securities	-	69,076	-	69,076	Daily–Monthly	1–15
Domestic equities	152,688	24,947	-	177,635	Daily–Monthly	1–10
International equities	13,555	70,337	-	83,892	Daily–Monthly	1–11
Emerging market equities	-	39,984	-	39,984	Daily–Monthly	1–17
REIT funds	-	2,448	-	2,448	Daily–Monthly	1–17
Private equity funds	-	-	17	17	See Note 7	See Note 7
Hedge funds	-	-	47,351	47,351	Quarterly–Annual	60–96
Total investments	$ 349,880	$ 532,205	$ 47,368	$ 929,453		

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
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		

The following tables present additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2020 and 2019:

	2020		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 44,126	$ 21	$ 44,147
Net unrealized gains (losses)	3,225	(4)	3,221
Balances at end of year	$ 47,351	$ 17	$ 47,368

	2019		
(in thousands of dollars)	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

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2020 and 2019 were approximately $18,261,000 and $14,617,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2020 and 2019.

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, 2020 and 2019.

The weighted average asset allocation for the Health System's Plans at June 30, 2020 and 2019 by asset category is as follows:

	2020	2019
Cash and short-term investments	1 %	2 %
U.S. government securities	5	5
Domestic debt securities	49	44
Global debt securities	8	9
Domestic equities	19	20
International equities	9	11
Emerging market equities	4	4
Hedge funds	5	5
	100 %	100 %

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 $25,755,000 to the Plans in 2021 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)

2021	$ 51,007
2022	53,365
2023	55,466
2024	57,470
2025	59,436
2026 – 2028	321,419

Effective May 1, 2020, the Health System terminated a defined benefit plan and settled the accumulated benefit obligation of $18,795,000 by purchasing nonparticipating annuity contracts. The plan assets at fair value were $11,836,000.

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 $51,222,000 and $40,537,000 in 2020 and 2019, 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 2020 and 2019 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, 2020 and 2019:

(in thousands of dollars)	2020	2019
Service cost	$ 609	$ 384
Interest cost	1,666	1,842
Net prior service income	(5,974)	(5,974)
Net loss amortization	469	10
	$ (3,230)	$ (3,738)

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, 2020 and 2019:

(in thousands of dollars)	2020	2019
Change in benefit obligation		
Benefit obligation at beginning of year	$ 46,671	$ 42,581
Service cost	609	384
Interest cost	1,666	1,842
Benefits paid	(3,422)	(3,149)
Actuarial loss	2,554	5,013
Benefit obligation at end of year	48,078	46,671
Funded status of the plans	$ (48,078)	$ (46,671)
Current portion of liability for postretirement medical and life benefits	$ (3,422)	$ (3,422)
Long term portion of liability for postretirement medical and life benefits	(44,656)	(43,249)
Liability for postretirement medical and life benefits	$ (48,078)	$ (46,671)

As of June 30, 2020 and 2019, 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:

(in thousands of dollars)	2020	2019
Net prior service income	$ (3,582)	$ (9,556)
Net actuarial loss	10,335	8,386
	$ 6,753	$ (1,170)

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2021 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, 2021 and thereafter:

(in thousands of dollars)

2021	$	3,422
2022		3,436
2023		3,622
2024		3,642
2025		3,522
2026-2028		16,268

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 2.90% in 2020 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, 2020 and 2019 by $1,772,000 and $1,601,000 and the net periodic postretirement medical benefit cost for the years then ended by $122,000 and $77,000, 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, 2020 and 2019 by $1,603,000 and $1,452,000 and the net periodic postretirement medical benefit cost for the years then ended by $108,000 and $71,000, respectively.

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, 2020 and 2019, are summarized as follows:

	2020		
(in thousands of dollars)	HAC	RRG	Total
Assets	$ 93,686	$ 1,785	$ 95,471
Shareholders' equity	13,620	50	13,670

	2019		
(in thousands of dollars)	HAC	RRG	Total
Assets	$ 75,867	$ 2,201	$ 78,068
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.

Lines of Credit
The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from $10,000,000 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 31, 2021. There was no outstanding balance under the lines of credit as of June 30, 2020 and 2019. Interest expense was approximately $20,000 and $95,000, 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, 2020:

	2020			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 981,320	$ 161,704	$ 1,799	$ 1,144,823
Employee benefits	231,361	41,116	395	272,872
Medical supplies and medications	454,143	1,238	-	455,381
Purchased services and other	236,103	120,563	3,830	360,496
Medicaid enhancement tax	76,010	-	-	76,010
Depreciation and amortization	26,110	65,949	105	92,164
Interest	5,918	21,392	12	27,322
Total operating expenses	$ 2,010,965	$ 411,962	$ 6,141	$ 2,429,068

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 9,239	$ 1,549	$ 22	$ 10,810
Total non-operating income	$ 9,239	$ 1,549	$ 22	$ 10,810

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2019:

	2019			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 922,902	$ 138,123	$ 1,526	$ 1,062,551
Employee benefits	188,634	73,845	333	262,812
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	$ 1,841,476	$ 394,764	$ 4,422	$ 2,240,662

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 9,651	$ 1,556	$ 14	$ 11,221
Total non-operating income	$ 9,651	$ 1,556	$ 14	$ 11,221

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, 2020 and 2019 to meet cash needs for general expenditures within one year of June 30, 2020 and 2019, are as follows:

(in thousands of dollars)	2020	2019
Cash and cash equivalents	$ 453,223	$ 143,587
Patient accounts receivable	183,819	221,125
Assets limited as to use	1,134,526	876,249
Other investments for restricted activities	140,580	134,119
Total financial assets	$ 1,912,148	$ 1,375,080
Less: Those unavailable for general expenditure within one year:		
Investments held by captive insurance companies	54,596	66,082
Investments for restricted activities	140,580	134,119
Bond proceeds held for capital projects	245,484	-
Other investments with liquidity horizons greater than one year	111,408	97,063
Total financial assets available within one year	$ 1,360,080	$ 1,077,816

For the years ended June 30, 2020 and June 30, 2019, the Health System generated positive cash flow from operations of approximately $269,144,000 and $161,145,000, 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. Lease Commitments

In February 2016, the FASB issued ASU 2016-02 (Topic 842) "Leases." Topic 842 supersedes the lease requirements in Accounting Standards Codification Topic 840, "Leases." Under Topic 842, lessees are required to recognize assets and liabilities on the balance sheet for most leases and provide enhanced disclosures. Leases will be classified as either finance or operating. D-HH adopted Topic 842 effective July 1, 2019.

D-HH applied Topic 842 to all leases as of July 1, 2019 with comparative periods continuing to be reported under Topic 840. We have elected the practical expedient package to not reassess at adoption (i) expired or existing contracts for whether they are or contain a lease, (ii) the lease classification of any existing leases or (iii) initial direct costs for existing leases. We have also elected the policy exemption that allows lessees to choose to not separate lease and non-lease components by class of underlying asset and are applying this expedient to all relevant asset classes.

D-HH determines if an arrangement is or contains a lease at inception of the contract. Right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. We use the implicit rate noted within the contract. If not readily available, we use our estimated incremental borrowing rate, which is derived using a collateralized borrowing rate for the same currency and term as the associated lease. A right-of-use asset and lease liability is not recognized for leases with an initial term of 12 months or less and we recognize lease expense for these leases on a straight-line basis over the lease term within lease and rental expense.

Our operating leases are primarily for real estate, including certain acute care facilities, off-campus outpatient facilities, medical office buildings, and corporate and other administrative offices. Our real estate lease agreements typically have initial terms of 5 to 10 years. These real estate leases may include one or more options to renew, with renewals that can extend the lease term from 2 to 5 years. The exercise of lease renewal options is at our sole discretion. When determining the lease term, we included options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

On adoption, the Health System recognized lease liabilities and right-of-use assets of $60,269,884, respectively.

The components of lease expense for the year ended June 30, 2020 are as follows:

(in thousands of dollars)	**12 months ended June 30, 2020**
Operating lease cost	8,992
Variable and short term lease cost (a)	1,497
Total lease and rental expense	10,489
Finance lease cost:	
Depreciation of property under finance lease	2,454
Interest on debt of property under finance lease	524
Total finance lease cost	2,978

(a) Includes equipment, month-to-month and leases with a maturity of less than 12 months.

Supplemental cash flow information related to leases for the year ended June 30, 2020 are as follows:

(in thousands of dollars)	**12 months ended June 30, 2020**
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	8,755
Operating cash flows from finance leases	542
Financing cash flows from finance leases	2,429
	$ 11,726

Supplemental balance sheet information related to leases as of June 30, 2020 are as follows:

(in thousands of dollars)	**12 months ended June 30, 2020**
Operating Leases	
Right of use assets - operating leases	42,621
Accumulated amortization	(8,425)
Right of use assets - operating leases, net	**34,196**
Current portion of right of use obligations	9,194
Long-term right of use obligations, excluding current portion	25,308
Total operating lease liabilities	**34,502**
Finance Leases	
Right of use assets - finance leases	26,076
Accumulated depreciation	(2,687)
Right of use assets - finance leases, net	**23,389**
Current portion of right of use obligations	2,581
Long-term right of use obligations, excluding current portion	21,148
Total finance lease liabilities	**23,729**
Weighted Average remaining lease term, years	
Operating leases	4.64
Finance leases	19.39
Weighted Average discount rate	
Operating leases	2.24%
Finance leases	2.22%

Included in the $42.6 million of right-of-use assets obtained in exchange for operating lease obligations is $5.6 million of new and modified operating leases entered into during the year ended June 30, 2020. Included in the $26.1 million of right-of-use assets obtained in exchange for finance lease obligations is $2.3 million of new and modified operating leases entered into during the year ended June 30, 2020.

Future maturities of lease liabilities as of June 30, 2020 are as follows:

(in thousands of dollars)	Operating Leases	Finance Leases
Year ending June 30:		
2021	9,852	3,314
2022	8,274	3,003
2023	6,836	2,718
2024	5,650	1,892
2025	3,023	1,109
Thereafter	2,794	17,339
Total lease payments	36,429	29,374
Less: Imputed interest	1,927	5,645
Total lease payments	$ 34,502	$ 23,729

Future minimum rental payments under lease commitments with a term of more than one year as of June 30, 2019, prior to our adoption of ASC 842 are as follows:

(in thousands of dollars)	Capital Leases	Operating Leases
Year ending June 30:		
2020	1,706	11,342
2021	1,467	10,469
2022	1,471	7,488
2023	1,494	6,303
2024	1,230	4,127
Thereafter	10,158	5,752
Total lease payments	$ 17,526	$ 45,481

The Health System's rental expense totaled approximately $12,707,000 for the year ended June 30, 2019.

17. COVID - 19

In March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic and the United States federal government declared COVID-19 a national emergency. The Health System quickly developed and implemented an emergency response to the situation to ensure the safety of its patients and staff across the System. A key decision was made to postpone elective and non-urgent care in mid-March. Several factors drove that decision, including efforts to reduce the spread of COVID-19; conservation of personal protective equipment ("PPE"), which was and remains in critically short supply worldwide; and at the urging of the CDC and U.S. Surgeon General who in March urged all hospitals to reduce the number of elective procedures and visits.

On March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to provide economic assistance to a wide array of industries to ease the financial impact of COVID-19. As part of the CARES Act, the Centers for Medicare and Medicaid Services ("CMS") expanded its Accelerated and Advance Payment Program which allows participants to receive expedited payments during periods of national emergencies.

As of June 30, 2020, the Health System has received approximately $88,877,000 in governmental assistance including funding under the CARES Act. This includes recognition of approximately $88,725,000 of stimulus revenue recorded as a component of other operating revenue in the consolidated statements of operations and changes in net assets as a result of satisfying the conditions of general and targeted grant funding under the Provider Relief Fund established by the CARES Act. The Health System recognized revenue related to the CARES Act provider relief funding based on information contained in laws and regulations, as well as interpretations issued by the HHS, governing the funding that was publicly available as of June 30, 2020. The Health System recorded approximately $239,500,000 attributable to the Medicare Accelerated and Advance Payment Program representing working capital financing to be repaid through the provision of future services. These funds are recorded as a contract liability as a payment received before performing services. This amount is reported as a component of estimated third party settlements in the consolidated balance sheet as of June 30, 2020. Subsequent to June 30, 2020, the Health System received additional stimulus funding attributable to a targeted distribution of approximately $19,700,000 for Safety Net Hospitals and $2,500,000 for a general distribution.

Additionally, the CARES Act provides for payroll tax relief, including employee retention tax credits and the deferral of all employer Social Security tax payments to help employers in the face of economic hardship related to the COVID-19 pandemic. As of June 30, 2020, the Health System deferred approximately $13,727,000 attributable to the employer portion of Social Security taxes and $2,600,000 of employee retention tax credits. D-HH Leadership has also taken advantage of additional Federal and State programs including the Payroll Tax Deferral, Employee Retention Credit, First Responder Support, Front-Line Employees Hazard Pay Grant Program and FEMA funding to help offset some of the incremental costs being incurred to provide comprehensive and safe care during the pandemic.

18. Subsequent Events

The Health System has assessed the impact of subsequent events through November 17, 2020, 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.

HHS Reporting Requirements for the CARES Act

In September 2020 and October 2020, HHS issued new reporting requirements for the CARES Act provider relief funding. The new requirements first require Hospitals to identify healthcare-related expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source. If those expenses do not exceed the provider relief funding received, Hospitals will need to demonstrate that the remaining provider relief funds were used to compensate for a negative variance in year over year patient service revenue. HHS is entitled to recoup Provider Relief Funding in excess of the sum of expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source and the decline in calendar year over year patient care revenue. Due to these new reporting requirements there is at least a reasonable possibility that amounts recorded under the CARES Act provider relief fund by the Health System may change in future periods.

Medicare and Medicaid Services ("CMS") expanded Accelerated and Advance Payment Program

In October 2020, new regulations were issued to revise the recoupment start date from August 2020 to April 2021.

Note Payable Amendment

In October 2020, the note payable issued to TD Bank in May 2020 was amended. Under the amended terms, the interest on the note payable is fixed at a rate of 2.56%, and matures in 2035. Repayment terms are semi-annual, interest only through July 2024, with annual principal payments to begin August 2024. The obligation can be satisfied at any time beforehand, without penalty.

Consolidating Supplemental Information – Unaudited

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2020

(in thousands of dollars)	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	$ 108,856	$ 217,352	$ 43,940	$ 26,079	$ 22,874	$ 14,377	$ -	$ 433,478	$ 19,745	$ -	$ 453,223
Patient accounts receivable, net	-	146,886	11,413	8,634	10,200	4,367	-	181,500	2,319	-	183,819
Prepaid expenses and other current assets	25,243	179,432	37,538	3,808	6,105	1,715	(82,822)	171,019	(8,870)	(243)	161,906
Total current assets	134,099	543,670	92,891	38,521	39,179	20,459	(82,822)	785,997	13,194	(243)	798,948
Assets limited as to use	344,737	927,207	19,376	13,044	12,768	12,090	(235,568)	1,093,654	40,872	-	1,134,526
Notes receivable, related party	848,250	593	-	1,211	-	-	(848,843)	1,211	(1,211)	-	-
Other investments for restricted activities	-	98,490	6,970	97	3,077	6,268	-	114,900	25,680	-	140,580
Property, plant, and equipment, net	8	466,938	64,803	20,805	43,612	16,823	-	612,989	30,597	-	643,586
Right of use assets	1,542	32,714	1,822	17,574	621	3,221	-	57,494	91	-	57,585
Other assets	2,242	122,481	1,299	14,748	5,482	4,603	(10,971)	139,884	(2,546)	-	137,338
Total assets	$ 1,330,878	$ 2,192,093	$ 187,161	$ 106,000	$ 104,739	$ 63,462	$ (1,178,204)	$ 2,806,129	$ 106,677	$ (243)	$ 2,912,563
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 7,380	$ 865	$ 747	$ 147	$ 232	$ -	$ 9,371	$ 96	$ -	$ 9,467
Current portion of right of use obligations	338	8,752	420	1,316	259	631	-	11,716	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	272,764	126,283	39,845	3,087	4,250	3,406	(318,391)	131,244	(1,985)	(243)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,570	3,875	3,582	-	141,151	1,840	-	142,991
Estimated third-party settlements	-	210,144	34,664	25,421	24,667	6,430	-	301,326	1,199	-	302,525
Total current liabilities	273,102	478,419	83,526	34,141	33,198	14,281	(318,391)	598,276	1,209	(243)	599,242
Notes payable, related party	-	814,525	-	-	27,718	6,600	(848,843)	-	-	-	-
Long-term debt, excluding current portion	1,050,694	37,373	23,617	24,312	147	10,595	(10,970)	1,135,768	2,762	-	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,432	16,429	368	2,698	-	46,420	36	-	46,456
Insurance deposits and related liabilities	-	75,697	475	325	388	220	-	77,105	41	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	-	511	-	324,258	(1)	-	324,257
Other liabilities	-	117,631	1,506	384	2,026	-	-	121,547	22,131	-	143,678
Total liabilities	1,324,999	1,849,842	132,396	75,591	63,845	34,905	(1,178,204)	2,303,374	26,178	(243)	2,329,309
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	5,524	242,824	47,729	29,464	36,158	21,247	-	382,946	48,040	40	431,026
Net assets with donor restrictions	355	99,427	7,036	945	4,736	7,310	-	119,809	32,459	(40)	152,228
Total net assets	5,879	342,251	54,765	30,409	40,894	28,557	-	502,755	80,499	-	583,254
Total liabilities and net assets	$ 1,330,878	$ 2,192,093	$ 187,161	$ 106,000	$ 104,739	$ 63,462	$ (1,178,204)	$ 2,806,129	$ 106,677	$ (243)	$ 2,912,563

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2020

(in thousands of dollars)	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	$ 108,856	$ 218,295	$ 47,642	$ 22,874	$ 14,568	$ 34,072	$ 6,916	$ -	$ 453,223
Patient accounts receivable, net	-	146,887	11,413	10,200	4,439	8,634	2,246	-	183,819
Prepaid expenses and other current assets	25,243	180,137	27,607	6,105	1,737	2,986	1,156	(83,065)	161,906
Total current assets	134,099	545,319	86,662	39,179	20,744	45,692	10,318	(83,065)	798,948
Assets limited as to use	344,737	946,938	18,001	12,768	13,240	13,044	21,366	(235,568)	1,134,526
Notes receivable, related party	848,250	593	-	-	-	-	-	(848,843)	-
Other investments for restricted activities	-	105,869	25,272	3,077	6,265	97	-	-	140,580
Property, plant, and equipment, net	8	469,613	68,374	43,612	18,432	40,126	3,421	-	643,586
Right of use assets	1,542	32,714	1,822	621	3,220	17,574	92	-	57,585
Other assets	2,242	122,647	7,429	5,482	2,152	8,199	158	(10,971)	137,338
Total assets	$ 1,330,878	$ 2,223,693	$ 207,560	$ 104,739	$ 64,053	$ 124,732	$ 35,355	$ (1,178,447)	$ 2,912,563
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 7,380	$ 865	$ 147	$ 257	$ 747	$ 71	$ -	$ 9,467
Current portion of right of use obligations	338	8,752	420	259	631	1,316	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	272,762	126,684	35,117	4,251	3,517	3,528	1,791	(318,634)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,875	3,626	3,883	1,483	-	142,991
Estimated third-party settlements	-	210,143	34,664	24,667	6,430	25,421	1,200	-	302,525
Total current liabilities	273,100	478,819	78,798	33,199	14,461	34,895	4,604	(318,634)	599,242
Notes payable, related party	-	814,525	-	27,718	6,600	-	-	(848,843)	-
Long-term debt, excluding current portion	1,050,694	37,373	23,618	147	10,867	24,312	2,489	(10,970)	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,433	368	2,700	16,429	33	-	46,456
Insurance deposits and related liabilities	-	75,697	475	388	222	325	39	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	510	-	-	-	324,257
Other liabilities	-	117,631	1,506	2,026	-	22,515	-	-	143,678
Total liabilities	1,324,997	1,850,242	127,670	63,846	35,360	98,476	7,165	(1,178,447)	2,329,309
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	5,526	266,327	48,549	36,158	21,385	24,881	28,160	40	431,026
Net assets with donor restrictions	355	107,124	31,341	4,735	7,308	1,375	30	(40)	152,228
Total net assets	5,881	373,451	79,890	40,893	28,693	26,256	28,190	-	583,254
Total liabilities and net assets	$ 1,330,878	$ 2,223,693	$ 207,560	$ 104,739	$ 64,053	$ 124,732	$ 35,355	$ (1,178,447)	$ 2,912,563

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2019

(in thousands of dollars)	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	6,970	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
Right of use assets	-	-	-	-	-	-	-	-	-	-	-
Other assets	3,518	108,208	1,279	15,019	6,042	4,388	(10,970)	127,484	(3,013)	-	124,471
Total assets	$ 706,260	$ 1,689,041	$ 128,009	$ 76,831	$ 88,377	$ 54,932	$ (639,289)	$ 2,104,161	$ 115,150	$ (3,009)	$ 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 right of use obligations	-	-	-	-	-	-	-	-	-	-	-
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	35,804	643	11,465	(10,970)	749,322	2,858	-	752,180
Right of use obligations, excluding current portion	-	-	-	-	-	-	-	-	-	-	-
Insurance deposits and related liabilities	-	58,786	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	-	96,201	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)	1,513,909
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	7,486	356,880	63,051	27,653	35,518	21,242	-	511,830	48,063	40	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	7,504	447,983	69,296	28,449	40,138	28,678	-	622,048	80,345	-	702,393
Total liabilities and net assets	$ 706,260	$ 1,689,041	$ 128,009	$ 76,831	$ 88,377	$ 54,932	$ (639,289)	$ 2,104,161	$ 115,150	$ (3,009)	$ 2,216,302

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2019

(in thousands of dollars)	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	$ 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
Right of use assets	-	-	-	-	-	-	-	-	-
Other assets	3,518	108,366	7,388	5,476	1,931	8,688	74	(10,970)	124,471
Total assets	$ 706,260	$ 1,720,297	$ 157,894	$ 88,946	$ 55,437	$ 96,472	$ 33,294	$ (642,298)	$ 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 right of use obligations	-	-	-	-	-	-	-	-	-
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
Right of use obligations, excluding current portion	-	-	-	-	-	-	-	-	-
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	7,486	379,498	65,873	36,087	21,300	22,327	27,322	40	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	7,504	478,682	95,434	40,706	28,735	23,980	27,352	-	702,393
Total liabilities and net assets	$ 706,260	$ 1,720,297	$ 157,894	$ 88,946	$ 55,437	$ 96,472	$ 33,294	$ (642,298)	$ 2,216,302

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2020

(in thousands of dollars)	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	$ -	$ 1,490,516	$ 207,416	$ 65,496	$ 53,943	$ 41,349	$ -	$ 1,858,720	$ 21,305	$ -	$ 1,880,025
Contracted revenue	5,369	114,906	400	-	10	7,427	(54,543)	73,569	498	(39)	74,028
Other operating revenue	26,349	321,028	16,406	7,179	10,185	7,847	(28,972)	360,022	15,128	(528)	374,622
Net assets released from restrictions	409	13,013	1,315	162	160	84	-	15,143	1,117	-	16,260
Total operating revenue and other support	32,127	1,939,463	225,537	72,837	64,298	56,707	(83,515)	2,307,454	38,048	(567)	2,344,935
Operating expenses											
Salaries	-	947,275	115,777	37,596	33,073	27,600	(34,706)	1,126,615	17,007	1,201	1,144,823
Employee benefits	-	227,138	26,979	6,214	6,741	6,344	(4,864)	268,552	4,009	311	272,872
Medications and medical supplies	-	401,165	36,313	8,390	5,140	2,944	-	453,952	1,429	-	455,381
Purchased services and other	13,615	284,714	31,864	11,639	14,311	13,351	(20,942)	348,552	13,943	(1,999)	360,496
Medicaid enhancement tax	-	59,708	8,476	3,226	2,853	1,747	-	76,010	-	-	76,010
Depreciation and amortization	14	71,108	9,351	3,361	3,601	2,475	-	89,910	2,254	-	92,164
Interest	25,780	23,431	953	906	1,097	252	(25,412)	27,007	315	-	27,322
Total operating expenses	39,409	2,014,539	229,713	71,332	66,816	54,713	(85,924)	2,390,598	38,957	(487)	2,429,068
Operating (loss) margin	(7,282)	(75,076)	(4,176)	1,505	(2,518)	1,994	2,409	(83,144)	(909)	(80)	(84,133)
Non-operating gains (losses)											
Investment income (losses), net	4,877	18,522	714	292	359	433	(198)	24,999	2,048	-	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	-	134	-	10,810	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(205)	544	4,317	(2,211)	(3,133)	346	80	(2,707)
Total non-operating gains (losses), net	945	26,238	2,028	87	903	4,884	(2,409)	32,676	2,394	80	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(48,838)	(2,148)	1,592	(1,615)	6,878	-	(50,468)	1,485	-	(48,983)
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	564	179	-	344	300	-	1,387	27	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	-	(7,188)	-	(79,022)	-	-	(79,022)
Net assets transferred to (from) affiliates	4,375	(7,269)	(32)	219	1,911	15	-	(781)	781	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	(2,316)	-	(2,316)
Increase in net assets without donor restrictions	$ (1,962)	$ (114,056)	$ (15,322)	$ 1,811	$ 640	$ 5	$ -	$ (128,884)	$ (23)	$ -	$ (128,907)

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2020

(in thousands of dollars)	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	$ -	$ 1,490,516	$ 207,416	$ 53,943	$ 41,348	$ 65,496	$ 21,306	$ -	$ 1,880,025
Contracted revenue	5,369	115,403	400	10	7,427	-	-	(54,581)	74,028
Other operating revenue	26,349	323,151	16,472	10,185	9,482	16,726	1,757	(29,500)	374,622
Net assets released from restrictions	409	13,660	1,335	160	83	613	-	-	16,260
Total operating revenue and other support	32,127	1,942,730	225,623	64,298	58,340	82,835	23,063	(84,081)	2,344,935
Operating expenses									
Salaries	-	947,275	115,809	33,073	28,477	41,085	12,608	(33,504)	1,144,823
Employee benefits	-	227,138	26,988	6,741	6,517	7,123	2,918	(4,553)	272,872
Medications and medical supplies	-	401,165	36,313	5,140	2,941	8,401	1,421	-	455,381
Purchased services and other	13,615	287,948	32,099	14,311	13,767	14,589	7,108	(22,941)	360,496
Medicaid enhancement tax	-	59,708	8,476	2,853	1,747	3,226	-	-	76,010
Depreciation and amortization	14	71,109	9,480	3,601	2,596	5,004	360	-	92,164
Interest	25,780	23,431	953	1,097	252	1,159	62	(25,412)	27,322
Total operating expenses	39,409	2,017,774	230,118	66,816	56,297	80,587	24,477	(86,410)	2,429,068
Operating (loss) margin	(7,282)	(75,044)	(4,495)	(2,518)	2,043	2,248	(1,414)	2,329	(84,133)
Non-operating gains (losses)									
Investment income (losses), net	4,877	19,361	1,305	359	463	292	588	(198)	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	134	-	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(25)	4,318	(205)	914	(2,131)	(2,707)
Total non-operating gains (losses), net	945	27,077	2,619	334	4,915	87	1,502	(2,329)	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(47,967)	(1,876)	(2,184)	6,958	2,335	88	-	(48,983)
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	591	179	344	300	-	-	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	(7,188)	-	-	-	(79,022)
Net assets transferred to (from) affiliates	4,377	(7,282)	10	1,911	15	219	750	-	-
Other changes in net assets	-	-	(2,316)	-	-	-	-	-	(2,316)
Increase in net assets without donor restrictions	$ (1,960)	$ (113,171)	$ (17,324)	$ 71	$ 85	$ 2,554	$ 838	$ -	$ (128,907)

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2019

(in thousands of dollars)	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	$ -	$ 1,976,796	$ 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	13,386	(297)	210,698
Net assets released from restrictions	369	11,556	732	137	177	24	-	12,995	1,110	-	14,105
Total operating revenue and other support	26,508	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	-	868,311	107,671	37,297	30,549	26,514	(24,682)	1,045,660	15,785	1,106	1,062,551
Employee benefits	-	217,623	25,983	6,454	5,434	7,152	(3,763)	258,883	3,642	287	262,812
Medications and medical supplies	-	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	(1,622)	323,435
Medicaid enhancement tax	-	54,954	8,005	3,062	2,264	1,776	-	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	1,828,123	220,108	74,229	63,107	55,012	(70,471)	2,202,165	38,726	(229)	2,240,662
Operating margin (loss)	(5,549)	59,888	4,641	(2,550)	1,497	(768)	2,295	59,454	(913)	(60)	58,481
Non-operating gains (losses)											
Investment income (losses), net	3,929	32,193	227	469	834	623	(198)	38,077	1,975	-	40,052
Other components of net periodic pension and post retirement benefit income	-	9,277	1,758	-	-	186	-	11,221	-	-	11,221
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)
Total non-operating gains (losses), net	145	43,056	1,798	412	594	1,088	(2,295)	44,798	2,766	60	47,624
(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 for capital	-	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)	-	-
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

(in thousands of dollars)	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	$ -	$ 1,580,552	$ 220,254	$ 60,166	$ 46,029	$ 69,794	$ 22,528	$ -	$ 1,999,323
Contracted revenue	5,010	109,842	355	-	5,902	-	-	(46,092)	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	26,509	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	-	217,623	25,993	5,434	7,319	7,218	2,701	(3,476)	262,812
Medications and medical supplies	-	354,201	34,331	6,298	3,035	8,639	1,371	-	407,875
Purchased services and other	11,366	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	1,832,118	220,610	62,974	56,526	83,653	23,423	(70,700)	2,240,662
Operating (loss) margin	(5,549)	59,688	4,280	1,629	(701)	(2,746)	(355)	2,235	58,481
Non-operating gains (losses)									
Investment income (losses), net	3,929	33,310	129	785	645	469	983	(198)	40,052
Other components of net periodic pension and post retirement benefit income	-	9,277	1,758	-	186	-	-	-	11,221
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)
Total non-operating gains (losses), net	145	44,173	1,716	545	1,119	413	1,748	(2,235)	47,624
(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 for capital	-	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	-	-
Increase (decrease) in net assets without donor restrictions	$ 5,073	$ 22,980	$ 804	$ 2,704	$ 1,536	$ 1,296	$ 1,438	$ -	$ 35,831

Dartmouth-Hitchcock Health and Subsidiaries
Note to Supplemental Consolidating Information
June 30, 2020 and 2019

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.

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2021 and 2020

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Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

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, 2021 and 2020, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended.

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. 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 financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2021 and 2020, 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.

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Other Matter

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 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.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 18, 2021

(in thousands of dollars)	2021	2020
Assets		
Current assets		
Cash and cash equivalents	$ 374,928	$ 453,223
Patient accounts receivable (Note 4)	232,161	183,819
Prepaid expenses and other current assets	157,318	161,906
Total current assets	764,407	798,948
Assets limited as to use (Notes 5 and 7)	1,378,479	1,134,526
Other investments for restricted activities (Notes 5 and 7)	168,035	140,580
Property, plant, and equipment, net (Note 6)	680,433	643,586
Right of use assets, net (Note 16)	58,410	57,585
Other assets	177,098	137,338
Total assets	$ 3,226,862	$ 2,912,563
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	$ 9,407	$ 9,467
Current portion of right of use obligations (Note 16)	11,289	11,775
Current portion of liability for pension and other postretirement plan benefits (Note 11 and 14)	3,468	3,468
Accounts payable and accrued expenses	131,224	129,016
Accrued compensation and related benefits	182,070	142,991
Estimated third-party settlements (Note 3 and 4)	252,543	302,525
Total current liabilities	590,001	599,242
Long-term debt, excluding current portion (Note 10)	1,126,357	1,138,530
Long-term right of use obligations, excluding current portion (Note 16)	48,167	46,456
Insurance deposits and related liabilities (Note 12)	79,974	77,146
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11 and 14)	224,752	324,257
Other liabilities	214,714	143,678
Total liabilities	2,283,965	2,329,309
Commitments and contingencies (Notes 3, 4, 6, 7, 10, 13, and 16)		
Net assets		
Net assets without donor restrictions (Note 9)	758,627	431,026
Net assets with donor restrictions (Notes 8 and 9)	184,270	152,228
Total net assets	942,897	583,254
Total liabilities and net assets	$ 3,226,862	$ 2,912,563

(in thousands of dollars)	2021	2020
Operating revenue and other support		
Net patient service revenue (Note 4)	$ 2,138,287	$ 1,880,025
Contracted revenue	85,263	74,028
Other operating revenue (Note 5)	424,958	374,622
Net assets released from restrictions	15,201	16,260
Total operating revenue and other support	2,663,709	2,344,935
Operating expenses		
Salaries	1,185,910	1,144,823
Employee benefits	302,142	272,872
Medications and medical supplies	545,523	455,381
Purchased services and other	383,949	360,496
Medicaid enhancement tax (Note 4)	72,941	76,010
Depreciation and amortization	88,921	92,164
Interest (Note 10)	30,787	27,322
Total operating expenses	2,610,173	2,429,068
Operating income (loss)	53,536	(84,133)
Non-operating gains (losses)		
Investment income, net (Note 5)	203,776	27,047
Other components of net periodic pension and post retirement benefit income (Note 11 and 14)	13,559	10,810
Other losses, net (Note 10)	(4,233)	(2,707)
Total non-operating gains, net	213,102	35,150
Excess (deficiency) of revenue over expenses	$ 266,638	$ (48,983)

(in thousands of dollars)	2021	2020
Net assets without donor restrictions		
Excess (deficiency) of revenue over expenses	$ 266,638	$ (48,983)
Net assets released from restrictions for capital	2,017	1,414
Change in funded status of pension and other postretirement benefits (Note 11)	59,132	(79,022)
Other changes in net assets	(186)	(2,316)
Increase (decrease) in net assets without donor restrictions	327,601	(128,907)
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	30,107	26,312
Investment income, net	19,153	1,130
Net assets released from restrictions	(17,218)	(17,674)
Increase in net assets with donor restrictions	32,042	9,768
Change in net assets	359,643	(119,139)
Net assets		
Beginning of year	583,254	702,393
End of year	$ 942,897	$ 583,254

(in thousands of dollars)	2021	2020
Cash flows from operating activities		
Change in net assets	$ 359,643	$ (119,139)
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Depreciation and amortization	88,904	93,704
Amortization of bond premium, discount, and issuance cost, net	(2,820)	153
Amortization of right of use asset	10,034	8,218
Payments on right of use lease obligations - operating	(9,844)	(7,941)
Change in funded status of pension and other postretirement benefits	(59,132)	79,022
Loss (gain) on disposal of fixed assets	592	(39)
Net realized gains and change in net unrealized gains on investments	(228,489)	(14,060)
Restricted contributions and investment earnings	(3,445)	(3,605)
Changes in assets and liabilities		
Patient accounts receivable	(48,342)	37,306
Prepaid expenses and other current assets	4,588	(78,907)
Other assets, net	(39,760)	(13,385)
Accounts payable and accrued expenses	1,223	9,772
Accrued compensation and related benefits	39,079	14,583
Estimated third-party settlements	9,787	260,955
Insurance deposits and related liabilities	2,828	18,739
Liability for pension and other postretirement benefits	(40,373)	(35,774)
Other liabilities	11,267	19,542
Net cash provided by operating and non-operating activities	95,740	269,144
Cash flows from investing activities		
Purchase of property, plant, and equipment	(122,347)	(128,019)
Proceeds from sale of property, plant, and equipment	316	2,987
Purchases of investments	(95,943)	(321,152)
Proceeds from maturities and sales of investments	75,071	82,986
Net cash used in investing activities	(142,903)	(363,198)
Cash flows from financing activities		
Proceeds from line of credit	-	35,000
Payments on line of credit	-	(35,000)
Repayment of long-term debt	(9,183)	(10,665)
Proceeds from issuance of debt	-	415,336
Repayment of finance lease	(3,117)	(2,429)
Payment of debt issuance costs	(230)	(2,157)
Restricted contributions and investment earnings	3,445	3,605
Net cash (used in) provided by financing activities	(9,085)	403,690
(Decrease) increase in cash and cash equivalents	(56,248)	309,636
Cash and cash equivalents		
Beginning of year	453,223	143,587
End of year	$ 396,975	$ 453,223
Supplemental cash flow information		
Interest paid	$ 41,819	$ 22,562
Construction in progress included in accounts payable and accrued expenses	16,192	17,177

The following table reconciles cash and cash equivalents on the consolidated balance sheets to cash, cash equivalents and restricted cash on the consolidated statements of cash flows.

	2021	2020
Cash and cash equivalents	$ 374,928	$ 453,223
Cash and cash equivalents included in assets limited as to use	18,500	-
Restricted cash and cash equivalents included in Other investments for restricted activities	3,547	-
Total of cash, cash equivalents and restricted cash shown in the consolidated statements of cash flows	$ 396,975	$ 453,223

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic (DHC) and Subsidiaries, Mary Hitchcock Memorial Hospital (MHMH) and Subsidiaries, (DHC and MHMH together are referred to as D-H), The New London Hospital Association (NLH) and Subsidiaries, Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) (MAHHC) and Subsidiaries, Cheshire Medical Center (Cheshire) and Subsidiaries, Alice Peck Day Memorial Hospital (APD) and Subsidiary, and the Visiting Nurse and Hospice for Vermont and New Hampshire (VNH) and Subsidiaries. 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 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, DHC, MHMH, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

On September 30, 2019, D-HH and GraniteOne Health (GOH) entered into an agreement (The Combination Agreement) to combine their respective healthcare systems. The GOH system is comprised of Catholic Medical Center (CMC), an acute care community hospital in Manchester, New Hampshire, Huggins Hospital (HH) located in Wolfeboro, NH and Monadnock Community Hospital, (MCH) located in Peterborough, NH. Both HH and MCH are designated as Critical Access Hospitals (CAH). The three member hospitals of GOH have a combined licensed bed count of 380 beds. GOH is a non-profit, community based health care system. The overarching rationale for the proposed combination is to improve access to high quality primary and specialty care in the most convenient, cost-effective sites of service for patients and the communities served by D-HH and GOH. Other stated benefits of the combination include reinforcing the rural health network, investing in needed capacity to accommodate unmet and anticipated demand, and drawing on our combined strengths to attract the necessary health care workforce. The parties have submitted regulatory filings with the Federal Trade Commission and the New Hampshire Attorney General's office seeking approval of the proposed transaction. As of June 30, 2021, the proposed combination remains under regulatory review.

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.).

- *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 2020 was approximately $182,209,000. The 2021 Community Benefits Reports are expected to be filed in February 2022.

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, 2021:

(in thousands of dollars)

Government-sponsored healthcare services	$	309,203
Health professional education		38,978
Charity care		17,441
Subsidized health services		17,341
Community health services		13,866
Research		7,064
Community building activities		4,391
Financial contributions		3,276
Community benefit operations		57
Total community benefit value	$	411,617

In fiscal years 2021 and 2020, funds received to offset or subsidize charity care costs provided were $848,000 and $1,224,000, respectively.

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 (Deficiency) of Revenue over Expenses
The consolidated statements of operations and changes in net assets include the excess (deficiency) 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, realized gains/losses on sales of investment securities and changes in unrealized gains/losses on investments are reported as non-operating gains (losses).

Changes in net assets without donor restrictions which are excluded from the excess (deficiency) 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, and change in funded status of pension and other postretirement benefit plans.

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.

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 the Department of Health and Human Services ("HHS") Coronavirus Aid, Relief, and Economic Securities Act ("CARES Act" Provider Relief Funds ("Provider Relief Funds") operating agreements, grant revenue, cafeteria sales and other support service revenue (Note 3).

Cash Equivalents
Cash and cash equivalents include amounts on deposit with financial institutions; short-term investments with maturities of three months or less at the time of purchase and other highly liquid investments, primarily cash management funds, which would be considered level 1 investments under the fair value hierarchy. All short-term, highly liquid investments, otherwise qualifying as cash equivalents, included within the Health System's endowment and similar investment pools are classified as investments, at fair value and therefore are excluded from Cash and cash equivalents in the Statements of Cash Flows.

Investments and Investment Income
Investments in equity securities with readily determinable fair values, mutual funds, governmental securities, debt securities, and pooled/commingled funds are reported at fair value with changes in fair value included in the excess (deficiency) 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 (deficiency) of revenue over expenses.

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 and 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 (deficiency) of revenue over expenses and classified as non-operating 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 carrying amounts of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximate 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 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 (deficiency) 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 $9,403,000 and $10,007,000 as intangible assets associated with its affiliations as of June 30, 2021 and 2020, respectively.

Gifts
Gifts without donor restrictions are recorded net of related expenses as non-operating 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 August 2018, FASB issued *ASU No. 2018-15, Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract*. This ASU aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software or software licenses. The ASU is effective for fiscal year 2022 and the Health System is evaluating the impact of the new guidance on the consolidated financial statements.

3. COVID – 19's Impact on Dartmouth-Hitchcock Health

Throughout the 18 months since New Hampshire's first COVID-19 patient presented at Dartmouth-Hitchcock Health's academic medical center campus in Lebanon, New Hampshire, the organization has responded to meet the needs of our patients, community and staff, transforming as necessary to resume operations. Personal Protective Equipment (PPE), which was critically short at the outset of the pandemic, is now readily available. D-HH'S academic medical center campus continues to serve as the referral site for the state's and region's most complex COVID cases.

There have been three primary points of clinical emphasis in responding to COVID-19: telehealth, laboratory medicine, and clinical trials throughout the past year and a half. The pace and volume of COVID-19 response lessened in this past quarter, as vaccination efforts and declining case counts in D-HH's service area have made a significant difference in the necessary clinical response. While demand for telehealth has seen an expected drop in utilization from the daily virtual encounters seen early in the pandemic, in December 2020, D-HH's Center for Telehealth launched a virtual Urgent Care service for beneficiaries of the D-H health plan. In April, it was expanded as a general consumer offering and we continue to provide telehealth services to, and create partnerships with, an expanding number of hospitals and health systems around the region.

The learned and lived experiences of the past 18 months have positioned D-HH well to continue its economic recovery as we have found the clinical balance between caring for COVID-19 patients while continuing to care for non-COVID cases.

Health and Human Services ("HHS") Provider Relief Funds

D-HH received $65,600,000 and $88,700,000 from the Provider Relief funds for the years ended June 30, 2021 and 2020, respectively. We will continue to pursue Provider Relief funds as available and required to provide support to D-HH.

Medicare and Medicaid Services ("CMS") expanded Accelerated and Advance Payment Program

D-HH received a total of $272,600,000 of temporary funds received from the Cares Act in the form of CMS prepayment advances of $239,500,000 and accumulated payroll tax deferrals of $33,100,000. In October 2020, new regulations were issued to revise the recoupment start date from August 2020 to April 2021.

HHS Reporting Requirements for the CARES Act

In June 2021, HHS issued new reporting requirements for the CARES Act Provider Relief Funding. The new requirements first require Hospitals to identify healthcare-related expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source. If those expenses do not exceed the Provider Relief funding received, Hospitals will need to demonstrate that the remaining Provider Relief funds were used to compensate for a negative variance in patient service revenue. HHS is entitled to recoup Provider Relief Funding in excess of the sum of expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source and the decline in patient care revenue. Due to these new reporting requirements there is at least a reasonable possibility that amounts recorded under the CARES Act Provider Relief fund by the Health System may change in future periods.

4. Net Patient Service Revenue and Accounts Receivable

The Health System reports net 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.

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 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.

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.

Vermont imposes a provider tax on home health agencies in the amount of 4.25% of annual net patient revenue. In fiscal years 2021 and 2020, home health provider taxes paid were $623,000 and $624,000, respectively.

Medicaid Enhancement Tax & Disproportionate Share Hospital

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (Hospitals) agreed to resolve disputed issues and enter into a seven-year agreement to stabilize Disproportionate Share Hospital (DSH) payments, with provisions for alternative payments in the event of legislative changes to the DSH program. Under the agreement, the State committed to make DSH payments to the Hospitals in an amount no less than 86% of the Medicaid Enhancement Tax (MET) proceeds collected in each fiscal year, in addition to providing for directed payments or increased rates for Hospitals in an amount equal to 5% of MET proceeds collected from state fiscal year (SFY) 2020 through SFY 2024. The agreement prioritizes DSH payments to critical access hospitals in an amount equal to 75% of allowable uncompensated care (UCC), with the remainder distributed to Hospitals without critical access designation in proportion to their allowable UCC amounts.

During the years ended June 30, 2021 and 2020, the Health System received DSH payments of approximately, $67,940,000 and $71,133,000 respectively. DSH payments are subject to audit and therefore, for the years ended June 30, 2021 and 2020, the Health System recognized as revenue DSH receipts of approximately $61,602,000 and approximately $67,500,000, respectively.

During the years ended June 30, 2021 and 2020, the Health System recorded State of NH MET and State of VT Provider taxes of $72,941,000 and $76,010,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain patient service revenues. 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 services 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, 2021 and 2020, the Health System had reserves of $252,543,000 and $302,525,000, respectively, recorded in Estimated third-party settlements. As of June 30, 2021 and 2020, Estimated third-party settlements includes $179,382,000 and $239,500,000, respectively, of Medicare accelerated and advanced payments, received as working capital support during COVID-19 outbreak. As of June 30, 2021 and 2020, Other liabilities include $43,612,000 and $10,900,000, respectively.

For the years ended June 30, 2021 and 2020, additional increases in revenue of $4,287,000 and $2,314,000, respectively, were recognized due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

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 total operating revenue and other support presented at the net transaction price for the years ended June 30, 2021 and 2020.

	2021		
(in thousands of dollars)	PPS	CAH	Total
Hospital			
Medicare	$ 526,114	$ 81,979	$ 608,093
Medicaid	144,434	11,278	155,712
Commercial	793,274	73,388	866,662
Self Pay	4,419	(721)	3,698
Subtotal	1,468,241	165,924	1,634,165
Professional	446,181	37,935	484,116
Subtotal	1,914,422	203,859	2,118,281
VNA			20,006
Subtotal			2,138,287
Other Revenue			462,517
Provider Relief Fund			62,905
Total operating revenue and other support			$ 2,663,709

	2020		
(in thousands of dollars)	PPS	CAH	Total
Hospital			
Medicare	$ 461,990	$ 64,087	$ 526,077
Medicaid	130,901	10,636	141,537
Commercial	718,576	60,715	779,291
Self Pay	2,962	2,501	5,463
Subtotal	1,314,429	137,939	1,452,368
Professional	383,503	22,848	406,351
Subtotal	1,697,932	160,787	1,858,719
VNA			21,306
Subtotal			1,880,025
Other Revenue			376,185
Provider Relief Fund			88,725
Total operating revenue and other support			$ 2,344,935

Accounts Receivable

The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2021 and 2020:

	2021	2020
Medicare	34%	36%
Medicaid	13%	13%
Commercial	41%	39%
Self Pay	12%	12%
Total	100%	100%

5. Investments

The composition of investments at June 30, 2021 and 2020 is set forth in the following table:

(in thousands of dollars)	2021	2020
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 24,692	$ 9,646
U.S. government securities	157,373	103,977
Domestic corporate debt securities	322,616	199,462
Global debt securities	74,292	70,145
Domestic equities	247,486	203,010
International equities	81,060	123,205
Emerging markets equities	52,636	22,879
Global equities	79,296	-
Real Estate Investment Trust	422	313
Private equity funds	110,968	74,131
Hedge funds	-	36,964
	1,150,841	843,732
Investments held by captive insurance companies (Note 11)		
U.S. government securities	26,759	15,402
Domestic corporate debt securities	5,979	8,651
Global debt securities	6,617	8,166
Domestic equities	11,396	15,150
International equities	6,488	7,227
	57,239	54,596
Held by trustee under indenture agreement (Note 9)		
Cash and short-term investments	170,399	236,198
Total assets limited as to use	1,378,479	1,134,526
Other investments for restricted activities		
Cash and short-term investments	13,400	7,186
U.S. government securities	28,330	28,055
Domestic corporate debt securities	40,676	35,440
Global debt securities	8,953	11,476
Domestic equities	33,634	26,723
International equities	9,497	15,402
Emerging markets equities	5,917	2,766
Global equities	8,755	-
Real Estate Investment Trust	21	-
Private equity funds	12,251	9,483
Hedge funds	6,557	4,013
Other	44	36
Total other investments for restricted activities	168,035	140,580
Total investments	$ 1,546,514	$ 1,275,106

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.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2021 and 2020. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

	2021		
(in thousands of dollars)	Fair Value	Equity	Total
Cash and short-term investments	$ 208,491	$ -	$ 208,491
U.S. government securities	212,462	-	212,462
Domestic corporate debt securities	191,112	178,159	369,271
Global debt securities	55,472	34,390	89,862
Domestic equities	225,523	66,993	292,516
International equities	55,389	41,656	97,045
Emerging markets equities	1,888	56,665	58,553
Global equities	-	88,051	88,051
Real Estate Investment Trust	443	-	443
Private equity funds	-	123,219	123,219
Hedge funds	446	6,111	6,557
Other	44	-	44
	$ 951,270	$ 595,244	$ 1,546,514

	2020		
(in thousands of dollars)	Fair Value	Equity	Total
Cash and short-term investments	$ 253,030	$ -	$ 253,030
U.S. government securities	147,434	-	147,434
Domestic corporate debt securities	198,411	45,142	243,553
Global debt securities	44,255	45,532	89,787
Domestic equities	195,014	49,869	244,883
International equities	77,481	68,353	145,834
Emerging markets equities	1,257	24,388	25,645
Real Estate Investment Trust	313	-	313
Private equity funds	-	83,614	83,614
Hedge funds	-	40,977	40,977
Other	36	-	36
	$ 917,231	$ 357,875	$ 1,275,106

For the years ended June 30, 2021 and 2020 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as other operating revenue of approximately $930,000 and $936,000 and as non-operating gains of approximately $203,776,000 and $27,047,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner. 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, 2021 and 2020, the Health System has outstanding commitments of $47,419,000 and $53,677,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2021 and 2020:

(in thousands of dollars)	2021	2020
Land	$ 40,749	$ 40,749
Land improvements	43,927	39,820
Buildings and improvements	955,094	893,081
Equipment	993,899	927,233
	2,033,669	1,900,883
Less: Accumulated depreciation	1,433,467	1,356,521
Total depreciable assets, net	600,202	544,362
Construction in progress	80,231	99,224
	$ 680,433	$ 643,586

As of June 30, 2021, construction in progress primarily consists of two projects. The Manchester Ambulatory Surgical Center (ASC) and the in-patient tower located in Lebanon, NH. The ASC partially opened in April 2021. The estimated cost to complete the ASC is $4,300,000. The anticipated completion date is the second quarter of fiscal 2022. The in-patient tower project is estimated to cost $82,000,000 to complete. The anticipated completion date is the fourth quarter of fiscal 2023.

Capitalized interest of $5,127,000 and $2,297,000 is included in construction in progress as of June 30, 2021 and 2020, respectively.

Depreciation and amortization expense included in operating and non-operating activities was approximately $86,011,000 and $89,762,000 for 2021 and 2020, 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 and cash which will be used for future investment opportunities.

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).

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).

Hedge Funds
Consists of publicly traded, daily-pricing mutual funds that use long/short trading strategies (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, 2021 and 2020:

	2021			
(in thousands of dollars)	Level 1	Level 2	Level 3	Total
Assets				
Investments				
Cash and short term investments	$ 208,491	$ -	$ -	$ 208,491
U.S. government securities	212,462	-	-	212,462
Domestic corporate debt securities	36,163	154,949	-	191,112
Global debt securities	27,410	28,062	-	55,472
Domestic equities	220,434	5,089	-	225,523
International equities	55,389	-	-	55,389
Emerging market equities	1,888	-	-	1,888
Real estate investment trust	443	-	-	443
Hedge funds	446	-	-	446
Other	9	35	-	44
Total investments	763,135	188,135	-	951,270
Deferred compensation plan assets				
Cash and short-term investments	6,099	-	-	6,099
U.S. government securities	48	-	-	48
Domestic corporate debt securities	10,589	-	-	10,589
Global debt securities	1,234	-	-	1,234
Domestic equities	37,362	-	-	37,362
International equities	5,592	-	-	5,592
Emerging market equities	39	-	-	39
Real estate	15	-	-	15
Multi strategy fund	65,257	-	-	65,257
Total deferred compensation plan assets	126,235	-	-	126,235
Beneficial interest in trusts	-	-	10,796	10,796
Total assets	$ 889,370	$ 188,135	$ 10,796	$ 1,088,301

	2020			
(in thousands of dollars)	Level 1	Level 2	Level 3	Total
Assets				
Investments				
Cash and short term investments	$ 253,030	$ -	$ -	$ 253,030
U.S. government securities	147,434	-	-	147,434
Domestic corporate debt securities	17,577	180,834	-	198,411
Global debt securities	22,797	21,458	-	44,255
Domestic equities	187,354	7,660	-	195,014
International equities	77,481	-	-	77,481
Emerging market equities	1,257	-	-	1,257
Real estate investment trust	313	-	-	313
Other	2	34	-	36
Total investments	707,245	209,986	-	917,231
Deferred compensation plan assets				
Cash and short-term investments	5,754	-	-	5,754
U.S. government securities	51	-	-	51
Domestic corporate debt securities	7,194	-	-	7,194
Global debt securities	1,270	-	-	1,270
Domestic equities	24,043	-	-	24,043
International equities	3,571	-	-	3,571
Emerging market equities	27	-	-	27
Real estate	11	-	-	11
Multi strategy fund	51,904	-	-	51,904
Guaranteed contract	-	-	92	92
Total deferred compensation plan assets	93,825	-	92	93,917
Beneficial interest in trusts	-	-	9,202	9,202
Total assets	$ 801,070	$ 209,986	$ 9,294	$ 1,020,350

The following tables set forth the financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above as of June 30, 2021 and 2020.

	2021		
(in thousands of dollars)	**Beneficial Interest in Perpetual Trust**	**Guaranteed Contract**	**Total**
Balances at beginning of year	$ 9,202	$ 92	$ 9,294
Net realized/unrealized gains (losses)	1,594	(92)	1,502
Balances at end of year	$ 10,796	$ -	$ 10,796

	2020		
(in thousands of dollars)	**Beneficial Interest in Perpetual Trust**	**Guaranteed Contract**	**Total**
Balances at beginning of year	$ 9,301	$ 89	$ 9,390
Net realized/unrealized (losses) gains	(99)	3	(96)
Balances at end of year	$ 9,202	$ 92	$ 9,294

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, 2021 and 2020.

8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2021 and 2020:

(in thousands of dollars)	2021	2020
Investments held in perpetuity	$ 64,498	$ 59,352
Healthcare services	38,869	33,976
Health education	26,934	16,849
Research	24,464	22,116
Charity care	15,377	12,366
Other	7,215	4,488
Purchase of equipment	6,913	3,081
	$ 184,270	$ 152,228

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, 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.

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, 2021 and 2020.

Endowment net asset composition by type of fund consists of the following at June 30, 2021 and 2020:

	2021		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 108,213	$ 108,213
Board-designated endowment funds	41,728	-	41,728
Total endowed net assets	$ 41,728	$ 108,213	$ 149,941

(in thousands of dollars)	2020 Without Donor Restrictions	2020 With Donor Restrictions	2020 Total
Donor-restricted endowment funds	$ -	$ 80,039	$ 80,039
Board-designated endowment funds	33,714	-	33,714
Total endowed net assets	$ 33,714	$ 80,039	$ 113,753

Changes in endowment net assets for the years ended June 30, 2021 and 2020 are as follows:

(in thousands of dollars)	2021 Without Donor Restrictions	2021 With Donor Restrictions	2021 Total
Balances at beginning of year	$ 33,714	$ 80,039	$ 113,753
Net investment return	7,192	17,288	24,480
Contributions	894	13,279	14,173
Transfers	-	418	418
Release of appropriated funds	(72)	(2,811)	(2,883)
Balances at end of year	$ 41,728	$ 108,213	$ 149,941
Balances at end of year		108,213	
Beneficial interest in perpetual trusts		9,721	
Net assets with donor restrictions		$ 117,934	

(in thousands of dollars)	2020 Without Donor Restrictions	2020 With Donor Restrictions	2020 Total
Balances at beginning of year	$ 31,421	$ 78,268	$ 109,689
Net investment return	713	1,460	2,173
Contributions	890	2,990	3,880
Transfers	14	267	281
Release of appropriated funds	676	(2,946)	(2,270)
Balances at end of year	$ 33,714	$ 80,039	$ 113,753
Balances at end of year		80,039	
Beneficial interest in perpetual trusts		6,782	
Net assets with donor restrictions		$ 86,821	

10. Long-Term Debt

A summary of long-term debt at June 30, 2021 and 2020 is as follows:

(in thousands of dollars)	2021	2020
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 2020A, principal maturing in varying annual amounts, through August 2059 (2)	125,000	125,000
Series 2017A, principal maturing in varying annual amounts, through August 2040 (3)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (3)	109,800	109,800
Series 2019A, principal maturing in varying annual amounts, through August 2043 (4)	99,165	99,165
Series 2018C, principal maturing in varying annual amounts, through August 2030 (5)	24,425	25,160
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	23,470	24,315
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2014A, principal maturing in varying annual amounts, through August 2022 (7)	12,385	19,765
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
Note payable		
Note payable to a financial institution due in monthly interest only payments through May 2035 (9)	125,000	125,000
Total obligated group debt	$ 1,053,637	$ 1,062,597

A summary of long-term debt at June 30, 2021 and 2020 is as follows (continued):

(in thousands of dollars)	2021	2020
Other		
Note payable to a financial institution payable in interest free monthly installments through December 2024; collateralized by associated equipment	$ 147	$ 287
Note payable to a financial institution with entire principal due June 2034; collateralized by land and building. The note payable is interest free	273	273
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046	2,489	2,560
Total nonobligated group debt	2,909	3,120
Total obligated group debt	1,053,637	1,062,597
Total long-term debt	1,056,546	1,065,717
Add: Original issue premium and discounts, net	86,399	89,542
Less: Current portion	9,407	9,467
Debt issuance costs, net	7,181	7,262
	$ 1,126,357	$ 1,138,530

Aggregate annual principal payments for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	2021
2022	$ 9,407
2023	6,602
2024	1,841
2025	4,778
2026	4,850
Thereafter	1,029,068
	$ 1,056,546

Dartmouth-Hitchcock Obligated Group (DHOG) Debt
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, APD. D-HH is designated as the obligated group agent.

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 non-operating 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 2020A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2020A in February, 2020. The proceeds from the Series 2020A Revenue Bonds are being used primarily to fund the construction of a 212,000 square foot inpatient pavilion in Lebanon, NH as well as various equipment. The interest on the Series 2020A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2059.

(3) 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.

(4) Series 2019A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2019A in October, 2019. The proceeds from the Series 2019A Revenue Bonds are being used primarily to fund the construction of a 91,000 square foot expansion of facilities in Manchester, NH to include an Ambulatory Surgical Center as well as various equipment. The interest on the Series 2019A Revenue Bonds is fixed with an interest rate of 4.00% and matures in variable amounts through 2043.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) Note payable to financial institution

The DHOG issued a note payable to TD Bank in May 2020. Issued in response to the COVID-19 pandemic, the proceeds from the note will be used to fund working capital as needed. The interest on the note payable is fixed with an interest rate of 2.56% and matures at various dates through 2035.

Outstanding joint and several indebtedness of the DHOG at June 30, 2021 and 2020 approximates $1,053,637,000 and $1,062,597,000, respectively.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $170,399,000 and $236,198,000 at June 30, 2021 and 2020, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 4). In addition, debt service reserves of approximately $8,035,000 and $9,286,000 at June 30, 2021 and 2020, respectively, are classified as other current assets in the accompanying consolidated balance sheets. The debt service reserves are mainly comprised of escrowed construction funds at June 30, 2021 and 2020.

For the years ended June 30, 2021 and 2020 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 $30,787,000 and $27,322,000 and other non-operating losses of $3,782,000 and $3,784,000, respectively, net of amounts capitalized.

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, 2021 and 2020:

(in thousands of dollars)	2021	2020
Service cost for benefits earned during the year	$ -	$ 170
Interest cost on projected benefit obligation	36,616	43,433
Expected return on plan assets	(63,261)	(62,436)
Net loss amortization	14,590	12,032
Total net periodic pension expense	$ (12,055)	$ (6,801)

The following assumptions were used to determine net periodic pension expense as of June 30, 2021 and 2020:

	2021	2020
Discount rate	3.00% - 3.10%	3.00% - 3.10%
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50%	7.50%

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, 2021 and 2020:

(in thousands of dollars)	2021	2020
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,209,100	$ 1,135,523
Service cost	-	170
Interest cost	36,616	43,433
Benefits paid	(52,134)	(70,778)
Expenses paid	-	(168)
Actuarial loss	(22,411)	139,469
Settlements	(30,950)	(38,549)
Benefit obligation at end of year	1,140,221	1,209,100
Change in plan assets		
Fair value of plan assets at beginning of year	929,453	897,717
Actual return on plan assets	87,446	121,245
Benefits paid	(52,134)	(70,778)
Expenses paid	-	(168)
Employer contributions	25,049	19,986
Settlements	(30,950)	(38,549)
Fair value of plan assets at end of year	958,864	929,453
Funded status of the plans	(181,357)	(279,647)
Less: Current portion of liability for pension	(46)	(46)
Long term portion of liability for pension	(181,311)	(279,601)
Liability for pension	$ (181,357)	$ (279,647)

As of June 30, 2021 and 2020, 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 $481,073,000 and $546,818,000 of net actuarial loss as of June 30, 2021 and 2020, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2021 for net actuarial losses is approximately $14,590,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,140,000,000 and $1,209,000,000 at June 30, 2021 and 2020, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2021 and 2020:

	2021	2020
Discount rate	3.30%	3.00% - 3.10%
Rate of increase in compensation	N/A	N/A

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 June 30, 2021, it is expected that the LDI strategy will hedge approximately 75% of the interest rate risk associated with pension liabilities. As of June 30, 2020, the expected LDI hedge was approximately 60%. 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	42
Global debt securities	6–26	4
Domestic equities	5–35	17
International equities	5–15	7
Emerging market equities	3–13	4
Global Equities	0-10	6
Real estate investment trust funds	0–5	1
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 both private equity and hedge funds rather than in securities underlying each fund and, therefore, the Health System generally considers such investments as Level 3, even though the underlying securities may not be difficult to value or may be readily marketable.

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, 2021 and 2020:

	2021					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ -	$ 53,763	$ -	$ 53,763	Daily	1
U.S. government securities	52,945	-	-	52,945	Daily–Monthly	1–15
Domestic debt securities	140,029	296,709	-	436,738	Daily–Monthly	1–15
Global debt securities	-	40,877	-	40,877	Daily–Monthly	1–15
Domestic equities	144,484	40,925	-	185,409	Daily–Monthly	1–10
International equities	17,767	51,819	-	69,586	Daily–Monthly	1–11
Emerging market equities	-	43,460	-	43,460	Daily–Monthly	1–17
Global equities	-	57,230		57,230	Daily–Monthly	1–17
REIT funds	-	3,329		3,329	Daily–Monthly	1–17
Private equity funds	-	-	15	15	See Note 6	See Note 6
Hedge funds	-	-	15,512	15,512	Quarterly–Annual	60–96
Total investments	$ 355,225	$ 588,112	$ 15,527	$ 958,864		

(in thousands of dollars)	2020 Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ -	$ 7,154	$ -	$ 7,154	Daily	1
U.S. government securities	49,843		-	49,843	Daily–Monthly	1–15
Domestic debt securities	133,794	318,259	-	452,053	Daily–Monthly	1–15
Global debt securities	-	69,076	-	69,076	Daily–Monthly	1–15
Domestic equities	152,688	24,947	-	177,635	Daily–Monthly	1–10
International equities	13,555	70,337	-	83,892	Daily–Monthly	1–11
Emerging market equities	-	39,984	-	39,984	Daily–Monthly	1–17
REIT funds	-	2,448	-	2,448	Daily–Monthly	1–17
Private equity funds	-	-	17	17	See Note 7	See Note 7
Hedge funds	-	-	47,351	47,351	Quarterly–Annual	60–96
Total investments	$ 349,880	$ 532,205	$ 47,368	$ 929,453		

The following tables present additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2021 and 2020:

(in thousands of dollars)	2021 Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 47,351	$ 17	$ 47,368
Sales	(38,000)	-	(38,000)
Net unrealized gains (losses)	6,161	(2)	6,159
Balances at end of year	$ 15,512	$ 15	$ 15,527

(in thousands of dollars)	2020 Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 44,126	$ 21	$ 44,147
Net unrealized losses	3,225	(4)	3,221
Balances at end of year	$ 47,351	$ 17	$ 47,368

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2021 and 2020 were approximately $7,635,000 and $18,261,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2021 and 2020.

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, 2021 and 2020.

The weighted average asset allocation for the Health System's Plans at June 30, 2021 and 2020 by asset category is as follows:

	2021	2020
Cash and short-term investments	6 %	1 %
U.S. government securities	5	5
Domestic debt securities	46	49
Global debt securities	4	8
Domestic equities	19	19
International equities	7	9
Emerging market equities	5	4
Global equities	6	0
Hedge funds	2	5
	100 %	100 %

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 $25,045,000 to the Plans in 2022 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)	
2022	$ 54,696
2023	57,106
2024	59,137
2025	60,930
2026	62,514
2027 – 2031	327,482

Effective May 1, 2020, the Health System terminated a defined benefit plan and settled the accumulated benefit obligation of $18,795,000 by purchasing nonparticipating annuity contracts. The plan assets at fair value were $11;836,000.

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 $60,268,000 and $51,222,000 in 2021 and 2020, 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 2021 and 2020 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, 2021 and 2020:

(in thousands of dollars)	2021	2020
Service cost	$ 533	$ 609
Interest cost	1,340	1,666
Net prior service income	(3,582)	(5,974)
Net loss amortization	738	469
	$ (971)	$ (3,230)

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, 2021 and 2020:

(in thousands of dollars)	2021	2020
Change in benefit obligation		
Benefit obligation at beginning of year	$ 48,078	$ 46,671
Service cost	533	609
Interest cost	1,340	1,666
Benefits paid	(3,439)	(3,422)
Actuarial loss	383	2,554
Employer contributions	(32)	-
Benefit obligation at end of year	46,863	48,078
Funded status of the plans	$ (46,863)	$ (48,078)
Current portion of liability for postretirement medical and life benefits	$ (3,422)	$ (3,422)
Long term portion of liability for postretirement medical and life benefits	(43,441)	(44,656)
Liability for postretirement medical and life benefits	$ (46,863)	$ (48,078)

As of June 30, 2021 and 2020, 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:

(in thousands of dollars)	2021	2020
Net prior service income	$ -	$ (3,582)
Net actuarial loss	9,981	10,335
	$ 9,981	$ 6,753

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2022 for net losses is approximately $751,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2021 and thereafter:

(in thousands of dollars)	
2022	$ 3,422
2023	3,602
2024	3,651
2025	3,575
2026	3,545
2027-2031	16,614

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 3.10% in 2021 and an assumed healthcare cost trend rate of 6.50%, trending down to 5.00% in 2027 and thereafter.

12. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, CMC, NLH, APD, MAHHC, and VNH 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 APD 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. D-H 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, 2021 and 2020, are summarized as follows:

	2021		
	HAC	RRG	Total
(in thousands of dollars)			
Assets	$ 71,772	$ 3,583	$ 75,355
Shareholders' equity	13,620	50	13,670

	2020		
	HAC	RRG	Total
(in thousands of dollars)			
Assets	$ 93,686	$ 1,785	$ 95,471
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.

Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from $10,000,000 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 30, 2022. There was no outstanding balance under the lines of credit as of June 30, 2021 and 2020. Interest expense was approximately $28,000 and $20,000, 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, 2021:

	2021			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 1,019,272	$ 164,937	$ 1,701	$ 1,185,910
Employee benefits	212,953	88,786	403	302,142
Medical supplies and medications	540,541	4,982	-	545,523
Purchased services and other	252,705	125,931	5,313	383,949
Medicaid enhancement tax	72,941	-	-	72,941
Depreciation and amortization	38,945	49,943	33	88,921
Interest	8,657	22,123	7	30,787
Total operating expenses	$ 2,146,014	$ 456,702	$ 7,457	$ 2,610,173

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 9,200	$ 4,354	$ 5	$ 13,559
Total non-operating income	$ 9,200	$ 4,354	$ 5	$ 13,559

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2020:

	2020			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 981,320	$ 161,704	$ 1,799	$ 1,144,823
Employee benefits	231,361	41,116	395	272,872
Medical supplies and medications	454,143	1,238	-	455,381
Purchased services and other	236,103	120,563	3,830	360,496
Medicaid enhancement tax	76,010	-	-	76,010
Depreciation and amortization	26,110	65,949	105	92,164
Interest	5,918	21,392	12	27,322
Total operating expenses	$ 2,010,965	$ 411,962	$ 6,141	$ 2,429,068

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 9,239	$ 1,549	$ 22	$ 10,810
Total non-operating income	$ 9,239	$ 1,549	$ 22	$ 10,810

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, 2021 and 2020 to meet cash needs for general expenditures within one year of June 30, 2021 and 2020, are as follows:

(in thousands of dollars)	2021	2020
Cash and cash equivalents	$ 374,928	$ 453,223
Patient accounts receivable	232,161	183,819
Assets limited as to use	1,378,479	1,134,526
Other investments for restricted activities	168,035	140,580
Total financial assets	$ 2,153,603	$ 1,912,148
Less: Those unavailable for general expenditure within one year:		
Investments held by captive insurance companies	57,239	54,596
Investments for restricted activities	168,035	140,580
Bond proceeds held for capital projects	178,434	245,484
Other investments with liquidity horizons greater than one year	111,390	111,408
Total financial assets available within one year	$ 1,638,505	$ 1,360,080

For the years ended June 30, 2021 and June 30, 2020, the Health System generated positive cash flow from operations of approximately $95,740,000 and $269,144,000, 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. Lease Commitments

D-HH determines if an arrangement is or contains a lease at inception of the contract. Right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. We use the implicit rate noted within the contract. If not readily available, we use our estimated incremental borrowing rate, which is derived using a collateralized borrowing rate for the same currency and term as the associated lease. A right-of-use asset and lease liability is not recognized for leases with an initial term of 12 months or less and we recognize lease expense for these leases on a straight-line basis over the lease term within lease and rental expense.

Our operating leases are primarily for real estate, including certain acute care facilities, off-campus outpatient facilities, medical office buildings, and corporate and other administrative offices. Our real estate lease agreements typically have initial terms of 5 to 10 years. These real estate leases may include one or more options to renew, with renewals that can extend the lease term from 2 to 5 years. The exercise of lease renewal options is at our sole discretion. When determining the lease term, we included options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

Certain lease agreements for real estate include payments based on actual common area maintenance expenses and/or rental payments adjusted periodically for inflation. These variable lease payments are recognized in other occupancy costs in the consolidated statements of operations and changes in net assets but are not included in the right-of-use asset or liability balances in our consolidated balance sheets. Lease agreements do not contain any material residual value guarantees, restrictions or covenants.

The components of lease expense for the year ended June 30, 2021 and 2020 are as follows:

(in thousands of dollars)	2021	2020
Operating lease cost	10,381	8,992
Variable and short term lease cost (a)	8,019	1,497
Total lease and rental expense	18,400	10,489
Finance lease cost:		
Depreciation of property under finance lease	3,408	2,454
Interest on debt of property under finance lease	533	524
Total finance lease cost	3,941	2,978

(a) Includes equipment, month-to-month and leases with a maturity of less than 12 months.

Supplemental cash flow information related to leases for the year ended June 30, 2021 and 2020 are as follows:

(in thousands of dollars)	2021	2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	10,611	8,755
Operating cash flows from finance leases	533	542
Financing cash flows from finance leases	3,108	2,429
	$ 14,252	$ 11,726

Supplemental balance sheet information related to leases as of June 30, 2021 and 2020 are as follows:

(in thousands of dollars)	2021	2020
Operating Leases		
Right of use assets - operating leases	51,410	42,621
Accumulated amortization	(15,180)	(8,425)
Right of use assets - operating leases, net	**36,230**	**34,196**
Current portion of right of use obligations	8,038	9,194
Long-term right of use obligations, excluding current portion	28,686	25,308
Total operating lease liabilities	**36,724**	**34,502**
Finance Leases		
Right of use assets - finance leases	27,940	26,076
Accumulated depreciation	(5,760)	(2,687)
Right of use assets - finance leases, net	**22,180**	**23,389**
Current portion of right of use obligations	3,251	2,581
Long-term right of use obligations, excluding current portion	19,481	21,148
Total finance lease liabilities	**22,732**	**23,729**
Weighted Average remaining lease term, years		
Operating leases	6.75	4.64
Finance leases	18.73	19.39
Weighted Average discount rate		
Operating leases	2.12%	2.24%
Finance leases	2.14%	2.22%

The System obtained $7.6 million and $2.1 million of new and modified operating and financing leases, respectively, during the year ended June 30, 2021.

Upon adoption, included in the $42.6 million of right-of-use assets obtained in exchange for operating lease obligations is $5.6 million of new and modified operating leases entered into during the year ended June 30, 2020. Included in the $26.1 million of right-of-use assets obtained in exchange for finance lease obligations is $2.3 million of new and modified operating leases entered into during the year ended June 30, 2020.

Future maturities of lease liabilities as of June 30, 2021 are as follows:

(in thousands of dollars)	Operating Leases	Finance Leases
Year ending June 30:		
2022	8,721	3,698
2023	7,331	3,363
2024	6,336	2,265
2025	3,537	1,229
2026	2,475	850
Thereafter	11,249	16,488
Total lease payments	39,649	27,893
Less: Imputed interest	2,925	5,161
Total lease payments	$ 36,724	$ 22,732

17. Subsequent Events

The Health System has assessed the impact of subsequent events through November 18, 2021, 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.

Consolidating Supplemental Information – Unaudited

(in thousands of dollars)	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	$ 1,826	$ 226,779	$ 35,146	$ 41,371	$ 26,814	$ 18,350	$ -	$ 350,286	$ 24,642	$ -	$ 374,928
Patient accounts receivable, net	-	198,350	13,238	6,779	6,699	6,522	-	229,588	2,573	-	232,161
Prepaid expenses and other current assets	23,267	151,336	20,932	2,012	4,771	1,793	(35,942)	168,169	(10,634)	(217)	157,318
Total current assets	25,093	574,465	69,316	50,162	38,284	26,665	(35,942)	748,043	16,581	(217)	764,407
Assets limited as to use	380,020	1,039,327	19,016	15,480	16,725	20,195	(169,849)	1,320,914	57,565	-	1,378,479
Notes receivable, related party	845,157	11,769	-	1,010	-	-	(856,926)	1,010	(1,010)	-	-
Other investments for restricted activities	248	111,209	12,212	1,128	4,266	7,699	-	136,762	31,273	-	168,035
Property, plant, and equipment, net	-	501,840	64,101	22,623	47,232	15,403	-	650,999	29,434	-	680,433
Right of use assets, net	1,233	32,343	2,396	16,104	360	5,819	-	58,255	155	-	58,410
Other assets	2,431	146,226	1,315	14,380	7,282	5,172	-	176,806	292	-	177,098
Total assets	$ 1,254,182	$ 2,416,979	$ 168,356	$ 120,887	$ 114,149	$ 80,953	$ (1,062,717)	$ 3,092,789	$ 134,290	$ (217)	$ 3,226,862
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 7,575	$ 865	$ 777	$ 91	$ -	$ -	$ 9,308	$ 99	$ -	$ 9,407
Current portion of right of use obligations	354	8,369	656	1,078	197	550	-	11,204	85	-	11,289
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	207,566	99,374	11,911	2,455	4,968	5,858	(205,791)	126,341	5,100	(217)	131,224
Accrued compensation and related benefits	-	156,073	8,648	5,706	4,407	5,343	-	180,177	1,893	-	182,070
Estimated third-party settlements	-	160,410	31,226	27,006	26,902	6,230	-	251,774	769	-	252,543
Total current liabilities	207,920	435,269	53,306	37,022	36,565	17,981	(205,791)	582,272	7,946	(217)	590,001
Notes payable, related party	-	811,563	-	-	27,793	17,570	(856,926)	-	-	-	-
Long-term debt, excluding current portion	1,047,659	29,846	22,753	23,558	55	(115)	-	1,123,756	2,601	-	1,126,357
Right of use obligations, excluding current portion	879	24,463	1,876	15,351	172	5,357	-	48,098	69	-	48,167
Insurance deposits and related liabilities	-	78,528	475	325	388	218	-	79,934	40	-	79,974
Liability for pension and other postretirement plan benefits, excluding current portion	-	218,955	5,288	-	-	511	-	224,752	-	-	224,752
Other liabilities	-	179,497	4,224	4,534	4,142	-	-	192,397	22,317	-	214,714
Total liabilities	1,256,458	1,778,121	87,920	80,790	69,115	41,522	(1,062,717)	2,251,209	32,973	(217)	2,283,985
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	(2,524)	526,153	65,224	38,969	39,557	29,838	-	697,217	61,370	40	758,627
Net assets with donor restrictions	248	112,705	15,212	1,128	5,477	9,593	-	144,363	39,947	(40)	184,270
Total net assets	(2,276)	638,858	80,436	40,097	45,034	39,431	-	841,580	101,317	-	942,897
Total liabilities and net assets	$ 1,254,182	$ 2,416,979	$ 168,356	$ 120,887	$ 114,149	$ 80,953	$ (1,062,717)	$ 3,092,789	$ 134,290	$ (217)	$ 3,226,862

(in thousands of dollars)	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	$ 1,826	$ 227,402	$ 44,165	$ 26,814	$ 18,609	$ 50,451	$ 5,661	$ -	$ 374,928
Patient accounts receivable, net	-	196,350	13,238	6,699	6,620	6,779	2,475	-	232,161
Prepaid expenses and other current assets	23,267	151,677	10,195	4,771	1,808	1,418	341	(36,159)	157,318
Total current assets	25,093	575,429	67,598	38,284	27,037	58,648	8,477	(36,159)	764,407
Assets limited as to use	380,020	1,066,781	20,459	16,725	21,533	15,480	27,330	(169,849)	1,378,479
Notes receivable, related party	845,157	11,769	-	-	-	-	-	(856,926)	-
Other investments for restricted activities	248	119,371	34,921	4,266	7,698	1,501	30	-	168,035
Property, plant, and equipment, net	-	504,315	67,543	47,232	16,932	41,218	3,193	-	680,433
Right of use assets, net	1,233	32,343	2,396	360	5,820	16,104	154	-	58,410
Other assets	2,431	146,408	10,286	7,282	2,715	7,534	442	-	177,098
Total assets	$ 1,254,182	$ 2,456,416	$ 203,203	$ 114,149	$ 81,735	$ 140,485	$ 39,626	$ (1,062,934)	$ 3,226,862
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 7,575	$ 865	$ 91	$ 26	$ 777	$ 73	$ -	$ 9,407
Current portion of right of use obligations	354	8,369	656	197	550	1,078	85	-	11,289
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	207,566	99,682	12,032	4,968	5,983	2,920	4,081	(206,008)	131,224
Accrued compensation and related benefits	-	156,073	8,648	4,407	5,385	6,116	1,441	-	182,070
Estimated third-party settlements	-	160,410	31,226	26,902	6,231	27,006	768	-	252,543
Total current liabilities	207,920	435,577	53,427	36,565	18,175	37,897	6,448	(206,008)	590,001
Notes payable, related party	-	811,563	-	27,793	17,570	-	-	(856,926)	-
Long-term debt, excluding current portion	1,047,659	29,846	22,753	55	131	23,496	2,417	-	1,126,357
Right of use obligations, excluding current portion	879	24,463	1,876	172	5,357	15,351	69	-	48,167
Insurance deposits and related liabilities	-	78,528	476	388	218	325	39	-	79,974
Liability for pension and other postretirement plan benefits, excluding current portion	-	218,955	5,286	-	511	-	-	-	224,752
Other liabilities	-	179,497	4,223	4,142	-	26,852	-	-	214,714
Total liabilities	1,256,458	1,778,429	88,041	69,115	41,962	103,921	8,973	(1,062,934)	2,283,965
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	(2,524)	557,101	68,586	39,557	30,181	35,063	30,623	40	758,627
Net assets with donor restrictions	248	120,886	46,576	5,477	9,592	1,501	30	(40)	184,270
Total net assets	(2,276)	677,987	115,162	45,034	39,773	36,564	30,653	-	942,897
Total liabilities and net assets	$ 1,254,182	$ 2,456,416	$ 203,203	$ 114,149	$ 81,735	$ 140,485	$ 39,626	$ (1,062,934)	$ 3,226,862

(in thousands of dollars)	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	$ 108,856	$ 217,352	$ 43,940	$ 26,079	$ 22,874	$ 14,377	$ -	$ 433,478	$ 19,745	$ -	$ 453,223
Patient accounts receivable, net	-	146,886	11,413	8,634	10,200	4,367	-	181,500	2,319	-	183,819
Prepaid expenses and other current assets	25,243	179,432	37,538	3,808	6,105	1,715	(82,822)	171,019	(8,870)	(243)	161,906
Total current assets	134,099	543,670	92,891	38,521	39,179	20,459	(82,822)	785,997	13,194	(243)	798,948
Assets limited as to use	344,737	927,207	19,376	13,044	12,768	12,090	(235,568)	1,093,654	40,872	-	1,134,526
Notes receivable, related party	848,250	593	-	1,211	-	-	(848,843)	1,211	(1,211)	-	-
Other investments for restricted activities	-	98,490	6,970	97	3,077	6,266	-	114,900	25,680	-	140,580
Property, plant, and equipment, net	8	466,938	64,803	20,805	43,612	16,823	-	612,989	30,597	-	643,586
Right of use assets	1,542	32,714	1,822	17,574	621	3,221	-	57,494	91	-	57,585
Other assets	2,242	122,481	1,299	14,748	5,482	4,603	(10,971)	139,884	(2,546)	-	137,338
Total assets	$ 1,330,878	$ 2,192,093	$ 187,161	$ 106,000	$ 104,739	$ 63,462	$ (1,178,204)	$ 2,806,129	$ 106,677	$ (243)	$ 2,912,563
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 7,380	$ 865	$ 747	$ 147	$ 232	$ -	$ 9,371	$ 96	$ -	$ 9,467
Current portion of right of use obligations	338	8,752	420	1,316	259	631	-	11,716	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	272,764	126,283	39,845	3,087	4,250	3,406	(318,391)	131,244	(1,985)	(243)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,570	3,875	3,582	-	141,151	1,840	-	142,991
Estimated third-party settlements	-	210,144	34,664	25,421	24,667	6,430	-	301,326	1,199	-	302,525
Total current liabilities	273,102	478,419	83,526	34,141	33,198	14,281	(318,391)	598,276	1,209	(243)	599,242
Notes payable, related party	-	814,525	-	-	27,718	6,600	(848,843)	-	-	-	-
Long-term debt, excluding current portion	1,050,694	37,373	23,617	24,312	147	10,595	(10,970)	1,135,768	2,762	-	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,432	16,429	368	2,698	-	46,420	36	-	46,456
Insurance deposits and related liabilities	-	75,697	475	325	388	220	-	77,105	41	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	-	511	-	324,258	(1)	-	324,257
Other liabilities	-	117,631	1,506	384	2,026	-	-	121,547	22,131	-	143,678
Total liabilities	1,324,999	1,849,842	132,396	75,591	63,845	34,905	(1,178,204)	2,303,374	26,178	(243)	2,329,309
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	5,524	242,824	47,729	29,464	36,158	21,247	-	382,946	48,040	40	431,026
Net assets with donor restrictions	355	99,427	7,036	945	4,736	7,310	-	119,809	32,459	(40)	152,228
Total net assets	5,879	342,251	54,765	30,409	40,894	28,557	-	502,755	80,499	-	583,254
Total liabilities and net assets	$ 1,330,878	$ 2,192,093	$ 187,161	$ 106,000	$ 104,739	$ 63,462	$ (1,178,204)	$ 2,806,129	$ 106,677	$ (243)	$ 2,912,563

(in thousands of dollars)	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	$ 108,856	$ 218,295	$ 47,642	$ 22,874	$ 14,568	$ 34,072	$ 6,916	$ -	$ 453,223
Patient accounts receivable, net	-	146,887	11,413	10,200	4,439	8,634	2,246	-	183,819
Prepaid expenses and other current assets	25,243	180,137	27,607	6,105	1,737	2,986	1,156	(83,065)	161,906
Total current assets	134,099	545,319	86,662	39,179	20,744	45,692	10,318	(83,065)	798,948
Assets limited as to use	344,737	946,938	18,001	12,768	13,240	13,044	21,366	(235,568)	1,134,526
Notes receivable, related party	848,250	593	-	-	-	-	-	(848,843)	-
Other investments for restricted activities	-	105,869	25,272	3,077	6,265	97	-	-	140,580
Property, plant, and equipment, net	8	469,613	68,374	43,612	18,432	40,126	3,421	-	643,586
Right of use assets, net	1,542	32,714	1,822	621	3,220	17,574	92	-	57,585
Other assets	2,242	122,647	7,429	5,482	2,152	8,199	158	(10,971)	137,338
Total assets	$ 1,330,878	$ 2,223,693	$ 207,560	$ 104,739	$ 64,053	$ 124,732	$ 35,355	$ (1,178,447)	$ 2,912,563
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 7,380	$ 865	$ 147	$ 257	$ 747	$ 71	$ -	$ 9,467
Current portion of right of use obligations	338	8,752	420	259	631	1,316	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	272,762	126,684	35,117	4,251	3,517	3,528	1,791	(318,634)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,875	3,626	3,883	1,483	-	142,991
Estimated third-party settlements	-	210,143	34,664	24,667	6,430	25,421	1,200	-	302,525
Total current liabilities	273,100	478,819	78,798	33,199	14,461	34,895	4,604	(318,634)	599,242
Notes payable, related party	-	814,525	-	27,718	6,600	-	-	(848,843)	-
Long-term debt, excluding current portion	1,050,694	37,373	23,618	147	10,867	24,312	2,489	(10,970)	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,433	368	2,700	16,429	33	-	46,456
Insurance deposits and related liabilities	-	75,697	475	388	222	325	39	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	510	-	-	-	324,257
Other liabilities	-	117,631	1,506	2,026	-	22,515	-	-	143,678
Total liabilities	1,324,997	1,850,242	127,670	63,846	35,360	98,476	7,165	(1,178,447)	2,329,309
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	5,526	266,327	48,549	36,158	21,385	24,881	28,160	40	431,026
Net assets with donor restrictions	355	107,124	31,341	4,735	7,308	1,375	30	(40)	152,228
Total net assets	5,881	373,451	79,890	40,893	28,693	26,256	28,190	-	583,254
Total liabilities and net assets	$ 1,330,878	$ 2,223,693	$ 207,560	$ 104,739	$ 64,053	$ 124,732	$ 35,355	$ (1,178,447)	$ 2,912,563

(in thousands of dollars)	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	$ -	$ 1,683,612	$ 230,810	$ 82,373	$ 61,814	$ 59,686	$ -	$ 2,118,295	$ 19,992	$ -	$ 2,138,287
Contracted revenue	7,266	129,880	379	-	162	2,963	(55,753)	84,897	380	(14)	85,263
Other operating revenue	29,784	404,547	6,775	1,905	4,370	1,175	(37,287)	411,269	15,490	(1,801)	424,958
Net assets released from restrictions	197	12,631	1,182	61	200	201	-	14,472	729	-	15,201
Total operating revenue and other support	37,247	2,230,670	239,146	84,339	66,546	64,025	(93,040)	2,628,933	36,591	(1,815)	2,663,709
Operating expenses											
Salaries	-	988,595	118,678	40,567	33,611	29,119	(42,565)	1,168,005	16,800	1,105	1,185,910
Employee benefits	-	251,774	29,984	7,141	6,550	7,668	(5,159)	297,958	3,877	307	302,142
Medications and medical supplies	-	481,863	41,669	9,776	7,604	3,275	(85)	544,102	1,421	-	545,523
Purchased services and other	19,503	291,364	33,737	12,396	16,591	14,884	(18,065)	370,410	15,395	(1,856)	383,949
Medicaid enhancement tax	-	57,312	8,315	3,075	2,523	1,716	-	72,941	-	-	72,941
Depreciation and amortization	10	67,666	8,623	3,366	4,364	2,617	-	88,646	2,275	-	88,921
Interest	32,324	24,158	936	875	1,077	510	(29,495)	30,385	402	-	30,787
Total operating expenses	51,837	2,162,732	241,942	77,196	72,320	59,789	(95,369)	2,570,447	40,170	(444)	2,610,173
Operating (loss) margin	(14,590)	67,938	(2,796)	7,143	(5,774)	4,236	2,329	58,486	(3,579)	(1,371)	53,536
Non-operating gains (losses)											
Investment income (losses), net	1,223	172,461	3,546	2,495	4,506	3,875	(137)	187,969	15,807	-	203,776
Other components of net periodic pension and post retirement benefit income	-	13,028	547	-	-	(16)	-	13,559	-	-	13,559
Other (losses) income, net	(3,540)	(653)	(332)	-	2	194	(2,192)	(6,521)	917	1,371	(4,233)
Total non-operating (losses) gains, net	(2,317)	184,836	3,761	2,495	4,508	4,053	(2,329)	195,007	16,724	1,371	213,102
(Deficiency) excess of revenue over expenses	(16,907)	252,774	965	9,638	(1,266)	8,289	-	253,493	13,145	-	266,638
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	1,076	600	-	108	224	-	2,008	9	-	2,017
Change in funded status of pension and other postretirement benefits	-	43,047	16,007	-	-	78	-	59,132	-	-	59,132
Net assets transferred to (from) affiliates	8,859	(13,548)	(42)	-	4,557	-	-	(174)	174	-	-
Other changes in net assets	-	(20)	(35)	(120)	-	-	-	(175)	(11)	-	(186)
Increase in net assets without donor restrictions	$ (8,048)	$ 283,329	$ 17,495	$ 9,518	$ 3,399	$ 8,591	$ -	$ 314,284	$ 13,317	$ -	$ 327,601

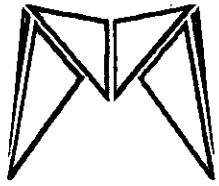
(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	$ -	$ 1,683,612	$ 230,810	$ 61,814	$ 59,672	$ 82,373	$ 20,006	$ -	$ 2,138,287
Contracted revenue	7,266	130,261	379	161	2,963	-	-	(55,767)	85,263
Other operating revenue	29,784	406,911	6,862	4,370	2,839	11,997	1,283	(39,088)	424,958
Net assets released from restrictions	197	13,290	1,196	199	201	118	-	-	15,201
Total operating revenue and other support	37,247	2,234,074	239,247	66,544	65,675	94,488	21,289	(94,855)	2,663,709
Operating expenses									
Salaries	-	988,595	118,711	33,611	29,986	44,240	12,227	(41,460)	1,185,910
Employee benefits	-	251,774	29,994	6,550	7,820	7,884	2,972	(4,852)	302,142
Medications and medical supplies	-	481,863	41,669	7,604	3,270	9,784	1,418	(85)	545,523
Purchased services and other	19,505	294,228	33,912	16,589	15,395	15,455	8,786	(19,921)	383,949
Medicaid enhancement tax	-	57,312	8,315	2,523	1,716	3,075	-	-	72,941
Depreciation and amortization	10	67,666	8,752	4,364	2,741	5,003	385	-	88,921
Interest	32,324	24,158	936	1,077	510	1,217	60	(29,495)	30,787
Total operating expenses	51,839	2,165,596	242,289	72,318	61,438	86,658	25,848	(95,813)	2,610,173
Operating (loss) margin	(14,592)	68,478	(3,042)	(5,774)	4,237	7,830	(4,559)	958	53,536
Non-operating gains (losses)									
Investment income (losses), net	1,223	179,357	6,317	4,506	4,066	2,472	5,972	(137)	203,776
Other components of net periodic pension and post retirement benefit income	-	13,028	547	-	(16)	-	-	-	13,559
Other (losses) income, net	(3,540)	(653)	(346)	2	207	-	918	(821)	(4,233)
Total non-operating (losses) gains, net	(2,317)	191,732	6,518	4,508	4,257	2,472	6,890	(958)	213,102
(Deficiency) excess of revenue over expenses	(16,909)	260,210	3,476	(1,266)	8,494	10,302	2,331	-	266,638
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	1,085	600	108	224	-	-	-	2,017
Change in funded status of pension and other postretirement benefits	-	43,047	16,007	-	78	-	-	-	59,132
Net assets transferred to (from) affiliates	8,859	(13,548)	-	4,557	-	-	132	-	-
Other changes in net assets	-	(20)	(46)	-	-	(120)	-	-	(186)
Increase in net assets without donor restrictions	$ (8,050)	$ 290,774	$ 20,037	$ 3,399	$ 8,796	$ 10,182	$ 2,463	$ -	$ 327,601

(in thousands of dollars)	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	$ -	$ 1,490,516	$ 207,416	$ 65,496	$ 53,943	$ 41,349	$ -	$ 1,858,720	$ 21,305	$ -	$ 1,880,025
Contracted revenue	5,369	114,906	400	-	10	7,427	(54,543)	73,569	498	(39)	74,028
Other operating revenue	26,349	321,028	16,406	7,179	10,185	7,847	(28,972)	360,022	15,128	(528)	374,622
Net assets released from restrictions	409	13,013	1,315	162	160	84	-	15,143	1,117	-	16,260
Total operating revenue and other support	32,127	1,939,463	225,537	72,837	64,298	56,707	(83,515)	2,307,454	38,048	(567)	2,344,935
Operating expenses											
Salaries	-	947,275	115,777	37,596	33,073	27,600	(34,706)	1,126,615	17,007	1,201	1,144,823
Employee benefits	-	227,138	26,979	6,214	6,741	6,344	(4,864)	268,552	4,009	311	272,872
Medications and medical supplies	-	401,165	36,313	8,390	5,140	2,944	-	453,952	1,429	-	455,381
Purchased services and other	13,615	284,714	31,864	11,639	14,311	13,351	(20,942)	348,552	13,943	(1,999)	360,496
Medicaid enhancement tax	-	59,708	8,476	3,226	2,853	1,747	-	76,010	-	-	76,010
Depreciation and amortization	14	71,108	9,351	3,361	3,601	2,475	-	89,910	2,254	-	92,164
Interest	25,780	23,431	953	906	1,097	252	(25,412)	27,007	315	-	27,322
Total operating expenses	39,409	2,014,539	229,713	71,332	66,816	54,713	(85,924)	2,390,598	38,957	(487)	2,429,068
Operating (loss) margin	(7,282)	(75,076)	(4,176)	1,505	(2,518)	1,994	2,409	(83,144)	(909)	(80)	(84,133)
Non-operating gains (losses)											
Investment income (losses), net	4,877	18,522	714	292	359	433	(198)	24,999	2,048	-	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	-	134	-	10,810	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(205)	544	4,317	(2,211)	(3,133)	346	80	(2,707)
Total non-operating gains (losses), net	945	26,238	2,028	87	903	4,884	(2,409)	32,676	2,394	80	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(48,838)	(2,148)	1,592	(1,615)	6,878	-	(50,468)	1,485	-	(48,983)
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	564	179	-	344	300	-	1,387	27	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	-	(7,188)	-	(79,022)	-	-	(79,022)
Net assets transferred to (from) affiliates	4,375	(7,269)	(32)	219	1,911	15	-	(781)	781	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	(2,316)	-	(2,316)
Increase in net assets without donor restrictions	$ (1,962)	$ (114,056)	$ (15,322)	$ 1,811	$ 640	$ 5	$ -	$ (128,884)	$ (23)	$ -	$ (128,907)

(in thousands of dollars)	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	$ -	$ 1,490,516	$ 207,416	$ 53,943	$ 41,348	$ 65,496	$ 21,306	$ -	$ 1,880,025
Contracted revenue	5,369	115,403	400	10	7,427	-	-	(54,581)	74,028
Other operating revenue	26,349	323,151	16,472	10,185	9,482	16,726	1,757	(29,500)	374,622
Net assets released from restrictions	409	13,660	1,335	160	83	613	-	-	16,260
Total operating revenue and other support	32,127	1,942,730	225,623	64,298	58,340	82,835	23,063	(84,081)	2,344,935
Operating expenses									
Salaries	-	947,275	115,809	33,073	28,477	41,085	12,608	(33,504)	1,144,823
Employee benefits	-	227,138	26,988	6,741	6,517	7,123	2,918	(4,553)	272,872
Medications and medical supplies	-	401,165	36,313	5,140	2,941	8,401	1,421	-	455,381
Purchased services and other	13,615	287,948	32,099	14,311	13,767	14,589	7,108	(22,941)	360,496
Medicaid enhancement tax	-	59,708	8,476	2,853	1,747	3,226	-	-	76,010
Depreciation and amortization	14	71,109	9,480	3,601	2,596	5,004	360	-	92,164
Interest	25,780	23,431	953	1,097	252	1,159	62	(25,412)	27,322
Total operating expenses	39,409	2,017,774	230,118	66,816	56,297	80,587	24,477	(86,410)	2,429,068
Operating (loss) margin	(7,282)	(75,044)	(4,495)	(2,518)	2,043	2,248	(1,414)	2,329	(84,133)
Non-operating gains (losses)									
Investment income (losses), net	4,877	19,361	1,305	359	463	292	588	(198)	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	134	-	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(25)	4,318	(205)	914	(2,131)	(2,707)
Total non-operating gains (losses), net	945	27,077	2,619	334	4,915	87	1,502	(2,329)	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(47,967)	(1,876)	(2,184)	6,958	2,335	88	-	(48,983)
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	591	179	344	300	-	-	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	(7,188)	-	-	-	(79,022)
Net assets transferred to (from) affiliates	4,377	(7,282)	10	1,911	15	219	750	-	-
Other changes in net assets	-	-	(2,316)	-	-	-	-	-	(2,316)
Increase (decrease) in net assets without donor restrictions	$ (1,960)	$ (113,171)	$ (17,324)	$ 71	$ 85	$ 2,554	$ 838	$ -	$ (128,907)

Cheshire Medical Center Board - 2021

LastName	FirstName	MiddleName
Abert	Susan	
Bahl	Ashok	
Bodin	Mark	G
Caruso	Don	
Cotter	Elizabeth	B
Duckett	Barbara	R
Fabian	Claire	
Gavin	Mark	
Hansen	Harold	R
Holmes	Cherie	
Houder	Nathalie	
Kapiloff	Michael	
LeBlanc	Stephen	J
Lovins	Rachel	
Mitchell	Robert	
Padin	Maria	
Tremblay	Andrew	
Waters	Michael	J



Maera Cramer

QUALIFICATIONS

9 years experience working in the main office of the Compass School performing a wide variety of tasks
High levels of experience with computers and the Microsoft Office Suite
Hard working, dependable and adaptable

EDUCATION

Bachelor of Fine Arts in Visual Communication, Magna Cum Laude - May 2009
Cazenovia College Cazenovia NY

EXPERIENCE

Program Assistant - *Center for Population Health, Cheshire Medical Center NH* *2019-Present*
Provided administrative support to the Center for Population Health
Duties include: answering phones; purchasing; data entry; graphics design; social media; online meeting management and providing support to staff.

Program Assistant - *Greater Monadnock Regional Public Health Network. NH* *2019-Present*
Provided administrative support to the Greater Monadnock Regional Public Health Network
Duties include: purchasing; data entry; graphics design; social media; online meeting management; taking of meeting minutes; and providing support to staff.

Administrative Assistant - *Compass School, Westminster VT* *2010-2019*
Managed the office and interacted with parents and students while performing other secretarial duties.
Duties included: answering phones; purchasing; data entry; student records processing; attendance tracking; and providing support to both faculty and students.

Graphics Designer - *Compass School, Westminster VT* *2010-2019*
Worked closely with the Development Director to unify and produce the Compass School brand.
Duties included: design and production of printed materials; print ad design and ordering of merchandise.

Freelance Graphics Designer - *Main Street Arts* *Summer 2011*
Did design and layout of the *SafeMeasures™ Facilitator's Guide To Improving School Climate and Learning* handbook, as well as several smaller design projects for their presentations.

Customer Support and Web Imager - *Cremation Solutions, Arlington VT* *2009-2010*
Responsible for providing support through both phone and e-mail to customers.
Other tasks included: photographing merchandise and maintaining the company's website.

Quality Control - *Sajen Jewelry, Putney VT* *2009*
Inspected, packaged and shipped jewelry

Graphics Design Intern - *Cazenovia College Communications Department, Cazenovia NY* *2008*
Built projects from concept to production. Projects included mailers, t-shirt designs, and posters

Web Imager - *Offerings Jewelry, Putney VT* *Summers 2006-2007*
Photographed merchandise and enhanced images for the Offerings sales website

SKILLS

Proficient in Microsoft Word, PowerPoint, Photoshop, InDesign, and Illustrator.
Knowledgeable in both the digital meeting management (Zoom and WebEx); Windows and Mac OS, Microsoft Excel and HTML coding.
Other Notable Skills: origami, illustration, sculpture and an enjoyment of problem solving.

Maera Cramer

References *(Professional)*

Lyssa Singleton
Office Manager and Bookkeeper

Lyssa Singleton is my colleague, together, we manage the Compass School main office.

Brian Whitehouse
Director of Admissions

Brian Whitehouse is my colleague and supervisor, together we work on advertising.

References *(Personal)*

Megan Wilwol

Megan Wilwol is a friend. She also works in the night shift call center at C&S, Brattleboro, VT.

Alistair Follansbee

Alistair Follansbee is my roommate.

Cher Anderson

Cher Anderson is a friend and chef at the Compass School.

[redacted]

EDUCATION

KEENE STATE COLLEGE
Graduated: May 2010
Bachelor of Science
Spec a zat on n Hea th Promot on and F tness
Concentrat on n Substance M suse , and Nutr t on

VIA CHARACTER STRENGTHS

HONESTY	PERSPECTIVE
HUMOR	CREATIVITY
BRAVERY	LEADERSHIP

THE VALUE I ADD

CONTENT WRITING
●●●●●●●○○

ENGAGEMENT
●●●●●●●●●

GRAPHIC DESIGN
●●●●●●●●●

HUMOR
●●●●●●●●●

PROJECT MANAGEMENT
●●●●●●○○○

WELLNESS COACHING
●●●●●○○○○

MEGGS WELNAK

COMMUNITY ENGAGEMENT CONTENT MANAGER
THE CENTER FOR POPULATION HEALTH
CHESHIRE MEDICAL CENTER

[redacted]

A LITTLE ABOUT ME

I am an extremely driven individual who thrives in fast-paced environments where I am expected to juggle multiple tasks. I adapt quickly to change, and welcome new challenges with enthusiasm. I love working with people, and bring an upbeat attitude to all that I do. With creativity, and lots of iced coffee running through my veins I am always looking for fun ways to solve problems through beautiful and engaging design. One of my driving passions in life is to help make this world a more beautiful space to be in, whether through thoughtful design, conservation, community outreach, or by simply letting it be.

WORK EXPERIENCE

COMMUNITY ENGAGEMENT CONTENT MANAGER

Cheshire Medical Center Keene, New Hampshire 2021-Present

- Acts as a v sua mode er, synthes z ng concepts n rea -t me by creat ng graph c mode s that s mp fy deas that can be comp ex.
- Prov de consu tat on to the Commun ty Engagement team around messag ng and des gn to create a cohes ve ook and ensure cont nu ty between programs.
- Proact ve y generate creat ve concepts, co atera and engag ng messag ng that a gns w th Hea thy Monadnock A ance brand strategy, examp es may nc ude: d g ta /soc a campa gns, presentat ons, membersh p engagement mater a s.
- Manage the Hea thy Monadnock A ance webs te.

WELLNESS ADVISOR

Cheshire Medical Center Keene, New Hampshire 2016-2021

- Co-deve oped the We powered Works tes program, wh ch prov des organ zat ons w th programs, too s, techn ca ass stance, tra n ng, and connect on to commun ty resources needed to bu d/enhance a ho st c, sc ence-based works te we ness program.
- Created a engagement/promot ona mater a s for Commun ty Engagement programs.
- Worked to re-estab sh the Hea thy Monadnock commun ty engagement n t at ve nto a reg ona a ance, wh ch nc uded creat ng a new m ss on, strateg c d rect on, dent ty engagement strategy, nterna structure, webs te, and soc a med a presence.

TEAM LEAD INSTALLATION ACCESS CONTROL DEPARTMENT

CACI Grafenwoehr, Germany 2012-2016

- Worked as a component of the D rectorate of Emergency Serv ces for the Un ted States Army n Europe (USAEUR) for USAG Grafenwoehr. Screen ng a Un ted States contracted emp oyees, Department of Defense (DOD) persona , both so d ers and c v an ... access to the Army Garr son, to ensure comp ance w th the U.S. Forces nsta at ons n the European Theater Regu at ons and a oca Garr son po c es.

Jane Parayil

Work History

Cheshire Medical Center - Public Health Emergency Preparedness Coordinator
Keene, New Hampshire
11/2020 - Current

- Ran and conducted operations at the State COVID-19 Mass Vaccination Site in collaboration with the National Guard, volunteers, and the State, as well as conduct mobile vaccination clinics.
- Built and strengthened relationships with area governments, departments and agencies to manage effective planning and implementation of emergency response strategies.

Schoolcraft College Continuing Education - American Sign Language Instructor
Livonia, MI
09/2019 - 10/2020

- Selected and revised course curricula to meet current instructional demands
- Adapted teaching strategies to learning styles of students with different skill levels
- Compiled multidimensional cultural and educational resources for students to expand knowledge of key topics beyond classroom limitations

Macomb County Health Department - Public Health Preparedness Specialist
Mount Clemens, MI
04/2018 - 10/2020

- During the Covid-19 global pandemic, ran the Macomb County Drive-Through test site, conducted testing at congregate living facilities as well as conducted contact tracing for positive patients.
- Use GIS data to map out cases of various health outcomes in the county and use results to implement new solutions to reduce the health outcomes.
- Build Closed Points of Dispensing within the county, and run drills/ exercises with PODs as well as the Node Emergency Activation Team

Wayne County Healthy Communities - Quality Improvement Intern
Hamtramck, MI
01/2018 - 04/2018

- Observe dynamic between clinic staff from registering patients to patient's discharge to develop and present improvement ideas to make the clinic work efficiently with maximum patient care
- Obtain prenatal data from the UDS reports through the Electronic Medical Record system

[redacted]
[redacted]
[redacted]

Skills

- Experienced with eClinical Works and Allscripts EMR system
- Proficient in Malayalam and American Sign Language
- ICS 100, 200, 300, 400, 700, 800
- Knowledgeable with SPSS and SAS statistical programming, and ArcMap GIS software

Education

12/2019
Wayne State University
Detroit, MI
Master of Public Health: Public Health Practice
- 3.47 GPA

12/2015
Purdue University
West Lafayette, IN
Bachelor of Science: Speech, Language, and Hearing Sciences
- Minor in Psychology

Career Highlights

- Session Presenter at the Preparedness Summit hosted by NACCHO - April 2022
- Awarded Monadnock Profile of the Year by the Keene Sentinel - December 2021
- Guest Speaker at Keene State College for PH 325 Public Health - November 2021
- Guest Speaker at Wayne State University for PH 2100 Introduction to Public Health - October 2018

Kerry Kelley

[redacted]

Experience

Program Assistant
4/19/21 – present
Cheshire Medical – GMPHN
- Providing a full range of secretarial and administrative support services to GMPHN
- Assist with scheduling of volunteers for vaccination clinics
- Data base management of clinics and volunteers
- Trainer for volunteers
- Community outreach
- Inventory control

Greeter and Screener back up coverage
8/4/21 – present
Cheshire Medical – Security
- Professionally greet and screen all visitors, employees and patients
- Provide direction to various locations
- Sanitize wheelchairs
- Follow and enforce all safety guidelines
- Wheelchair training certification

Customer Service Manager
2/27/13 – 12/18/20
Monadnock Food Co-op, Keene, NH
- Founding Member
- Customer Service Program developer and trainer for all staff
- Supervise and schedule a staff of 23 employees
- Responsible for hiring and training front end staff
- Cross train other store employees
- Organize department meetings as necessary
- Research and resolve over/shorts and assist finance
- Volunteer for Karma Committee, Green Up Keene and local BBQ events
- Oversaw Membership Coordinator responsibilities
- Assist Finance in collection on bad checks
- Responsible for maintaining adequate supplies for Front End

Purchasing Associate
2/22/2010 - 11/4/2011
United Natural Foods, Inc. Chesterfield, NH
- Daily lost sales reports, tracking and expediting PO's, communicating with vendors, working with operations directly regarding PO issues, revising and reordering, coordinating schedule for associates, training new associate.
- Receptionist coverage
- Volunteer on the Green Team committee

Day Care Provider
9/1/1999 - 11/29/2010
Self, Stay at home mother
- Provided supervised, safe and fun environment for infants and children
- Planned field trips, transported to events and school

Volunteer Organizations

8/2021 – present
Cheshire Medical Doula
- Providing birth support to those who request or are in need
- Arrange meetings with expectant parents
- Participate in monthly meetings and trainings
- Commit to 4 - 24 hour shifts of on call coverage per month

1/2021 – present
NH Responders /Cheshire Medical Center/National Guard
- Assisting with distribution of Covid vaccine

6/2020 – present
Elm City Rotary Member
- DeMar committee member
- Follow Me Sneaker Project

11/2016 – present
Body & Soul Road Runners – Red Cap Run
- Sponsorship committee member – secure sponsors for the event
- Ran a successful auction the day of the event

2/2000 – present
Swanzey Cal Ripken Baseball
▪ Held various positions Vice President, Fundraising Coordinator and currently Concession Manager.
▪ Secure team sponsors, coordinate and run fundraisers for the league, schedule coverage for cook shack, shop, stock and keep all financial records.

10/2001 - 2011
Cheshire Figure Skating Club
▪ Served as Program Designer for 7 years, improving and creating program for annual show
▪Member at large supporting club and coordinating fundraisers

9/2004 - 10/2007
Mt. Caesar/Cutler PTO
▪ Secretary, responsible for all meeting minutes
▪ Fundraising Coordinator, handled all school fundraisers.

10/2007 - 10/2012
Cheshire County Cheer Boosters
▪ Treasurer, handled all funds and accounts of members. Monthly reports and filings with the State of NH
▪ Fundraising Coordinator, oversaw all fundraisers
▪Organized and planned events

Teller Supervisor

11/27/95 - 3/17/2000
Granite Bank, Keene, NH

- Over saw 18 + employees, coordinated scheduling, processed all reviews, audits and interviews for the department
- Daily balancing and ordering of vault.
- Trained all new tellers
- Worked closely with bank securities
- Full cross trained in Customer Service for back up coverage. Opened and closed accounts, processed CD's and bonds
- Back up receptionist, greeted customers and assisted with all needs
- Highly involved with success of Y2K planning

Assistant Manager

9/8/1992 - 11/4/1995
Fashion Bug, Keene, NH

- Assisted customers, organized fashion shows, created displays, received and prepared shipments, trained new associates.
- Prepared bank deposits and prepared cash drawers daily.
- Prepared schedules, assisted in preparing reviews
- Meet monthly goals for obtaining new account applications, and UPC sales. Able to keep store shrink levels at minimum.

Education

Bellows Falls Union High School, Bellows Falls, VT
1986 - 1989

- Diploma

Interests

I am a self motivated individual with the desire to learn. My work experience has provided me with excellent customer service skills and I enjoy customer and employee interaction. As a volunteer for many organizations I have enjoyed being involved and supporting activities for children and our community. I started running in 2016 and accomplished completing my first marathon in 2019!

References

Alan Stroshine
Pam Croteau,
Linda Lawton,
Jennifer Risley,

JOHN J. LETENDRE

SUBSTANCE MISUSE RELATED EXPERIENCE:

Better Life Partners: (June 2019- Present)

Counselor, Substance Abuse-

Work as a (contracted) primary counselor for a Harm-Reduction focused program supporting clients with Opiate Use Disorder (OUD). The counselor facilitates a weekly meeting and clients are provided Medications for Addiction Treatment (MAT). Responsibilities include facilitation of in-person and virtual group sessions, treatment planning and collaboration with prescribing physicians regarding client progress, drug screening results and medication monitoring.

Cheshire Medical Center: (December 2018- Present)

Continuum of Care Facilitator-

As part of Center for Population Health, (P/T) work with providers and agencies across the Continuum of Care for mental health and substance abuse. Main objectives are to increase awareness of services, improve communication and help build collaboration among providers. An overall goal is to maximize the utilization and efficiency across the continuum of prevention, intervention treatment and aftercare.

Granite Pathways: (August 2018-December 2018)

Recovery Specialist-

Working with patients and families in order to facilitate entry into appropriate SA treatment programs. Main goal is to provide assistance to consumers in navigating the complicated web of treatment, levels of care, insurance and associated documentation. Additionally charged with developing relationships and agreements with area providers to allow timely access to resources needed to facilitate entry into treatment.

Groups Recover Together: (January 2018-June 2018)

Substance Abuse Counselor-

Worked as primary counselor for a caseload of 80-130 clients engaged in medication assisted treatment. Responsibilities included facilitation of multiple weekly groups of up to 12 clients, initial assessments, and intakes, treatment planning, discharge planning and individual and family counseling sessions. Worked closely with prescribing physicians on issues of medication compliance, drug screening results and medication tapering.

Phoenix Houses of New England: (March 2011 – Jan 2018)

Counselor II/House Manager: Dublin NH-

Performed one on one Substance Abuse counseling with residential clients. Conducted various didactic and process groups such as Anger Management, Seeking Safety, Addiction and the Brain, Meditation / Mindfulness and Men's Gender group. As House Manager, conducted monthly inspection and worked with facilities to help ensure upkeep and general compliance with state regulations and Certification bodies. Assisted Program Director with personnel and managerial duties as assigned.

Counselor I –Cheshire County Drug Court Program – Keene NH

Performed one on one counseling with Drug Court participants. Co-facilitated Intensive Outpatient Program, conducting didactic and process curriculum as directed by program guidelines.

Case Manager– Transitional Living Program –Keene NH

Worked with clients who successfully completed the 28-day inpatient treatment program and assisted them as they transitioned back into the community. Provided one on one counseling

and support as clients sought employment and established a program of recovery; preparing to leave the controlled environment.

Counselor Assistant –Keene NH

Performed administrative tasks such as admissions and transportation of clients to appointments and meetings. Monitored vital signs of detox clients and administered medication as directed in medication orders. Performed other various duties as assigned by Program Director.

EDUCATION:

Associate of Science in Chemical Dependency (2011 Magna Cum Laude)
Bachelor of Science in Management (2006 Cum Laude)
Associate of Science in Chemistry (1996)
Keene State College, Keene, NH
Delta Mu Delta, National Honor Society for Business Administration, 2006

LICENSES / CERTIFICATIONS:

Licensed Alcohol and Drug Counselor (LADC) License# 1001

RELEVANT EMPLOYMENT HISTORY:

Granite Pathways: (August 2018-December 2018)
Recovery Specialist

Groups Recover Together: (January 2018-June 2018)
Substance Abuse Counselor

Phoenix Houses of New England, Keene NH, (March 2011 –January 2018)
Various positions - see above.

Education

In Progress	**Master's Degree of Nursing, Family Nurse Practitioner** *Walden University, Minneapolis, MN* Expected Graduation: May 2022 Clinical Experience: 160 Hours in Primary Care with Katelyn Ahern, APRN completed 160 Hours in Pediatrics with Eric Goodman, APRN and Geraldine Rubin MD completed 160 Hours in Women's Health with Melody Mochan, APRN and Lindsey Cushing, APRN completed 160 Hours in Primary Care with Amaris Weller, PA-C scheduled May-Aug 2022
July 2016	**Bachelor's Degree of Science, Nursing** *Southern New Hampshire University, Manchester, NH*
December 2014	**Associate Degree of Science, Nursing** *St. Joseph School of Nursing, Nashua, NH* Elected Class Treasurer
May 2012	**Diploma in Nursing (Practical Nurse)** *St. Joseph School of Nursing, Nashua NH*

Credentials

American Heart Association, Healthcare Provider CPR/AED (Valid through 10/2023)

Wound Care Certification, #170968950 (Valid through 10/13/2022)

NH Registered Nurse License #071141-21 (Valid through 9/21/2022)

NH Licensed Practical Nurse (LPN) - 5/2012 to 2/2015

NH LPN IV Certification (2013) Omnicare Pharmacy, Londonderry, NH

Work Experience

May 2021- Current
RN

Greater Monadnock Public Health Network
Keene, NH 03431

- Help to organize and staff COVID vaccine clinics as needed
- Perform home vaccines as needed and per standing orders
- Remain up to date with evolving guidelines as issued by the CDC and State of New Hampshire
- Oversee volunteers and nursing students at state run vaccine sites and ensure clinical guidelines are being followed as per the State of New Hampshire Standing Orders
- Assist in workflow change and development to ensure safe and accurate vaccine administration and documentation in the electronic documentations systems (VAMS and VINI)
- Collaboration with the United States Army National Guard at the previous state run site to ensure adequate communication and collaboration between volunteers and military staff

May 2021- Current
RN, WCC

Dartmouth Hitchcock Medical Center/Cheshire Medical Center-
Comprehensive Wound Center, Keene, NH 03431

- Collaborate with the physician in the plan of care for wound care management
- Provide routine and as needed dressing changes per the plan of care
- Assess and provide conservative sharp debridement as needed
- Provide education on wound healing including how chronic conditions such as diabetes, hypertension, etc., can impair healing, nutrition counseling and other factors that play a role in healing such as smoking and elevation of extremities
- Ensure

Jan 2017- May 2021
RN, WCC

Dartmouth Hitchcock Medical Center/Cheshire Medical Center, Nurse Clinic
Keene, NH 03431

- Manage Anticoagulation patients per protocol including management of dosing instructions and pre-op instructions
- IM/SQ injections as prescribed and as needed following physician and standing orders
- IV management and care, including insertion of peripheral IV, port access/de-access and PICC care, includes dressing changes, line maintenance/ de-clotting and PICC removal
- Collaborate with the physician in the plan of care for wounds, including assessing, changing plan of care as needed and conservative sharp debridement
- Record and document all pertinent information in the EMR system EPIC

April 2015- Jan 2017
RN Hospice Case Manager

Home Healthcare Hospice and Community Services
Keene, NH 03431

- Visit patient's in their place of residence to provide End of Life care
- Assess patients during and implement appropriate nursing interventions
- Perform venipuncture, dressing changes and insert foley catheters, port/PICC maintenance and drain Plurex as needed
- Collaborate with the interdisciplinary healthcare team to provide quality, safe care and maintain quality of life
- Collaborate with patient's Primary Care Physician and Hospice Medical Director for medication and symptom management
- Provide education to caregivers on topics such as medication administration, symptom management, incontinence care, pressure reduction and repositioning
- Provide emotional support to family members and make appropriate referrals for additional services needed
- Document all pertinent information using electronic medical record
- Ensure patient has adequate supply of necessary medication and other supplies

May 2012- Jan 2017
RN/ LPN

Genesis Healthcare, Applewood Rehabilitation and Nursing Center
Winchester, NH 03470

- 68 Bed Facility, including a 12 Bed Skilled Nursing Unit; Resident to Nurse Ratio 24:1
- Assess patients as needed and implement appropriate nursing interventions
- Collaborate with the interdisciplinary healthcare team to provide quality care and maintain quality of life
- Supervise LNAs on assigned unit and ensure care & safety of all residents and staff
- Maintain access to and provide proper care to peripheral lines and peripherally inserted central catheters
- Administer IV antibiotics as needed

- Perform venipuncture as needed
- Document all pertinent information using electronic documentation system

Volunteer Work

Jan 2021- May 2021	Vaccinator at the State of New Hampshire COVID 19 Vaccine site at Krif Road, Keene
March 2021	Vaccinator at the State of New Hampshire COVID 19 Vaccine site at NH Motor Speedway
Sept 2018	Medical Team at the Clarence DeMar Marathon/Half Marathon Road Race
Ongoing	Red Cap Run (2014, 2015, 2016, 2017 and 2019 races)
Ongoing	Recycled Percussion Super Team, assist at various community events including coat drives, Thanksgiving meal pick-ups, Toy Drives and Toy pick-ups on Christmas Day
Ongoing	Assist with Flu and COVID Vaccine clinics at Cheshire Medical Center/DH-K

Professional Memberships

New Hampshire Nurse Practitioner Association
American Association of Nurse Practitioners
National Alliance of Wound Care

Appendix E

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Cheshire Medical Center
Program: COVID Response
Budget Period: 7/1/22 - 6/30/23

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
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Total Admin. Salaries				$0	$0	#DIV/0!	
Direct Service Salaries							
Program Assistant	Maera Cramer	$18.36	6	$5,728	$38,189	15%	
Program Assistant	Kerry Kelley	$18.87	30	$29,438	$39,250	75%	
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						#DIV/0!	
						#DIV/0!	
						#DIV/0!	
Total Direct Salaries				$35,166	$77,439	45%	
Total Salaries by Program				$35,166.00	$77,439.00	45%	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.
*Please list which site(s) each staff member works at, if your agency has multiple sites.

Appendix E

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Cheshire Medical Center
Program: COVID Response
Budget Period: 7/1/23- 6/30/24

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
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Total Admin. Salaries				$0	$0	#DIV/0!	
Direct Service Salaries							
Program Assistant	Maera Cramer	$18.91	4.8	$4,720	$39,333	12%	
Program Assistant	Kerry Kelley	$19.44	30	$30,326	$40,435	75%	
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Total Direct Salaries				$35,046	$79,768	44%	
Total Salaries by Program				$35,046.00	$79,768.00	44%	

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Cheshire Medical Center
Program: Health Disparities Community Health W
Budget Period: 7/1/22 - 6/30/23

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
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						#DIV/0!	
Total Admin. Salaries				$0	$0	#DIV/0!	
Direct Service Salaries							
Program Assistant	Kerry Kelley	$18.87	10	$9,812	$39,250	25%	
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						#DIV/0!	
Total Direct Salaries				$9,812	$39,250	25%	
Total Salaries by Program				$9,812.00	$39,250.00	25%	

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Cheshire Medical Center
Program: Hospital Preparedness
Budget Period: 7/1/22 - 6/30/23

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
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						#DIV/0!	
Total Admin. Salaries				$0	$0	#DIV/0!	
Direct Service Salaries							
Program Assistant	Maera Cramer	$18.36	6	$5,729	$38,189	15%	
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						#DIV/0!	
Total Direct Salaries				$5,729	$38,189	15%	
Total Salaries by Program				$5,729.00	$38,189.00	15%	

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Cheshire Medical Center
Program: Hospital Preparedness
Budget Period: 7/1/23 - 6/30/24

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
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						#DIV/0!	
Total Admin. Salaries				$0	$0	#DIV/0!	
Direct Service Salaries							
Program Assistant	Maera Cramer	$18.91	6	$5,901	$39,333	15%	
						#DIV/0!	
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						#DIV/0!	
Total Direct Salaries				$5,901	$39,333	15%	
Total Salaries by Program				$5,901.00	$39,333.00	15%	

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Cheshire Medical Center
Program: Public Health Emergency Preparednes:
Budget Period: 7/1/22 - 6/30/23

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
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Total Admin. Salaries				$0	$0	#DIV/0!	
Direct Service Salaries							
Public Health Emergency Preparedness Coordinator	Jane Parayil	$26.98	40	$56,119	$56,119	100%	
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						#DIV/0!	
Total Direct Salaries				$56,119	$56,119	100%	
Total Salaries by Program				$56,119.00	$56,119.00	100%	

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Cheshire Medical Center
Program: Public Health Emergency Preparednes:
Budget Period: 7/1/23 - 6/30/24

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
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Total Admin. Salaries				$0	$0	#DIV/0!	
Direct Service Salaries							
Public Health Emergency Preparedness Coordinator	Jane Parayil	$27.79	40	$57,803	$57,803	100%	
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						#DIV/0!	
Total Direct Salaries				$57,803	$57,803	100%	
Total Salaries by Program				$57,803.00	$57,803.00	100%	

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Cheshire Medical Center
Program: Public Health Advisory Council
Budget Period: 7/1/22 - 6/30/23

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
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Total Admin. Salaries				$0	$0	#DIV/0!	
Direct Service Salaries							
Community Engagement Content Manager	Megan Welnak	$31.25	6	$9,750	$32,500	30%	
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Total Direct Salaries				$9,750	$32,500	30%	
Total Salaries by Program				$9,750.00	$32,500.00	30%	

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Cheshire Medical Center
Program: Public Health Advisory Council
Budget Period: 7/1/23 - 6/30/24

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
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Total Admin. Salaries				$0	$0	#DIV/0!	
Direct Service Salaries							
Community Engagement Content Manager	Megan Welnak	$32.19	6	$10,043	$33,478	30%	
						#DIV/0!	
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						#DIV/0!	
						#DIV/0!	
						#DIV/0!	
Total Direct Salaries				$10,043	$33,478	30%	
Total Salaries by Program				$10,043.00	$33,478.00	30%	

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Cheshire Medical Center
Program: Substance Misuse
Budget Period: 7/1/23 - 6/30/24

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
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						#DIV/0!	
Total Admin. Salaries				$0	$0	#DIV/0!	
Direct Service Salaries							
Sustance Misuse Prevention Coordinator	To Be Hired	$24.16	40	$50,253	$50,253	100%	
Continuum of Care Provider	John Letendre	$22.77	20	$23,681	$23,681	100%	
						#DIV/0!	
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						#DIV/0!	
Total Direct Salaries				$73,934	$73,934	100%	
Total Salaries by Program				$73,934.00	$73,934.00	100%	

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