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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

November 8, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** amendments to existing contracts with the Contractors listed below **in bold** for the continued provision of Medication Assisted Treatment to individuals with Opioid Use Disorders, by increasing the total price limitation by $624,750 from $1,286,928 to $1,911,678 and by extending the completion dates from September 29, 2022 to September 29, 2023, effective retroactive to September 29, 2022 upon Governor and Council approval. 100% Federal Funds.

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	174360	Manchester	$376,490	$154,300	$530,790	O: 1/9/19 Item #9 A1: 6/24/20 Item #30 A2: 1/22/21 Item #22 A3: 10/13/21Item #31 A4: 6/15/22 Item #24
Mary Hitchcock Memorial Hospital	177651	Lebanon	$703,312	$295,247	$998,559	O: 12/5/18 Item #22 A1:6/24/20 Item #30 A2: 1/22/21 Item #22 A3: 10/13/21Item #31 A4: 6/15/22 Item #24

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Concord Hospital, Inc. - Laconia	**355356**	**Laconia**	**$207,126**	**$175,203**	**$382,329**	**O: 6/2/21 Item #27** **A1:010/13/21Item #31** **A2: 6/15/22 Item #24**
		Total:	**$1,286,928**	**$624,750**	**$1,911,678**	

*The previous requested action included agreements that have expired.

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

This request is **Retroactive** because the Department was notified by the Federal awarding agency on September 23, 2022 of the availability of funding beyond the current contract completion date of September 29, 2022. Due to the delayed notification from the Federal awarding agency, the Department was unable to finalize the amendments and funding details and present this request to the Governor and Council prior to the contracts expiring.

This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion dates and there are no renewal options available. Due to the limited timeframe between the funding notification from the Federal awarding agency and the contract expiration date, the Department was not able to re-procure for these services. Any delays or gaps in service provision may result in reduced or loss of access to services and supports for individuals in need of these critical services.

The purpose of this request is to ensure Contractors continue providing comprehensive Medications for Substance Use Disorder (MSUD), formally referred to as Medication Assisted Treatment, to individuals with Substance Use Disorders. The Contractors will continue to provide evidence-based MSUD for individuals with Opioid Use Disorder (OUD) who require necessary outpatient, intensive outpatient and community-based services.

MSUD is the evidence based practice of using medications to treat substance use disorder. It helps people manage withdrawal symptoms, reduce illicit opioid use, and engage in other forms of treatment. Methadone and buprenorphine, specifically, have also been shown to reduce the risk of death from opioid overdose. Additionally, by reducing risky behaviors such as the injection of illicit drugs, MSUD also decreases transmission of infectious diseases such as HIV and hepatitis C. These agreements support staffing, including training and broad based community access to MSUD as well as counseling and behavioral therapies when necessary to provide a whole-patient approach to treatment. Additionally, these agreement ensure the provision of services specifically designed for pregnant and postpartum people with OUD including, but not limited to childcare, peer support and parenting education.

Approximately 1,500 individuals will be served September 30, 2022 to September 29, 2023.

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The Department will continue to monitor services through the review of data reports, periodic surveys, and other data as requested by the Department.

Should the Governor and Executive Council not authorize this request, individuals with Opioid Use Disorders, in need of Medications for Substance Use Disorder and additional supports may have reduced access to services which increases the likelihood of having to be placed on a waitlist to access care. Research shows that treatment wait times increase the risk of overdoses both fatal and non-fatal. Any delay in receiving Medications for Substance Use Disorder is not high quality healthcare and only impacts the individual, but has potential consequences for families and communities as well, such as increase in homelessness, unemployment, and incarceration.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI085759

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

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET
MOUD Services

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT
100% Federal Funds

Vendor Name: Elliot Hospital of the City of Manchester — Vendor # 174360

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$40,734.00	$0.00	$40,734.00
2020	102/500731	Contracts for Program Services	92057040	$97,132.00	$0.00	$97,132.00
2021	102/500731	Contracts for Program Services	92057040	$28,500.00	$0.00	$28,500.00
2021	102/500731	Contracts for Program Services	92057047	$15,062.00	$0.00	$15,062.00
2021	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	102/500731	Contracts for Program Services	92057048	$30,000.00	$0.00	$30,000.00
2022	074/500585	Contracts for Program Services	92057048	$52,531.00	$0.00	$52,531.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$35,021.00	$0.00	$35,021.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$17,510.00	$0.00	$17,510.00
2023	074/500589	Welfare Assistance	92057058	$0.00	$118,935.00	$118,935.00
2024	074/500589	Welfare Assistance	92057058	$0.00	$35,365.00	$35,365.00
		Sub Total		$376,490.00	$154,300.00	$530,790.00

Vendor Name: Mary Hitchcock Memorial Hospital — Vendor # 176651

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$155,941.00	$0.00	$155,941.00
2021	102/500731	Contracts for Program Services	92057040	$42,000.00	$0.00	$42,000.00
2021	102/500731	Contracts for Program Services	92057047	$30,124.00	$0.00	$30,124.00
2021	102/500731	Contracts for Program Services	92057048	$120,000.00	$0.00	$120,000.00
2022	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	074/500585	Contracts for Program Services	92057048	$105,062.00	$0.00	$105,062.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$125,128.00	$0.00	$125,128.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$65,057.00	$0.00	$65,057.00
2023	074/500589	Welfare Assistance	92057058	$0.00	$221,435.00	$221,435.00
2024	074/500589	Welfare Assistance	92057058	$0.00	$73,812.00	$73,812.00
		Sub Total		$703,312.00	$295,247.00	$998,559.00

Vendor Name: Concord Hospital, Inc. - Laconia — Vendor # 355356

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$33,000.00	$0.00	$33,000.00
2021	102/500731	Contracts for Program Services	92057048	$14,000.00	$0.00	$14,000.00
2022	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	074/500585	Contracts for Program Services	92057048	$49,049.00	$0.00	$49,049.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$42,976.00	$0.00	$42,976.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$20,101.00	$0.00	$20,101.00
2023	074/500589	Welfare Assistance	92057058	$0.00	$131,402.00	$131,402.00
2024	074/500589	Welfare Assistance	92057058	$0.00	$43,801.00	$43,801.00
		Sub Total		$207,126.00	$175,203.00	$382,329.00

Overall Total	$1,286,928.00	$624,750.00	$1,911,678.00

State of New Hampshire
Department of Health and Human Services
Amendment #5

This Amendment to the Medication Assisted Treatment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Elliot Hospital of the City of Manchester ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 9, 2019, (Item #9), as amended on June 24, 2020, (Item #30), subsequently amended on January 22, 2021, (Item #22), subsequently amended on October 13, 2021, (Item #31), subsequently amended on June 15, 2022, (Item #24), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 29, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $530,790

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, by adding Paragraph 8.13, to read:

   8.13 The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve Government Performance and Results Act (GPRA) collection.

5. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 1, to read:

   1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H7gTtci81685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, as awarded on 08/09/2021, by the U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 09/23/22, by the U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326 and FAIN H79TI085759.

6. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 3, to read:

   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 item, as specified in Exhibit B-1, Budget through Exhibit B-11, Amendment #5 Budget, SOR II.

7. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1., Paragraph 5.1.3., Subparagraph 5.1.3.1., Part 5.1.3.1.4. to read:

   5.1.3.1.4. Food or water.

8. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1., Paragraph 5.1.3., Subparagraph 5.1.3.1., Part 5.1.3.1.7. to read:

   5.1.3.1.7. RESERVED

9. Add Exhibit B-10 Amendment #5, Budget, SOR III, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-11 Amendment #5, Budget, SOR III, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 29, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/9/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Elliot Hospital of the City of Manchester

11/4/2022
Date

DocuSigned by:
Dr. Gregory Baxter
Name: Dr. Gregory Baxter
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

11/9/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name:	*Elliot Hospital of the City of Manchester*
Budget Request for:	*Medications for Opioid Use Disorder*
Budget Period	*FY23 - (September 30, 2022 - June 30,2023)*
Indirect Cost Rate (if applicable)	10.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$86,000	$0	$86,000
2. Fringe Benefits	$17,123	$0	$17,123
3. Consultants	$0	$0	$0
4. Equipment		$0	$0
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies Office		$0	$0
6. Travel	$0	$0	$0
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0
8. (b) Other - Education and Training	$5,000	$0	$5,000
8. (c) Other - Other (please specify)			
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$0	$0	$0
Total Direct Costs	$108,123	$0	$108,123
Total Indirect Costs	$10,812	$0	$10,812
TOTAL	**$118,935**	**$0**	$118,935

Contractor Initials DGB

Date 11/4/2022

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Elliot Hospital of the City of Manchester*

Budget Request for: *Medications for Opioid Use Disorder*

Budget Period *FY24 - (July 1, 2023 - September 29, 2023)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$26,920	$0	$26,920
2. Fringe Benefits	$3,230	$0	$3,230
3. Consultants	$0	$0	$0
4. Equipment	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies Office	$0	$0	$0
6. Travel	$0	$0	$0
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0
8. (b) Other - Education and Training	$2,000	$0	$2,000
8. (c) Other - Other (please specify)			
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other.(please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$0	$0	$0
Total Direct Costs	$32,150	$0	$32,150
Total Indirect Costs	$3,215	$0	$3,215
TOTAL	**$35,365**	**$0**	$35,365

Contractor Initials DGB

Date 11/4/2022

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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 ELLIOT HOSPITAL OF THE CITY OF MANCHESTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 21, 1881. 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: **68025**

Certificate Number: **0005776155**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of May A.D. 2022.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Loretta Brady, PhD, hereby certify that:

1. I am a duly elected Officer of Elliot Health System.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on May 21, 2020 at which a quorum of the Directors were present and voting.

VOTED: That W. Gregory Baxter, MD, is duly authorized on behalf of Elliot Health System, including its subsidiary, Elliot Hospital of the City of Manchester, 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: 10/27/22

Signature of Elected Officer
Name: Loretta Brady, PhD
Title: Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2022

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Elliot Hospital of the City of Manchester One Elliot Way Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Elliot Health System — C2753 INSURER B: Safety National Casualty Corporation — 15105 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W25101882 **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:			SELF INSURED TRUST	07/01/2022	07/01/2023	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 $ 0 $ 0 $ 0 $ 3,000,000 $ 0
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		AGC4066213	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
A	Physician Professional Claims Made			SELF INSURED TRUST	07/01/2022	07/01/2023	Each Medical Incident Aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

State of NH - 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

Julie M Powers

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Elliot Health System
Mission Statement

Elliot Health System strives to:

INSPIRE wellness

HEAL our patients

and **SERVE** with compassion in every interaction.

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BAKER NEWMAN NOYES

Elliot Hospital and Affiliates

Audited Consolidated Financial Statements

Years Ended June 30, 2021 and 2020
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

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ELLIOT HOSPITAL AND AFFILIATES

AUDITED CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2021 and 2020

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BAKER NEWMAN NOYES

Baker Newman & Noyes LLC
MAINE I MASSACHUSETTS I NEW HAMPSHIRE
800.244.7444 I www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Elliot Hospital and Affiliates

We have audited the accompanying consolidated financial statements of Elliot Hospital and Affiliates (the Hospital), which comprise the consolidated balance sheets as of June 30, 2021 and 2020, 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 (collectively, 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.

Auditors' 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 auditors' 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.

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Board of Trustees
Elliot Hospital and Affiliates

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Hospital as of June 30, 2021 and 2020, and the results of its operations, 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.

Baker Newman & Noyes LLC

Manchester, New Hampshire
October 26, 2021

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ELLIOT HOSPITAL AND AFFILIATES

CONSOLIDATED BALANCE SHEETS

June 30, 2021 and 2020

ASSETS

	2021	2020
Current assets:		
Cash and cash equivalents	$146,366,612	$113,400,509
Accounts receivable (notes 2, 5 and 12)	37,621,279	27,560,110
Inventories	5,625,234	4,851,014
Amounts due from affiliates	85,306	115,187
Amounts due from SolutionHealth, Inc.	16,258,191	3,296,839
Other current assets (notes 1 and 2)	6,440,965	21,141,478
Total current assets	212,397,587	170,365,137
Property, plant and equipment, less accumulated depreciation (notes 4, 5 and 13)	182,328,820	187,349,746
Investments (notes 6 and 14)	120,567,838	97,182,629
Other assets (note 2)	4,137,862	5,962,222
Assets whose use is limited (notes 6 and 14):		
Board designated and donor restricted investments	128,325,675	110,421,389
Held by trustee under revenue bond and note agreements	–	172,853
Employee benefit plans and other (note 2)	29,554,709	22,248,589
Beneficial interest in perpetual trusts (note 2)	9,060,947	7,564,017
	166,941,331	140,406,848
Total assets	$686,373,438	$601,266,582

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LIABILITIES AND NET ASSETS

	2021	2020
Current liabilities:		
Accounts payable and accrued expenses (note 1)	$ 27,464,184	$ 28,839,377
Accrued salaries, wages and related accounts	39,008,418	33,152,222
Accrued interest	1,693,041	1,701,526
Amounts due to SolutionHealth, Inc.	9,971,705	2,238,321
Amounts payable to third-party payors (notes 2 and 3)	69,014,732	71,987,643
Current portion of long-term debt (note 5)	9,343,568	8,404,358
Total current liabilities	156,495,648	146,323,447
Accrued pension (note 8)	62,708,858	125,139,183
Self-insurance reserves and other liabilities (note 2)	52,637,095	48,874,481
Long-term debt, less current portion (note 5)	158,020,932	166,128,320
Total liabilities	429,862,533	486,465,431
Net assets:		
Without donor restrictions	239,446,037	99,588,394
With donor restrictions (note 7)	17,064,868	15,212,757
	256,510,905	114,801,151
Total liabilities and net assets	$686,373,438	$601,266,582

See accompanying notes.

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ELLIOT HOSPITAL AND AFFILIATES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended June 30, 2021 and 2020

	2021	2020
Operating revenues:		
Patient service revenues (note 3)	$571,792,006	$492,921,258
Investment income (note 6)	4,619,509	5,304,703
Other revenues (notes 2 and 9)	45,196,768	51,171,013
Total operating revenues	621,608,283	549,396,974
Expenses (note 11):		
Salaries, wages and fringe benefits (note 8)	347,221,015	342,877,564
Supplies and other expenses (note 13)	184,847,974	152,536,302
Depreciation and amortization	20,688,509	19,765,643
New Hampshire Medicaid Enhancement Tax (note 15)	22,236,061	23,697,723
Interest	6,271,971	6,803,539
Total expenses	581,265,530	545,680,771
Income from operations	40,342,753	3,716,203
Nonoperating gains (losses), net:		
Investment return (loss), net (notes 2 and 6)	38,813,745	(912,707)
Other (note 9)	989,525	1,128,774
Net periodic pension cost, net of service cost (note 8)	(3,325,713)	(1,426,971)
Nonoperating gains (losses), net	36,477,557	(1,210,904)
Excess of revenues and nonoperating gains (losses) over expenses	76,820,310	2,505,299
Pension adjustment (note 8)	65,869,905	(29,182,760)
Net transfers to affiliates (note 9)	(2,832,572)	(985,542)
Transfer of balances between funds	–	(28,666)
Increase (decrease) in net assets without donor restrictions	$139,857,643	$(27,691,669)

See accompanying notes.

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ELLIOT HOSPITAL AND AFFILIATES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended June 30, 2021 and 2020

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
Balances at July 1, 2019	$127,280,063	$15,039,613	$142,319,676
Excess of revenues and nonoperating (losses) gains over expenses	2,505,299	–	2,505,299
Investment return, net (note 6)	–	163,282	163,282
Net unrealized loss on investments (notes 2 and 6)	–	(18,804)	(18,804)
Pension adjustment (note 8)	(29,182,760)	–	(29,182,760)
Net transfers to affiliates (note 9)	(985,542)	–	(985,542)
Transfer of balances between funds	(28,666)	28,666	–
(Decrease) increase in net assets	(27,691,669)	173,144	(27,518,525)
Balances at June 30, 2020	99,588,394	15,212,757	114,801,151
Excess of revenues and nonoperating gains over expenses	76,820,310	–	76,820,310
Investment return, net (note 6)	–	1,704,547	1,704,547
Restricted gifts and bequests	–	50,000	50,000
Net unrealized gain on investments (notes 2 and 6)	–	97,564	97,564
Pension adjustment (note 8)	65,869,905	–	65,869,905
Net transfers to affiliates (note 9)	(2,832,572)	–	(2,832,572)
Increase in net assets	139,857,643	1,852,111	141,709,754
Balances at June 30, 2021	$239,446,037	$17,064,868	$256,510,905

See accompanying notes.

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ELLIOT HOSPITAL AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2021 and 2020

	2021	2020
Operating activities and net gains and losses:		
Increase (decrease) in net assets	$ 141,709,754	$ (27,518,525)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities and net gains and losses:		
Depreciation and amortization	20,688,509	19,765,643
Restricted gifts and bequests	(50,000)	–
Loss on disposal of property, plant and equipment	2,512	81,812
Restricted investment income and net gain on investments	(1,704,547)	(163,282)
Net transfers to affiliates	2,832,572	985,542
Pension adjustment	(65,869,905)	29,182,760
Net realized and unrealized (gains) and losses on investments	(38,560,210)	1,306,571
Changes in operating assets and liabilities:		
Accounts receivable	(10,061,169)	16,631,148
Inventories	(774,220)	(848,517)
Other current and noncurrent assets	16,524,873	(1,508,978)
Accounts payable and accrued expenses	(3,938,424)	(3,827,720)
Accrued salaries, wages and related accounts	5,856,196	726,947
Accrued interest	(8,485)	(35,741)
Amounts due to/from affiliates	29,881	(371,158)
Amounts due to/from SolutionHealth, Inc.	(5,227,968)	(1,058,518)
Accrued pension	3,439,580	2,064,401
Self-insurance reserves and other liabilities	3,762,614	8,886,374
Amounts payable to third-party payors	(2,972,911)	51,475,311
Net cash provided by operating activities and net gains and losses	65,678,652	95,774,070
Investing activities:		
Acquisition of property, plant and equipment	(11,332,109)	(35,469,956)
Net change in assets whose use is limited	(1,066,376)	(5,267,705)
Net change in investments	(10,293,106)	(20,319,926)
Net cash used by investing activities	(22,691,591)	(61,057,587)
Financing activities:		
Proceeds from issuance of long-term debt	–	20,850,000
Repayment of long-term debt	(8,942,933)	(7,482,707)
Net cash transfers to affiliates	(2,832,572)	(985,542)
Restricted investment income and net gain on investments	1,704,547	163,282
Restricted gifts and bequests	50,000	–
Net cash (used) provided by financing activities	(10,020,958)	12,545,033
Increase in cash and cash equivalents	32,966,103	47,261,516
Cash and cash equivalents at beginning of year	113,400,509	66,138,993
Cash and cash equivalents at end of year	$ 146,366,612	$ 113,400,509
Supplemental disclosure for noncash transactions:		
Equipment purchases financed with a capital lease	$ 1,700,008	$ –
Equipment purchases included in accounts payable at end of year	$ 2,563,231	$ –

See accompanying notes.

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1. Organization

Elliot Hospital is a not-for-profit acute care hospital which serves residents of Southern New Hampshire. Elliot Health System (the System) is the sole member of Elliot Hospital.

Elliot Hospital is the sole corporate member for Elliot Physician Network (EPN), a not-for-profit network of primary care physicians, and Elliot Professional Services (EPS), a not-for-profit network of specialty care physicians. These consolidated financial statements reflect the consolidated financial position, results of operations and cash flows of EPN, EPS and Elliot Hospital. These entities are collectively referred to as "the Hospital" in these consolidated financial statements.

Elliot Hospital (excluding EPN and EPS) and the System comprise the Obligated Group as defined under a Master Trust Indenture dated November 1, 2016 (as amended) under the 2013 and 2016 bond offerings. See note 5.

The sole corporate member of the System is SolutionHealth, Inc. SolutionHealth, Inc. performs certain administrative services on behalf of the System such as marketing, human resource functions, information technology services, finance and accounting, and materials management. These services are allocated and billed to the System on a monthly basis. For the year ended June 30, 2021, allocated amounts totaled $56,256,323 which were comprised of $35,654,118 in salaries, wages and employee benefits, and $20,602,205 in nonsalaries expense. For the year ended June 30, 2020, allocated amounts totaled $12,433,265 which were comprised of $9,781,045 in salaries, wages and employee benefits, and $2,652,220 in nonsalaries expense. The increase from prior year represents additional shared services transferred from the System to SolutionHealth, Inc.

The Hospital also participates in certain other strategic affiliation and joint operating agreements with outside entities.

2. Significant Accounting Policies

The accounting policies that affect the more significant elements of the consolidated financial statements of the Hospital are summarized below:

Principles of Consolidation

The consolidated financial statements include the accounts of Elliot Hospital, EPN and EPS. All significant intercompany balances and transactions have been eliminated in the consolidation.

Charity Care

The Hospital's patient acceptance policy is based on its mission and its community service responsibilities. Accordingly, the Hospital accepts patients in immediate need of care, regardless of their ability to pay. It does not pursue collection of amounts determined to qualify as charity care based on established policies. These policies define charity care as those services for which no payment is due for all or a portion of the patient's bill. For financial reporting purposes, charity care is excluded from patient service revenue.

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2. **Significant Accounting Policies (Continued)**

In estimating the cost of providing charity care, the Hospital uses the ratio of average patient care cost to gross charges and then applies that ratio to the gross uncompensated charges associated with providing charity care.

Cash and Cash Equivalents

Cash and cash equivalents include short-term investments and secured repurchase agreements which have an original maturity of three months or less when purchased.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

Accounts Receivable

Under the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a receivable. Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. Estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts.

Patient Service Revenues

Revenues generally relate to contracts with patients in which the Hospital's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for inpatient services are generally satisfied over a period of days. Performance obligations for outpatient services are generally satisfied over a period of less than one day. The contractual relationships with patients, in most cases, also involve a third-party payor (Medicare, Medicaid, managed care health plans and commercial insurance companies, including plans offered through the health insurance exchanges) and the transaction prices for the services provided are dependent upon the terms provided by Medicare and Medicaid or negotiated with managed care health plans and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. Medicare generally pays for inpatient and outpatient services at prospectively determined rates based on clinical, diagnostic and other factors. Services provided to patients having Medicaid coverage are generally paid at prospectively determined rates per discharge, per identified service or per covered member. Agreements with commercial insurance carriers, managed care and preferred provider organizations generally provide for payments based upon predetermined rates per diagnosis, per diem rates or discounted fee-for-service rates. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

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2. **Significant Accounting Policies (Continued)**

The collection of outstanding receivables for Medicare, Medicaid, managed care payers, other third-party payors and patients is the Hospital's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts, including patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities that represent a majority of hospital revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of our accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling twelve-months accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At June 30, 2021 and 2020, estimated implicit price concessions of $24,320,016 and $18,966,021, respectively, had been recorded as reductions to accounts receivable balances to enable the Hospital to record revenues and accounts receivable at the estimated amounts expected to be collected.

Income Taxes

Elliot Hospital, EPN and EPS are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the Hospital's tax positions and concluded the Hospital has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to the consolidated financial statements.

Performance Indicator

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenues and expenses. Peripheral transactions are reported as nonoperating gains or losses.

The consolidated statements of operations also include excess of revenues and nonoperating gains (losses) over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues and nonoperating gains (losses) over expenses, consistent with industry practice, include pension adjustments, certain other reclassifications and transfers to or from affiliates.

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2. **Significant Accounting Policies (Continued)**

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for property, plant and equipment (for capital-related items). Some restricted net assets have been restricted by donors to be maintained by the Hospital in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

Investments and Investment Income

Investments, including funds held by trustee under revenue bond and note agreements, are measured at fair value in the consolidated balance sheets. Interest and dividend income on unlimited use investments and operating cash is reported within operating revenues. Investment income or loss on assets whose use is limited (including realized and unrealized gains and losses on investments, and interest and dividends) is reported as nonoperating gains (losses). The Hospital has elected to reflect changes in the fair value of investments and assets whose use is limited, including both increases and decreases in value whether realized or unrealized in nonoperating gains or losses.

Beneficial Interest in Perpetual Trusts

The Hospital has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the Hospital are restricted by the donor for use in nursing education and women's and children's services. The Hospital's interest in the fair value of the trust assets is included in assets whose use is limited. Changes in the market value of beneficial trust assets are reported as increases or decreases to net assets with donor restrictions and is included within investment return on the accompanying consolidated statements of changes in net assets.

Investment Policies

The Hospital's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated funds.

Endowment funds are identified as perpetual in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

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2. **Significant Accounting Policies (Continued)**

Net assets with donor restrictions are restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to maximize total return while preserving the capital values of the funds, protecting the funds from inflation, and providing liquidity as needed. The objective is to maximize returns over the long-term with prudent levels of risk, while providing the liquidity necessary to carry out capital replacement and improvement initiatives.

The Hospital targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the Hospital considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the Hospital, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The Hospital currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal intact. From time to time, certain net assets and donor restrictions may have fair values less than the amount required to be maintained by donors or by law (underwater donor restricted net assets). The Hospital has interpreted UPMIFA to permit spending from underwater donor restricted net assets in accordance with prudent measures required under the law. At June 30, 2021 and 2020, there were no underwater donor restricted net assets.

Inventories

Inventories of supplies and pharmaceuticals are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

Bond Issuance Costs/Original Issue Premium or Discount

The bond issuance costs incurred to obtain financing for construction and renovation programs and the original issue premium or discount are being amortized over the life of the bonds. The original issue premium or discount and bond issuance costs are presented as a component of the face amount of bonds payable.

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2. **Significant Accounting Policies (Continued)**

Property, Plant and Equipment

Property, plant and equipment is stated at cost at time of purchase, or fair market value at time of donation, less reductions in carrying value based upon impairment and less accumulated depreciation. The Hospital's policy is to capitalize expenditures for major improvements and charge maintenance and repairs for expenditures which do not extend the lives of the related assets. The provision for depreciation is computed on the straight-line method at rates intended to amortize the cost of the related assets over their estimated useful lives. Assets which have been purchased but not yet placed in service are included in construction and projects in progress and no depreciation expense is recorded.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized after grants are formally awarded as the related expenditure is incurred.

Retirement Benefits

The Hospital participates in a defined benefit pension plan that prior to December 31, 2019 covered qualifying employees, the Elliot Health System Pension Plan (the Plan), which is sponsored by the System. The benefits were based on years of service and the employee's compensation during the period of employment. See note 8 for changes to this pension plan.

The System's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the *Employee Retirement Income Security Act of 1974*, plus such additional amounts as might be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Internal Revenue Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

The System provides, and the Hospital participates in, a defined contribution program. Under this program, eligible employees may receive annual employer contributions to a System 403(b) plan or 401(k) plan. For the year ended June 30, 2020, annual employer contributions totaled 3% of annual employee base pay. In September 2020, the Board of Directors of the System voted to change the employer contribution from a fixed 3% of annual employee base pay to a yearly determined amount at the discretion of the Board of Directors of the System. For the year ended June 30, 2021, annual employer contributions totaled 3% of annual employee base pay.

The System also provides matching contributions at the discretion of the System to a 403(b) plan or 401(k) plan equal to up to one-half of the employee's contribution to a maximum of 4% of their annual base pay. Total expense incurred by the Hospital was $4,568,116 and $6,106,425 under these defined contribution plans for the years ended June 30, 2021 and 2020, respectively.

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2. **Significant Accounting Policies (Continued)**

The System sponsors deferred compensation plans for certain qualifying employees. The amounts ultimately due to employees are to be paid upon the employees attaining certain criteria, including age. At June 30, 2021 and 2020, $29,554,709 and $22,248,589, respectively, is reflected in assets whose use is limited and $29,554,709 and $22,248,589, respectively, in other long-term liabilities related to such agreements.

Workers' Compensation

The System, including the Hospital, is self-insured for workers' compensation. The System has secured its obligation through a surety bond. The System maintains an excess insurance policy to limit its exposure on claims to $650,000 per occurrence. Reserves for claims made and potential unreported claims have been established to provide for incurred but unpaid claims. The amount of the reserve has been determined by an actuarial consultant.

Employee Health and Dental Insurance

The Hospital participates in a self-insurance plan for employee health and dental, sponsored by the System. Under the terms of the plan, employees meeting certain eligibility requirements and their dependents are eligible for participation and, as such, the System is responsible for the administration of the plan and any resultant liability incurred. The System maintains individual stop-loss insurance coverage.

Employee Fringe Benefits

The Hospital has an earned time plan. Under this plan, each qualifying employee earns paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays or illnesses. Hours earned but not used are vested with the employee and are paid to the employee upon termination subject to certain limits. The Hospital accrues a liability for such paid leave as it is earned, which totaled approximately $12,874,000 and $13,466,000 at June 30, 2021 and 2020, respectively, and is recorded in accrued salaries, wages and related accounts on the accompanying consolidated balance sheets.

Professional and General Liability Contingencies

The System, including the Hospital, is insured against professional and general liability contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintains excess professional and general liability insurance policies to cover claims in excess of liability retention levels. At June 30, 2021, there were no known professional and general liability claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required specific loss accruals. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves have been determined by actuarial consultants. The possibility exists, as a normal risk of doing business, that professional and general liability claims in excess of insurance coverage may be asserted against the System.

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2. **Significant Accounting Policies (Continued)**

In 2001, the Hospital created a self-insurance trust to fund the related actuarially-determined liability for incurred but unpaid claims. The trust fund and related liability are included in the accompanying consolidated balance sheets. In accordance with Accounting Standards Update (ASU) No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries* (ASU 2010-24), at June 30, 2021 and 2020, the Hospital recorded a liability of $15,730,731 and $21,019,706, respectively, related to estimated professional liability losses relating to reported cases as well as potentially incurred but not reported claims which is included in self-insurance reserves and other liabilities on the consolidated balance sheets. At June 30, 2021 and 2020, the Hospital also recorded a receivable of $1,811,090 and $2,515,159, respectively, related to estimated recoveries under insurance coverages provided by the self-insurance trust. At June 30, 2021, $1,054,354 is included in other assets and $756,736 is included in other current assets on the consolidated balance sheet. At June 30, 2020, the receivable is included in other assets on the consolidated balance sheet. It is the intention of management to fund the self-insurance trust as deemed necessary. The self-insurance trust has assets totaling $4,496,586 and $6,863,752 at June 30, 2021 and 2020, respectively, and is included within board designated and donor restricted investments in the accompanying consolidated balance sheets.

Litigation

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

Fair Value of Financial Instruments

The fair value of financial instruments is determined by reference to various market data and other valuation techniques as appropriate. Financial instruments consist of cash and cash equivalents, investments, accounts receivable, assets whose use is limited, accounts payable and amounts payable to third-party payors.

The fair value of all financial instruments approximates their relative book value as these financial instruments have short-term maturities or are recorded at fair value as disclosed in note 14.

Use of Estimates

The preparation of 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 date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are used in the areas of accounts receivable, insurance costs, alternative investment funds, employee benefit plans, amounts payable to third-party payors and contingencies. It is reasonably possible that actual results could differ from those estimates. Adjustments made with respect to the use of estimates often relate to improved information not previously available.

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2. Significant Accounting Policies (Continued)

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy and financial markets. While some restrictions have been eased across the U.S. and the State of New Hampshire has lifted limitations on non-emergent procedures, some restrictions remain in place. Consolidated patient volumes and revenues experienced gradual improvement beginning in the latter part of April 2020, and continuing through fiscal year 2021, however uncertainty still exists as the future is unpredictable. The Hospital's pandemic response plan has multiple facets and continues to evolve as the pandemic unfolds. The Hospital has taken precautionary steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents in its operations.

In 2021 and 2020, the federal government and certain state governments provided financial assistance to healthcare systems as a result of the COVID-19 pandemic. During the fourth quarter of fiscal 2020, the Hospital received approximately $46.3 million of accelerated Medicare payments and was awarded $10.5 million from the $50 billion general distribution fund and $8.6 million of targeted Provider Relief Fund distributions, as provided for under the *Coronavirus Aid Relief, and Economic Security Act* (CARES Act). Funds related to targeted distributions were received in July 2020 and were included in other current assets at June 30, 2020 on the accompanying consolidated balance sheets. In fiscal 2021, the Hospital received approximately $4.0 million in general Provider Relief Fund distributions.

Distributions from the Provider Relief Fund are not subject to repayment, provided the Hospital is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2021 and 2020, the Hospital recognized $4.0 million and $19.1 million, related to these distribution funds recorded within other revenue in the consolidated statements of operations and changes in net assets for the years ended June 30, 2021 and 2020, respectively.

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes to be deferred until December 2021 and the remaining half until December 2022. At June 30, 2021, the Hospital had deferred balances of payroll taxes totaling $8.8 million of which $4.3 million is included under the caption " accrued salaries, wages and related accounts" and $4.5 million is included under the caption "self-insurance reserves and other liabilities" in its consolidated balance sheets. At June 30, 2020, the Hospital had deferred balances of payroll taxes totaling $2.9 million which were included under the caption "self-insurance reserves and other liabilities" in the accompanying consolidated balance sheets.

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2. **Significant Accounting Policies (Continued)**

During fiscal year 2021, the Hospital received grants totaling approximately $8.6 million from the Governor's Office of Emergency Relief and Recovery (GOFERR). These payments are accounted for as government grants and are not subject to repayment, provided the Hospital is able to comply with the conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. The Hospital believes it met the terms and conditions of these grants in the fiscal year ended June 30, 2021 and these payments are recorded within other revenue in the consolidated statements of operations for the year ended June 30, 2021.

The Hospital will continue to monitor compliance with the terms and conditions of the Provider Relief Fund, GOFERR grants, and other potential assistance programs and available grants, and the impact of the pandemic on revenues and expenses. If the Hospital is unable to attest to or comply with current or future terms and conditions, the Hospital's ability to retain some or all of the distributions received may be impacted.

Reclassifications

Certain 2020 amounts have been reclassified to permit comparison with the 2021 consolidated financial statements presentation format.

Subsequent Events

Events occurring after the balance sheet date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through October 26, 2021 which is the date the consolidated financial statements were available to be issued.

Recent Accounting Pronouncements

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (ASU 2018-13). The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 was effective for the Hospital on July 1, 2020. The adoption of this ASU did not have a significant impact on the Hospital's consolidated financial statements.

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2. **Significant Accounting Policies (Continued)**

Prospective Accounting Pronouncements

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statement of operations and disclose the amount of contributed nonfinancial assets recognized within the statement of operations by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the Hospital beginning July 1, 2021. The Hospital is currently evaluating the impact of the pending adoption of ASU 2020-07 on its consolidated financial statements, however, does not anticipate it will result in a significant change.

In February 2016, the FASB issued ASU No. 2016-02 *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. ASU 2016-02 is effective for the Hospital on July 1, 2022, with early adoption permitted. 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 consolidated 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. The Hospital is currently evaluating the impact of the pending adoption of ASU 2016-02 on the consolidated financial statements.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides companies with optional expedients and exceptions to ease the potential accounting burden associated with transitioning away from reference rates that are expected to be discontinued. The optional expedients may be applied to contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued because of the reference rate reform. The amendments in this update are effective for all entities as of March 12, 2020 and may be adopted using a prospective approach through December 31, 2022. Management is currently evaluating the impact of the guidance and may apply elections as applicable as additional changes in the market occur during the LIBOR transition period.

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3. Patient Service Revenues

An estimated breakdown of patient service revenue from major payor sources, is as follows for the years ended June 30:

	2021	2020
Private payors (includes coinsurance and deductibles)	$370,293,693	$315,111,484
Medicaid	48,770,175	46,402,940
Medicare	148,750,281	128,121,192
Self-pay	3,977,857	3,285,642
	$571,792,006	$492,921,258

The Hospital maintains contracts with the Social Security Administration (Medicare) and the State of New Hampshire Department of Health and Human Services (Medicaid). The Hospital is paid a prospectively determined fixed price for Medicare and Medicaid inpatient acute care services depending on the type of illness or the patient's diagnostic related group classification. Reimbursement for Medicare for outpatient services is based upon a prospective standard rate for procedures performed or services rendered. Capital costs and certain Medicare and Medicaid outpatient services are also reimbursed on a prospectively determined fixed rate. The Hospital receives payment for other Medicare and Medicaid inpatient and outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. The percentage of patient service revenue earned from the Medicare and Medicaid programs was 27% and 6%, respectively, in 2021, and 26% and 6%, respectively, in 2020.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. 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. The Hospital believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payors increased (decreased) patient service revenues by approximately $600,000 and $(1,700,000) in 2021 and 2020, respectively.

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3. Patient Service Revenues (Continued)

During the fourth quarter of fiscal 2020, the Hospital requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. Recoupments will be made by applying claims for services provided to Medicare beneficiaries to the advance payment balance. One year from the date of receipt of the advance payments (beginning April 2021) 25% of the amounts advanced will be recouped in the first eleven months. An additional 25% of the amounts advanced will be recouped in the next six months with the entire amount repayable in 29 months. Any outstanding balance after 29 months is repayable at a 4% interest rate. During the year ended June 30, 2020, the Hospital received approximately $46.3 million from these accelerated Medicare payment requests. No recoupments were made during the year ended June 30, 2020. Recoupments totaling approximately $5.1 million were made during the year ended June 30, 2021, resulting in a remaining liability totaling approximately $41.2 million which is included under the caption "amounts payable to third-party payors" in the accompanying consolidated balance sheets.

The Hospital also maintains contracts with Anthem Blue Cross, Cigna, Harvard Pilgrim Health Care, certain commercial carriers, managed care plans and preferred provider organizations. The basis for payment under these agreements includes prospectively determined rates per discharge and per day, discounts from established charges and fee schedules.

4. Property, Plant and Equipment

The major categories of property, plant and equipment are as follows at June 30:

	2021	2020
Operating properties:		
Land and land improvements	$ 8,803,319	$ 8,803,319
Buildings and fixed equipment	240,932,409	226,133,479
Major movable equipment	226,510,002	211,926,643
Construction and projects in progress	15,668,036	29,592,375
	491,913,766	476,455,816
Less accumulated depreciation	(318,156,809)	(298,321,260)
	173,756,957	178,134,556
Rental properties:		
Major movable equipment	74,894	74,894
Buildings and fixed equipment	13,162,889	13,168,830
Construction in progress	11,820	–
	13,249,603	13,243,724
Less accumulated depreciation	(4,677,740)	(4,028,534)
	8,571,863	9,215,190
Net property, plant and equipment	$ 182,328,820	$ 187,349,746

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5. Debt

Long-term debt of the Hospital consists of the following at June 30:

	2021	2020
New Hampshire Health and Education Facilities Authority:		
Elliot Hospital Obligated Group Series 2016 Bonds with interest ranging from 2.00% to 5.00% per year. Principal payments commenced in October 2017 and are payable in annual installments ranging from $5,965,000 to $10,915,000 through October 2038	$134,055,000	$138,870,000
Plus unamortized original issue premium/discount	15,241,051	15,936,280
	149,296,051	154,806,280
Equipment financing with a fixed interest rate of 1.92% with required monthly principal payments ranging from $160,646 to $187,594 through August 2029 and secured by related equipment	17,029,993	18,937,845
Elliot Hospital Obligated Group Series 2013 Bonds with a fixed interest rate of 2.05% per year and a total monthly payment of principal and interest of $217,925. Paid in full during fiscal year 2021	–	869,551
Equipment lease financing with required monthly principal payments of $5,833 through December 2025	280,000	350,000
Equipment lease financing with required annual principal payments ranging from $559,199 to $602,233 through fiscal year 2023	1,161,432	–
	167,767,476	174,963,676
Less current portion	(9,343,568)	(8,404,358)
Less net unamortized bond issuance costs	(402,976)	(430,998)
	$158,020,932	$166,128,320

On November 15, 2016, the Hospital refunded its existing 2009 Series Bonds outstanding of $126,470,000 through the issuance of $147,020,000 in fixed rate New Hampshire Health and Education Facilities Authority Revenue Bonds with interest rates ranging from 2.00% to 5.00%. As of June 30, 2021 and 2020, the balance of defeased 2009 Series Bonds payable not included in the accompanying consolidated balance sheets was $122,090,000 and $123,270,000, respectively.

In 2019, the Hospital entered into a ten year $20,500,000 equipment financing agreement with Bank of America to acquire various property and equipment. Certain proceeds of the financing are held by a trustee, under the terms of an escrow agreement which allow for withdrawals only for approved purchases. Total amounts withdrawn in fiscal year 2021 totaled $171,222.

The Obligated Group's agreement with the New Hampshire Health and Education Facilities Authority for the 2016 Bond grants the Authority a security interest in the Hospital's gross receipts and a mortgage on the Hospital's existing and future facilities and equipment. In addition, under the terms of the master indenture, the Obligated Group is required to meet certain covenants requirements. For the years ended June 30, 2021 and 2020, the Hospital was in compliance with all required financial covenants.

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5. Debt (Continued)

Interest paid totaled $6,280,456 and $6,839,280 for the years ended June 30, 2021 and 2020, respectively. There was no interest capitalized for the years ended June 30, 2021 and 2020.

Aggregate annual principal payments required under the bond agreements for each of the five years ending June 30 are approximately: 2022 - $9,344,000; 2023 - $8,310,000; 2024 - $8,078,000; 2025 - $8,449,000; and 2026 - $8,761,000.

The System has entered into a $25,000,000 unsecured line of credit agreement with a bank which is due on demand. The line of credit agreement bears interest at LIBOR plus 1.15% (1.24% at June 30, 2021). At June 30, 2021 and 2020, there were no borrowings outstanding under this agreement. The agreement grants the bank a security interest in the System's securities, cash and deposit account balances to collateralize any future outstanding balances.

6. Investments and Assets Whose Use is Limited

Investments and assets whose use is limited at fair value are comprised of the following at June 30:

	2021	2020
Cash and equivalents	$ 12,759,399	$ 4,130,780
Marketable equity securities	137,745,448	121,552,275
Fixed income securities	80,267,293	64,248,302
U.S. Government obligations	–	7,773,283
Investments in real assets	5,430,561	–
Employee benefit plans and other	29,554,709	22,248,589
Beneficial interest in perpetual trusts	9,060,947	7,564,017
Alternative investments	12,690,812	10,072,231
	$287,509,169	$237,589,477

Board designated and donor restricted investments of the Hospital are pooled with other System entities into the Elliot Common Trust Fund LLC. The Hospital's allocation of this pool, along with self-insured trust funds, is comprised of the following at June 30:

	2021	2020
Board designated:		
Capital, working capital and community service	$112,081,980	$ 93,773,829
Self-insurance	4,496,586	6,863,752
	116,578,566	100,637,581
Donor restricted and other	11,747,109	9,783,808
	$128,325,675	$110,421,389

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6. Investments and Assets Whose Use is Limited (Continued)

Funds held by trustee under revenue bond and note agreements are comprised of the following at June 30, 2020:

Debt service funds	$ 1,631
Equipment lease financing funds	171,222
	$172,853

There are no funds held by trustee under revenue bond and note agreements at June 30, 2021.

Investment income, and realized and unrealized gains (losses) on investments are summarized as follows for the years ended June 30:

	2021	2020
Unrestricted investment income and net gains (losses) on investments are summarized as follows:		
Investment income	$ 4,619,509	$5,304,703
Nonoperating investment income	351,099	375,060
Realized gains (losses) on sale of investments, net	23,730,597	(998,512)
Net unrealized gains (losses) on investments	14,732,049	(289,255)
	43,433,254	4,391,996
Restricted investment income and net gains (losses) on investments are summarized as follows:		
Investment income and net income on investments	1,704,547	163,282
Net unrealized gains (losses) on investments	97,564	(18,804)
	1,802,111	144,478
Total restricted and unrestricted	$45,235,365	$4,536,474

7. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30:

	2021	2020
Purpose restriction:		
Health care services	$ 512,962	$ 402,539
Equipment and capital improvements	1,078,537	946,675
Education and scholarships	48,160	40,915
	1,639,659	1,390,129

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7. Net Assets With Donor Restrictions (Continued)

	2021	2020
Perpetual in nature:		
Investments, gains and income from which is donor restricted	$10,774,369	$ 9,171,788
Investments, gains and income from which is released to net assets without donor restrictions	4,650,840	4,650,840
	15,425,209	13,822,628
Total net assets with donor restrictions	$17,064,868	$15,212,757

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

8. Retirement Benefits

A reconciliation of the changes in the Elliot Health System Pension Plan's projected benefit obligation and the fair value of plan assets and a statement of funded status of the plan are as follows as of and for the years ended June 30:

	2021	2020
Changes in benefit obligation:		
Projected benefit obligations, beginning of year	$(433,779,248)	$(392,712,498)
Service cost	(1,857,334)	(5,700,520)
Interest cost	(11,707,578)	(13,437,944)
Benefits paid	10,716,673	9,609,711
Actuarial gain (loss)	4,757,304	(52,072,772)
Administrative expenses paid	1,527,300	1,807,835
Curtailment gain	–	18,726,940
Projected benefit obligations, end of year	$(430,342,883)	$(433,779,248)
Changes in plan assets:		
Fair value of plan assets, beginning of year	$ 304,707,382	$ 295,859,177
Actual return on plan assets	71,539,805	15,265,751
Contributions by plan sponsor	1,742,000	5,000,000
Benefits paid	(10,716,673)	(9,609,711)
Actual administrative expense paid	(1,527,300)	(1,807,835)
Fair value of plan assets, end of year	$ 365,745,214	$ 304,707,382
Funded status:		
Fair value of plan assets	$ 365,745,214	$ 304,707,382
Projected benefit obligations	(430,342,883)	(433,779,248)
Funded status of the plan	$ (64,597,669)	$(129,071,866)

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8. **Retirement Benefits (Continued)**

The accumulated benefit obligation at June 30, 2021 and 2020 was $430,342,883 and $433,779,248, respectively.

Amounts recognized in the consolidated statements of financial position consist of the following at June 30:

	2021	2020
Net liability recognized by the System	$(64,597,669)	$(129,071,866)
Amounts recognized by the Hospital	$(62,708,858)	$(125,139,183)

The weighted-average assumptions used to develop the projected benefit obligation are as follows as of June 30:

	2021	2020
Discount rate July 1, 2020 through June 30, 2021	2.81%	N/A
Discount rate January 1, 2020 through June 30, 2020	N/A	2.74
Discount rate July 1, 2019 through December 31, 2019	N/A	3.29

In 2021, the System began using the MP-2020 mortality improvement scale which also had an impact on the projected benefit obligation.

Amounts recognized in net assets without donor restrictions consist of the following at June 30:

	2021	2020
Net actuarial loss	$49,750,738	$117,767,404
Total amount recognized by the System	$49,750,738	$117,767,404
Amounts recognized by the Hospital	$48,273,464	$114,143,369

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8. Retirement Benefits (Continued)

Pension Plan Assets

The fair values of the System's pension plan assets and target allocations by asset category are as follows as of June 30, 2021 and 2020 (see note 14 for level definitions):

	Target Allocation	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
2021					
Short-term investments:	5%				
Cash and sweeps		$ 31,279,313	$ 31,279,313	$ –	$ –
Equity securities:	40%				
Common stock		146,999,045	146,999,045	–	–
Mutual funds		45,906,905	45,906,905	–	–
Other equities		9,543,525	9,543,525	–	–
Fixed income securities:	55%				
Corporate and foreign bonds		131,505,033	–	131,505,033	–
		365,233,821	$233,728,788	$131,505,033	$ –
Unallocated insurance contract		511,393			
		$365,745,214			
2020					
Short-term investments:	5%				
Cash and sweeps		$ 19,044,611	$ 19,044,611	$ –	$ –
Equity securities:	40%				
Mutual funds		164,689,588	164,689,588	–	–
Fixed income securities:	55%				
Corporate and foreign bonds		120,428,294	–	120,428,294	–
		304,162,493	$183,734,199	$120,428,294	$ –
Unallocated insurance contract		544,889			
		$304,707,382			

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8. Retirement Benefits (Continued)

The plan's primary investment objective is to ensure sufficient funds are available to meet the plan's benefit and expense obligations and to maintain compliance with regulatory funding requirements. Plan assets are invested in a prudent manner to meet the obligation of providing benefits to plan participants and their beneficiaries. The plan's portfolio primarily invests in a diversified portfolio of public equity, public debt, multi asset, and liability hedging investments.

The plan's secondary investment objective is to effectively manage the surplus/(deficit) risk between plan assets and plan liabilities. An effective hedging strategy may be considered in the investment program to mitigate interest rate risk in the plan, as the present value of the plan's liabilities are sensitive to changes in interest rates. The investment program shall consider the potential negative impact of fluctuating interest rates on the surplus/(deficit).

These funds are managed as permanent funds with disciplined longer term investment objectives and strategies designed to meet cash flow requirements of the plan. Funds are managed in accordance with ERISA and all other regulatory requirements.

Net periodic pension cost includes the following components at June 30:

	2021	2020
Service cost	$ 1,857,334	$ 5,700,520
Interest cost	11,707,578	13,437,944
Expected return on plan assets	(18,685,655)	(18,508,579)
Amortization:		
Actuarial loss	10,405,213	6,542,720
Net periodic pension cost - System	$ 5,284,470	$ 7,172,605
Amount recognized by the Hospital	$ 5,128,081	$ 6,952,789

The weighted-average assumptions used to develop net periodic pension cost were as follows for the years ended June 30:

	2021	2020
Discount rate July 1, 2020 through June 30, 2021	2.74%	N/A
Discount rate January 1, 2020 through June 30, 2020	N/A	3.29%
Discount rate July 1, 2019 through December 31, 2019	N/A	3.55

In selecting the long-term rate of return on assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the trust's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss amount expected to be recognized in net periodic benefit cost in 2022 totals $7,089,022.

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8. Retirement Benefits (Continued)

Contributions

The System does not expect to contribute to its pension plan in 2022.

Estimated Future Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid by the System:

Fiscal Year	Pension Benefits
2022	$ 12,842,800
2023	14,221,900
2024	15,590,700
2025	16,827,300
2026	17,886,600
Years 2027 – 2031	102,060,800

On May 16, 2019, the Board of Directors of the System resolved to freeze the defined benefit pension plan effective December 31, 2019. Any employee who was a participant of the plan on that date will continue as a participant. No other person will become a participant after that date. Benefits to participants stopped accruing on December 31, 2019. This amendment impacted the present value of accumulated plan benefits by eliminating the increase due to annual benefit accruals. In the fiscal year ended June 30, 2020, the Hospital recognized a gain of approximately $18.7 million related to this change which is included in the pension adjustment in the consolidated statements of operations and the consolidated statements of changes in net assets.

9. Related Party Transactions

Elliot Health System

The Hospital transferred cash and certain assets to Elliot Health System and its affiliates for the following purposes during the years ended June 30:

	2021	2020
Transfers to SolutionHealth, Inc.	$(2,832,572)	$(985,542)

In addition, for the years ended June 30, 2021 and 2020, the Hospital provided professional services for affiliates of the System. Included in other operating revenues for the years ended June 30, 2021 and 2020 is $2,930,632 and $3,280,668, respectively, which management has determined to be the cost of services incurred by the Hospital and provided and allocated to these affiliates. At June 30, 2021 and 2020, amounts due from affiliates related to these services are $85,306 and $115,187, respectively. These amounts are eliminated upon consolidation in the System consolidated financial statements.

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9. Related Party Transactions (Continued)

Leases

The Hospital leases various spaces that it owns under operating lease arrangements primarily to related parties. Rental income for the years ended June 30, 2021 and 2020 was $2,295,841 and $2,287,258, respectively. These amounts are included in other nonoperating gains (losses) in the accompanying consolidated statements of operations.

10. Community Benefits (Unaudited)

The mission of the Hospital is to provide quality, accessible healthcare services to patients regardless of their ability to pay. The Hospital subsidizes certain health care services, supports community-based healthcare providers, and provides outreach and educational programs.

Charity Care

The Hospital provides services to patients who are uninsured or underinsured under its charity care policy at no charge or at amounts less than its established charges. The estimated costs of providing charity care services are determined using the ratio of average patient care costs to gross charges, and then applying that ratio to the gross charges associated with providing such services.

Community Programs and Subsidized Services

The Hospital provides community health programs, health professional education through partnerships with local post-secondary organizations, health screenings, health publications and other health information services. Many of these services are provided at a financial loss and are subsidized by the Hospital in order to meet important community needs that otherwise would not be available. In addition, supporting contributions and in-kind services are made to a number of community organizations for the promotion of health-related activities.

Government-Sponsored Programs

The Hospital provided services to Medicare and Medicaid recipients. Reimbursement for such services is at rates substantially below cost.

The estimated cost of providing community benefits for the years ended June 30, 2021 and 2020 are summarized below:

	2021	2020
Charity care	$ 7,484,381	$ 8,582,104
Community programs and subsidized services	1,795,209	2,034,485
Government-sponsored programs	135,582,830	120,457,368
	$144,862,420	$131,073,957

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10. Community Benefits (Unaudited) (Continued)

In addition, the Hospital provides a significant amount of uncompensated care to patients that are reported as implicit price concessions. For the years ended June 30, 2021 and 2020, the Hospital reported implicit price concession revenue deductions of $21,656,787 and $21,656,573, respectively.

11. Functional Expenses

The Hospital provides general health care services to residents within its geographic location including inpatient, outpatient, physician and emergency care. Expenses related to providing these services are as follows for the years ended June 30, 2021 and 2020:

	Health Services	General and Administrative	Total
2021			
Salaries, wages and fringe benefits	$258,093,363	$ 89,127,652	$347,221,015
Supplies and other expenses	129,531,936	55,316,038	184,847,974
Interest	3,148,968	3,123,003	6,271,971
New Hampshire Medicaid Enhancement Tax	22,236,061	–	22,236,061
Depreciation and amortization	8,212,876	12,475,633	20,688,509
	$421,223,204	$160,042,326	$581,265,530
2020			
Salaries, wages and fringe benefits	$251,556,449	$ 91,321,115	$342,877,564
Supplies and other expenses	103,561,305	48,974,997	152,536,302
Interest	3,415,852	3,387,687	6,803,539
New Hampshire Medicaid Enhancement Tax	23,697,723	–	23,697,723
Depreciation and amortization	7,703,547	12,062,096	19,765,643
	$389,934,876	$155,745,895	$545,680,771

The consolidated financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as, depreciation and amortization, and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Specifically identifiable costs are assigned to the function to which they are identified.

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12. Concentration of Credit Risk

The Hospital grants credit without requiring collateral from its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors was as follows for the years ended June 30:

	2021	2020
Medicare	32%	33%
Medicaid	12	13
Managed care and other	25	26
Patients (self-pay)	12	15
Anthem Blue Cross	19	13
	100%	100%

13. Leases

The Hospital leases various office facilities and equipment from unrelated parties under noncancelable operating leases. Total rental expense, including month-to-month rentals, for the years ended June 30, 2021 and 2020 was $6,924,680 and $7,812,138, respectively.

Future minimum lease payments required under operating leases are as follows as of June 30, 2021:

Year Ending June 30:	
2022	$ 1,657,767
2023	1,423,351
2024	1,385,407
2025	1,378,800
2026	1,424,727
Thereafter	5,695,938
	$12,965,990

See also note 9 for certain related party lease arrangements.

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14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Hospital uses various methods including market, income and cost approaches. Based on these approaches, the Hospital often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Hospital utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Hospital is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the Hospital performs a detailed analysis of the assets and liabilities that are subject to fair value measurements. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3. The following is a description of the valuation methodologies used:

Marketable Equity Securities

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the Hospital at year end, which generally results in classification as Level 1 within the fair value hierarchy.

Fixed Income Securities

The fair value for debt instruments is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The Hospital holds U.S. governmental and federal agency debt instruments, municipal bonds, corporate bonds and foreign bonds, which are primarily classified as Level 2 within the fair value hierarchy.

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14. Fair Value Measurements (Continued)

Alternative Investments

The Hospital invests in certain alternative investments that include limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Hospital values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified at net asset value.

Hospital management is responsible for the fair value measurements of alternative investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

Beneficial Interests in Perpetual Trusts

The Hospital is the beneficiary of two perpetual trusts held by a third party. Under the terms of the trusts, the Hospital has the irrevocable right to receive the income earned on the assets of the trusts in perpetuity, but never receives the assets held in the trusts. The Hospital has transparency into the holdings of the trusts. These investments are generally classified as Level 1 within the fair value hierarchy.

Employee Benefit Plan and Other

Underlying plan investments within these funds are stated at quoted market prices. These investments are generally classified as Level 1 within the fair value hierarchy.

Fair Value on a Recurring Basis

The System invests certain assets on behalf of the Hospital. The System invests the amount in a pooled investment fund and allocates the return from the investment pool to the hospital, of which the Hospital is entitled to the majority of the pooled investment fund. The investment pool is invested in a variety of investments and amounts are available to the Hospital on demand.

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14. Fair Value Measurements (Continued)

The following presents the balances of assets measured at fair value on a recurring basis at June 30:

	Total	Level 1	Level 2	Level 3
2021				
Investments and assets whose use is limited:				
Cash and equivalents	$ 12,759,399	$ 12,759,399	$ –	$ –
Marketable equity securities:				
Common stocks	137,745,448	137,745,448	–	–
Fixed income securities:				
Governmental and municipal bonds	932,317	–	932,317	–
Corporate bonds	78,702,096	–	78,702,096	–
Foreign bonds	632,880	–	632,880	–
Investments in real assets	5,430,561	5,430,561	–	–
Beneficial interest in perpetual trusts	9,060,947	9,060,947	–	–
Employee benefit plans and other	29,554,709	29,554,709	–	–
Investments and assets whose use is limited	274,818,357	$194,551,064	$80,267,293	$ –
Alternative investment funds measured at net asset value	12,690,812			
Total assets	$287,509,169			
2020				
Investments and assets whose use is limited:				
Cash and equivalents	$ 4,130,780	$ 4,130,780	$ –	$ –
Marketable equity securities:				
Common stocks	121,552,275	121,552,275	–	–
Fixed income securities:				
Governmental and municipal bonds	700,114	–	700,114	–
Corporate bonds	62,835,075	–	62,835,075	–
Foreign bonds	713,113	–	713,113	–
U.S. Government obligations	7,773,283	–	7,773,283	–
Beneficial interest in perpetual trusts	7,564,017	7,564,017	–	–
Employee benefit plans and other	22,248,589	22,248,589	–	–
Investments and assets whose use is limited	227,517,246	$155,495,661	$72,021,585	$ –
Alternative investment funds measured at net asset value	10,072,231			
Total assets	$237,589,477			

The alternative investments consist of interests in twelve and nine funds at June 30, 2021 and 2020, respectively, that are not actively traded.

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14. Fair Value Measurements (Continued)

Net Assets Value Per Share

In accordance with ASU 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, the table below sets forth additional disclosures for alternative investments valued based on net asset value to further demonstrate the nature and risk of the investments by category at June 30:

Investment	Net Asset Value	Unfunded Commitment of the Hospital	Redemption Frequency	Redemption Notice Period
2021				
Multi-strategy hedge fund	$ 648,366	$ –	Illiquid	N/A
Global equity fund	115,677	157,149	Illiquid	N/A
Commingled REIT fund	174,956	1,574,393	Illiquid	N/A
Multi-strategy hedge fund	790,355	–	Annually	N/A
Multi-strategy hedge fund	2,732,706	–	Quarterly	95 days
Multi-strategy hedge fund	838,071	27,537	Illiquid	N/A
Equity fund	256,174	519,476	Illiquid	N/A
Multi-strategy hedge fund	1,629,667	–	Illiquid	N/A
Multi-strategy hedge fund	1,871,124	–	Quarterly	100 days
Multi-strategy hedge fund	1,823,409	–	Monthly	3 days
Multi-strategy hedge fund	1,706,327	–	Monthly	3 days
Multi-strategy hedge fund	103,980	1,420,069	Illiquid	N/A
2020				
Multi-strategy hedge fund	$ 822,396	$ –	Illiquid	N/A
Global equity fund	117,956	158,028	Illiquid	N/A
Commingled REIT fund	203,592	1,583,205	Illiquid	N/A
Multi-strategy hedge fund	1,032,389	–	Annually	N/A
Multi-strategy hedge fund	2,320,177	–	Quarterly	95 days
Multi-strategy hedge fund	804,087	28,209	Illiquid	N/A
Equity fund	115,409	670,828	Illiquid	N/A
Multi-strategy hedge fund	1,451,390	1,603,646	Illiquid	N/A
Multi-strategy hedge fund	1,673,786	–	Quarterly	100 days
Multi-strategy hedge fund	740,612	–	Monthly	3 days
Multi-strategy hedge fund	790,437	–	Monthly	3 days

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and consolidated statements of operations.

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14. Fair Value Measurements (Continued)

Investment Strategies

Fixed Income Securities (Debt Instruments)

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity Securities

The primary purpose of equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The Hospital may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

Alternative Investments

The primary purpose of alternative investments is to provide further portfolio diversification and to reduce overall portfolio volatility by investing in strategies that are less correlated with traditional equity and fixed income investments. Alternative investments may provide access to strategies otherwise not accessible through traditional equities and fixed income such as derivative instruments, real estate, distressed debt and private equity and debt.

15. Medicaid Enhancement Tax and Disproportionate Share

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.4% of the Hospital's patient service revenues in State fiscal years 2021 and 2020, with certain exclusions. The amount of the tax provided for by the Hospital for the years ended June 30, 2021 and 2020 was $22,236,061 and $23,697,723, respectively.

The State provides disproportionate share payments (DSH) to hospitals based on a set percentage of uncompensated care provided. The Hospital received $15,940,765 and $17,913,947 during the years ended June 30, 2021 and 2020, respectively. Reserves on these receipts were established for $1,771,195 and $1,990,439 at June 30, 2021 and 2020, respectively, as these programs are subject to the State DSH annual audit and potential redistributions.

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16. Financial Assets and Liquidity Resources

As of June 30, 2021, financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, consisted of the following:

Cash and cash equivalents	$146,366,612
Accounts receivable	37,621,279
	$183,987,891

To manage liquidity, the Hospital maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the Hospital. In addition, the Hospital has board-designated assets and investments without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of June 30, 2021, the balances in board-designated assets and investments were $116,578,566 and $120,567,838, respectively.

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Elliot Hospital Board of Trustees & Elliot Health System Board of Directors 2022

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Ian Lemmo

Education/Certifications:

- Licensed Clinical Mental Health Counselor
- Rivier University, MA Mental Health Counseling
- University of Hawaii at Manoa, BA in Psychology

Relevant Work History:

Elliot Hospital – Director of Substance Use Services Department

6/22-present

- Identifies the maternal substance use needs of our patients by collaborating with senior team, clinical staff and medical directors to create a comprehensive strategic plan for substance use services, oversees the programs and collaborates with community substance use and health care organizations to meet the needs of our greater Manchester community
- Collaborates with government, private sector, community and other social service agencies to develop strategies and programs that respond to the maternal substance use needs of the local community
- Directs and participates in the preparation and administration of operating and capital budgets; evaluates staffing, equipment and supply needs; prepares justifications and cost benefit analyses

Elliot Hospital – Program Manager

4/20-6/22

- Develop and implement policies and procedures related to service coordination and data collection for expectant and post-partum mothers struggling with opiate use disorder
- Work with comprehensive team of providers across multiple community organizations to improve collaboration and coordination of care
- Work with federal and state organizations for design and implementation of practices for required grant funding and reporting

Manchester Community College – Adjunct Faculty

8/19 – 5/20

- Course development and teaching for human sciences department
- Interactions with students regarding expectations and policies for growth
- Provide resources of educational development

LaMora Psychological Associates – LCMHC

9/18-5/20

- Provide individual counseling to individuals ages 13 and up including intakes, mental health assessments, safety planning and collaborative services
- Collaborate with comprehensive integrated team including psychiatrists, psychologists and social workers including participation and collaboration in group trainings and education seminars

Westbridge Inc. – Residential Clinician

12/17-9/18

- Provide one-on-one counseling to individuals with dual diagnosis and co-occurring with thought and mood disorders
- Provide group counseling including men's trauma, Wellness Recovery Action Plan (WRAP), Illness Management and Recovery (IMR), CBT, Career advisement and education assistance
- Provide side by side support for completion of activities of daily living (ADL) including hygiene and living space cleaning, meal planning, exercise regimens and medical appointments
- Complete intakes and mental health assessments for new participants entering into treatment
- Participate in group and peer supervision including psychiatrists, LDAC and LCMHC

Harbor Homes Inc. – Program Manager

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10/14 – 11/17

- Developed and oversee day to day operations with report writing and data tracking for grant funders for a SAMHSA grant funded program focused on providing mental health counseling, general case management and employment services to homeless veterans
- Established connections and relationships with veteran and community services and programs to develop comprehensive treatment for homeless veterans and civilians
- Establish and work with sub-contractors pertaining to substance use treatment and evaluations practices

Harbor Homes Inc. – Mental Health Counselor

10/14 – 12/17

- Provide one-on-one counseling to individuals at or below poverty level with pervasive mental health illnesses and co-occurring disorders including intakes and mental health assessments
- Provide group counseling in areas including co-occurring disorders, men's support groups and psychoeducation
- Participate in one-on-one supervision and peer supervision
- Conduct safety assessments and planning
- Work within an integrated behavioral health team including licensed mental health practitioners and medical practitioners for effective case conceptualizations and referrals

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SHANNON RONDEAU, RN, CARN, NREMT

SUMMARY

Professional Registered Nurse with strong leadership, coaching and communication skills. Recognized for working collaboratively with multidisciplinary teams to achieve successful patient outcomes. Expertise in working with various populations, providing care coordination with the goal of improved patient engagement, leading to improved health and wellness. Strong inter-personal communication skills, exceptional work ethic, highly organized and works well under pressure.

PROFESSIONAL EXPERIENCE

ELLIOT HEALTH SYSTEM, Manchester, NH — **October 2019 – Present**

MAT Nurse Care Coordinator
Initial contact for patients and serves as the main liaison between the patient and physician throughout Medication Assisted Therapy. Responsible for conducting the initial biopsychosocial patient assessment and oversight of buprenorphine/naloxone and naltrexone intake assessment, induction, stabilization, maintenance and relapse management.

SOBRIETY CENTERS OF NH-ANTRIM HOUSE, Antrim, NH — **December 2017 – October 2019**

Professional Registered Nurse
Responsible for implementing and supervising nursing services in the medical withdrawal management and SUD residential programs. Give direction to counselor assistants on shift. Assist in training and evaluation of staff. Develop policies and procedures.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH — **March 2017 – December 2017**

ACO Care Coordinator
Responsible for coordinating team-based care to provide health services for individuals, through effective partnerships with patients, their caregivers/families, community resources, and their physician. Demonstrate evidence of essential leadership, communication, education, collaboration, and counseling skills.

ANTHEM, INC., Manchester, NH — **January 2016 – October 2016**

Senior Clinical Care Consultant
Responsible for consulting with health care organizations to improve the effectiveness and efficiency of provider practices and clinical processes in the implementation of population health management strategies with a goal of achieving shared savings.

DARTMOUTH-HITCHCOCK MEDICAL CENTER, Bedford, NH — **December 2013 – January 2016**

Manager Clinical Population Health, ACO Support
Responsible for implementation and management of the strategic vision and goals related to ambulatory care management programs, patient engagement, and quality improvement across Dartmouth-Hitchcock Health and affiliates to improve overall performance and outcomes.

Health Coach, Center for Shared Decision Making — **March 2013 – December 2013**
Collaborated with multidisciplinary clinical teams in the patient centered medical home engaged in quality improvement processes to implement health coaching practice and patient engagement interventions within current workflows. Worked directly with the site coordinator to ensure delivery of high-quality, evidence-based, and patient-centered health coaching services while adhering to standard operating procedures with a high level of independence.

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HEALTH DIALOG, Bedford, NH **August 2011 – December 2012**

RN Manager / Community Leader
Provided management of 12-15 health coaches in a 24 hour registered nurse call center. Assisted in the development of protocols focusing on care coordination and transitions of care.

RN / Health Coach
Recruited and promoted to a manager position after 4 months in this role. Educated and guided members through their health care and wellness choices by accessing approved health coaching tools utilizing branching logic protocols, websites, library resources, and Shared Decision-Making materials for research.

DARTMOUTH MEDICAL SCHOOL, ADDICTION RESEARCH CENTER, Hanover, NH **August 2007 – February 2012**

RN / Project Coordinator III
Planned, coordinated and implemented defined research activities including direct patient care, providing expertise and guidance to the research team and investigators, assessment of clinical ratings, and data collection for two sites.

TOWN OF ANTRIM FIRE/RESCUE, Antrim, NH **July 2015 – September 2021**

Volunteer EMT/Firefighter
Provide High quality fire protection and Emergency Medical Services (EMS) to those who live in or visit Antrim, NH.

EDUCATION

- **BS**, Healthcare Administration
  - New England College, Henniker, NH
- **AS**, Nursing
  - Rivier College, Nashua, NH

LICENSURE & CERTIFICATION

- New Hampshire Registered Nurse
  - License #056554-21
- Certified Addictions Registered Nurse
  - Addictions Nursing Certification Board, Certification #5769
- NREMT, NH EMT
  - License #33101 E

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Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Ian Lemmo	Director SUD Department	26,520.00
Shannon Rondeau	MAT Nurse Care Coordinator	30,693.31

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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June 1, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below in **bold** for the continued provision of Medication Assisted Treatment to individuals with Opioid Use Disorders, by exercising contract renewal options to increase the total price limitation by $305,793 from $1,963,517 to $2,269,310 and extend the completion dates from June 30, 2022 to September 29, 2022, effective July 1, 2022 or upon Governor and Council approval, whichever is later. 100% Federal Funds.

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	**174360**	**Manchester**	**$323,959**	**$52,531**	**$376,490**	**O: 1/9/19, Item #9 A1: 6/24/21, Item #30 A2: 1/22/21, Item #22 A3: 9/29/21 Item #31**
LRGHealthcare	177161	Laconia	$439,526	$0	$439,526	O: 12/5/18, Item #22 A1: 1/22/19, Item #22
Mary Hitchcock Memorial Hospital	**177651**	**Lebanon**	**$513,127**	**$190,185**	**$703,312**	**O: 12/5/18, Item #22**

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						A1: 6/24/20, Item #30 A2: 1/22/21, Item #22 A3: 9/29/21 Item #31
Harbor Homes, Inc.	155358	Nashua	$271,428	$0	$271,428	O: 12/5/18 Item #22
Riverbend Community Mental Health, Inc.	177192	Concord	$271,428	$0	$271,428	O: 12/5/18, Item #22
Concord Hospital - Laconia	**355256**	**Laconia**	**$144,049**	**$63,077**	**$207,126**	**O: 6/2/2021, Item #27 A1: 9/29/21 Item #31**
		Total:	**$1,963,517**	**$305,793**	**$2,269,310**	

Funds are available in the following accounts for State Fiscal Year 2022, 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 to ensure Contractors continue providing comprehensive Medications for Substance Use Disorder (MSUD), formally referred to as Medication Assisted Treatment, to individuals with Substance Use Disorders. The Contractors will continue to provide evidence-based Medications for Substance Use Disorder for individuals with Opioid Use Disorder (OUD) who require necessary outpatient and community-based services. Medications for Substance Use Disorder is the use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of Opioid Use Disorder. These agreements also ensure the provision of services specifically designed for pregnant and postpartum women with Opioid Use Disorder including, but not limited to childcare and parenting education.

These contracts are integral for the Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response (SOR) grant to increase access to Medications for Substance Use Disorder throughout the State.

Approximately 250 individuals will be served between July 1, 2022 and September 29, 2022.

As referenced in C-1, Revisions to Standard Provisions, Section 9, Renewal, of the original contracts with Elliot Hospital of the City of Manchester and Mary Hitchcock Memorial Hospital, and as referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions

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to Form P-37, General Provision, Subsection 1.2 of the original contract with Concord Hospital - Laconia, the Department has the option to extend the agreements with Elliot Hospital of the City of Manchester and Mary Hitchcock Memorial Hospital for up to two (2) additional years, and to extend the contract with Concord Hospital, Inc. – Laconia for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the remaining three (3) months of renewal for each of the three (3) contracts. These Contractors have been integral partners and supports for the Regional Doorway system and continuing funding these contracts will ensure there is no gap in services. This renewal period will allow the Department to further assess the need for continued funding and the most efficient and effective model for service delivery and development.

Should the Governor and Executive Council not authorize this request, Individuals with Opioid Use Disorders, in need of Medications for Substance Use Disorder and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in an increase of overdoses or death during the waiting period and/or reduced motivation to seek help if it is unavailable to individuals when they are ready to seek help for Opioid Use Disorders. Any unavailability or delay in receiving Medications for Substance Use Disorder not only impacts the individual, but has potential consequences for families and communities as well, such as increase in homelessness, unemployment, and incarceration.

Areas Served: Manchester, Laconia, and Lebanon regions

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

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

100% Federal Funds

Vendor Name: Elliot Hospital of the City of Manchester — Vendor # 174360

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$40,734.00	$0.00	$40,734.00
2020	102/500731	Contracts for Program Services	92057040	$97,132.00	$0.00	$97,132.00
2021	102/500731	Contracts for Program Services	92057040	$28,500.00	$0.00	$28,500.00
2021	102/500731	Contracts for Program Services	92057047	$15,062.00	$0.00	$15,062.00
2021	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	102/500731	Contracts for Program Services	92057048	$30,000.00	$0.00	$30,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$52,531.00	$0.00	$52,531.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$35,021.00	$35,021.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$17,510.00	$17,510.00
		Sub Total		*$323,959.00*	*$52,531.00*	*$376,490.00*

Vendor Name: Harbor Homes, Inc. — Vendor # 155358

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name: LRGHealthcare — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$24,098.00	$0.00	$24,098.00
2021	102/500731	Contracts for Program Services	92057047	$96,000.00	$0.00	$96,000.00
2021	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$439,526.00*	*$0.00*	*$439,526.00*

Vendor Name: Mary Hitchcock Memorial Hospital — Vendor # 176651

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$155,941.00	$0.00	$155,941.00
2021	102/500731	Contracts for Program Services	92057040	$42,000.00	$0.00	$42,000.00
2021	102/500731	Contracts for Program Services	92057047	$30,124.00	$0.00	$30,124.00
2021	102/500731	Contracts for Program Services	92057048	$120,000.00	$0.00	$120,000.00
2022	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$105,062.00	$0.00	$105,062.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$125,128.00	$125,128.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$65,057.00	$65,057.00
		Sub Total		*$513,127.00*	*$190,185.00*	*$703,312.00*

Vendor Name: Riverbend Community Mental Health — Vendor # 177192

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$101,786.00	$0.00	$101,786.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

2021	102/500731	Contracts for Program Services	92057040	$33,928.00	$0.00	$33,928.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name Concord Hospital - Laconia — Vendor # 355356

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$33,000.00	$0.00	$33,000.00
2021	102/500731	Contracts for Program Services	92057048	$14,000.00	$0.00	$14,000.00
2022	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$49,049.00	$0.00	$49,049.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$42,976.00	$42,976.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$20,101.00	$20,101.00
		Sub Total		*$144,049.00*	*$63,077.00*	*$207,126.00*

Overall Total	$1,963,517.00	$305,793.00	$2,269,310.00

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State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Medication Assisted Treatment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Elliot Hospital of the City of Manchester ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 9, 2019 (Item #9), as amended on June 24, 2020 (Item #30), January 22, 2021 (Item #22), and most recently on September 29, 2021 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1 Revisions to General Provisions, Section 9, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 29, 2022

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $376,490.

3. Modify Exhibit B-7, Amendment #7 Budget, SOR II, by replacing it in its' entirety with Exhibit B-8, Amendment #4 Budget, which is attached hereto and incorporated by reference herein.

4. Add Exhibit B-9 Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/19/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Elliot Hospital of the City of Manchester

5/18/22
Date

Name: W. Gregory Baxter, MD
Title: President + CEO

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DocuSign Envelope ID: 8879538F-B433-4A30-831D-49E1462ACA9C

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

OFFICE OF THE ATTORNEY GENERAL

6/1/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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New Hampshire Department of Health and Human Services			
Contractor Name:	Elliot Hospital of the City of Manchester		
Budget Request for:	Medication Assisted Treatment		
Budget Period	9/30/2021-6/30/2022 (FY22)		
Indirect Cost Rate (If applicable)	0.00%		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$77,000	$0	$77,000
2. Fringe Benefits	$8,052	$0	$8,052
3. Consultants	$0	$0	$0
4. Equipment	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies Office	$0	$0	$0
6. Travel	$0	$0	$0
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0
8. (b) Other - Education and Training	$2,500	$0	$2,500
8. (c) Other - Other (please specify)			
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$0	$0	$0
Total Direct Costs	$87,552	$0	$87,552
Total Indirect Costs	$0	$0	$0
TOTAL	$87,552	$0	$87,552

Contractor Initials DVB

Date 5/18/22

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New Hampshire Department of Health and Human Services

Contractor Name: *Elliot Hospital of the City of Manchester*

Budget Request for: *Medication Assisted Treatment*

Budget Period *7/01/2022-9/29/2022 (FY23)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$13,000	$0	$13,000
2. Fringe Benefits	$2,010	$0	$2,010
3. Consultants	$0	$0	$0
4. Equipment	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies Office	$0	$0	$0
6. Travel	$0	$0	$0
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$2,500	$0	$2,500
8. (b) Other - Education and Training			
8. (c) Other - Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$0	$0	$0
Total Direct Costs	$17,510	$0	$17,510
Total Indirect Costs	$0	$0	$0
TOTAL	$17,510	$0	$17,510

Contractor Initials

Date 5/18/22

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

August 20, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below in **bold** for the continued provision of Medication Assisted Treatment to individuals with Opioid Use Disorders, by exercising contract renewal options by increasing the total price limitation by $206,642 from $1,756,875 to $1,963,517 and extending the completion dates from September 29, 2021 to June 30, 2022, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts and subsequent amendments were approved by Governor and Council as listed in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	**174360**	**Manchester**	**$271,428**	**$52,531**	**$323,959**	**O: 1/9/19, Item #9** **A1: 6/24/21, Item #30** **A2: 1/22/21, Item #22**
LRGHealthcare	177161	Laconia	$439,526	$0	$439,526	O: 12/5/18, Item #22 A1: 1/22/19, Item #22
Mary Hitchcock Memorial Hospital	**177651**	**Lebanon**	**$408,065**	**$105,062**	**$513,127**	**O: 12/5/18, Item #22** **A1: 6/24/20, Item #30** **A2: 1/22/21, Item #22**
Harbor Homes, Inc.	155358	Nashua	$271,428	$0	$271,428	O: 12/5/18,Item #22

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Riverbend Community Mental Health, Inc.	177192	Concord	$271,428	$0	$271,428	O: 12/5/18, Item #22
Concord Hospital - Laconia	355258	Laconia	$95,000	$49,049	$144,049	O: 8/2/2021, Item #27
		Total:	$1,756,875	$206,642	$1,963,517	

Funds are available in the following accounts for State Fiscal Year 2022, 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 continue providing comprehensive Medication Assisted Treatment to individuals with Substance Use Disorder by using FDA-approved medications while ensuring the provision of services specifically designed for pregnant and postpartum women with Opioid Use Disorder.

Approximately 1,000 individuals will be served during State Fiscal Year 2022.

The Department will monitor contracted services through monthly reports to ensure:

- Fifty percent (50%) of individuals with Opioid Use Disorder referred to the Contractors for Medication Assisted Treatment services receive at least three (3) clinically appropriate, Medication Assisted Treatment related services.
- One hundred percent (100%) of clients seeking services that enter care directly through the Contractors, who consent to information sharing with the Regional Doorway for Opioid Use Disorder services, receive a Doorway referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Contractors by the Regional Doorway for Opioid Use Disorder services have proper consents in place for transfer of information for the purposes of data collection between the Doorway and the Contractors.

As referenced in C-1, Revisions to Standard Contract Language of the original contracts for Elliot Hospital of the City of Manchester and Mary Hitchcock Memorial Hospital, and as referenced in Exhibit A, Revisions to Standard Agreement Provisions Language of the original contract with Concord Hospital - Laconia, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for nine (9) months of the one (1) year available.

Should the Governor and Executive Council not authorize this request, individuals with Opioid Use Disorder in need of Medication Assisted Treatment and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in an increase of overdoses during the waiting period and/or reduced motivation to seek help if it is unavailable to individuals when they are ready to seek help for Opioid Use Disorder.

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Area Served: Area served: Manchester, Laconia, and Lebanon regions

Source of Funds: CFDA #93.788, FAIN #TI081685 and CFDA #93.788, FAIN #TI083326.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

100% Federal Funds

Vendor Name: Elliot Hospital of the City of Manchester — Vendor # 174360

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$40,734.00	$0.00	$40,734.00
2020	102/500731	Contracts for Program Services	92057040	$97,132.00	$0.00	$97,132.00
2021	102/500731	Contracts for Program Services	92057040	$28,500.00	$0.00	$28,500.00
2021	102/500731	Contracts for Program Services	92057047	$15,062.00	$0.00	$15,062.00
2021	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	102/500731	Contracts for Program Services	92057048	$30,000.00	$0.00	$30,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$52,531.00	$52,531.00
		Sub Total		*$271,428.00*	*$52,531.00*	*$323,959.00*

Vendor Name: Harbor Homes, Inc. — Vendor # 155358

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name: LRGHealthcare — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$24,098.00	$0.00	$24,098.00
2021	102/500731	Contracts for Program Services	92057047	$96,000.00	$0.00	$96,000.00
2021	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$439,526.00*	*$0.00*	*$439,526.00*

Vendor Name: Mary Hitchcock Memorial Hospital — Vendor # 176851

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$155,941.00	$0.00	$155,941.00
2021	102/500731	Contracts for Program Services	92057040	$42,000.00	$0.00	$42,000.00
2021	102/500731	Contracts for Program Services	92057047	$30,124.00	$0.00	$30,124.00
2021	102/500731	Contracts for Program Services	92057048	$120,000.00	$0.00	$120,000.00
2022	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$105,062.00	$105,062.00
		Sub Total		*$408,065.00*	*$105,062.00*	*$513,127.00*

Vendor Name: Riverbend Community Mental Health — Vendor # 177192

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$101,786.00	$0.00	$101,786.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$33,928.00	$0.00	$33,928.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name Concord Hospital - Laconia — Vendor # 355356

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$33,000.00	$0.00	$33,000.00
2021	102/500731	Contracts for Program Services	92057048	$14,000.00	$0.00	$14,000.00
2022	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$49,049.00	$49,049.00
		Sub Total		*$95,000.00*	*$49,049.00*	*$144,049.00*
			Overall Total	$1,756,875.00	$206,642.00	$1,963,517.00

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State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Medication Assisted Treatment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Elliot Hospital of the City of Manchester ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 9, 2019 (Item #9), as amended on June 24, 2020 (Item #30), as amended on January 22, 2021 (Item #22), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 9, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $323,959.

3. Modify Exhibit A, Section 8, State Opioid Response (SOR) Grant Standards, Subsection 8.3. to read:

   8.3. Reserved

4. Modify Exhibit A, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, Paragraph 8.10., to read:

   8.10. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana for treatment using marijuana. The Contractor shall ensure:

   8.10.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

   8.10.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental disorders.

   8.10.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

5. Modify Exhibit A, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, by adding Paragraph 8.12., to read:

   8.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan

Includes:

8.12.1. Internal policies for the distribution of Fentanyl strips;

8.12.2. Distribution methods and frequency; and

8.12.3. Other key data, as requested by the Department.

6. Modify Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, Section 1, to read:

1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083328.

7. Modify Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, Section 1, to read:

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 item, as specified in Exhibit B-1, Budget through Exhibit B-7 Amendment #3 Budget, SOR II.

8. Modify Exhibit B, Amendment # 2, Methods and Conditions Precedent to Payment, Section 5., to read:

5. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

5.1. Backup documentation includes, but is not limited to:

5.1.1. General Ledger showing revenue and expenses for the contract.

5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

5.1.2.1: Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

5.1.2.2: Attestation and time tracking templates, which are available to the Department upon request.

5.1.3. Invoices supporting expenses reported.

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or

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provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

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

5.1.3.1.8. Cell phones and cell phone minutes for clients.

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

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

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

5.1.8. Information requested by the Department verifying allocation of offset based on third party revenue received.

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

9. Add Exhibit B-7, Amendment #3 Budget, SOR II, which is attached hereto and incorporated by reference herein.

Contractor Initials: [signature]
Date: 9.9.21

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

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

State of New Hampshire
Department of Health and Human Services

9/9/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Elliot Hospital of the City of Manchester

9.9.21
Date

Name:
Title: by Gregory Baxter, MD President

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

OFFICE OF THE ATTORNEY GENERAL

9/13/2021
Date

DocuSigned by:
J. Christopher Marshall
Name: J. Christopher Marshall
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

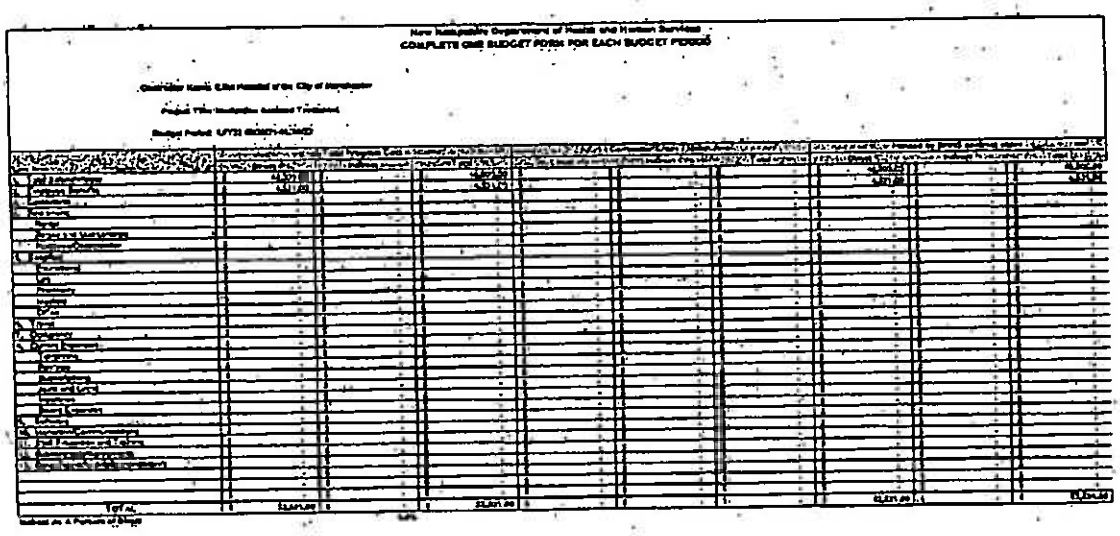
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Title:

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



9.9.24

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

January 4, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing contracts with the vendors listed below in bold for the provision of medication assisted treatment to individuals with opioid use disorders, by exercising renewal options by increasing the total price limitation by $264,737 from $1,397,138 to $1,661,875 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective upon Governor and Council approval. 100% Federal Funds.

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

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIVISION, STATE OPIOID RESPONSE GRANT

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	**174360**	**Manchester**	**$271,428**	**$0**	**$271,428**	**O: 1/9/19, Item #9** **A1: 6/24/20, Item #30**
Harbor Homes, Inc.	155358	Nashua	$271,428	$0	$271,428	O: 12/5/18, Item #22
LRGHealthcare	**177161**	**Laconia**	**$271,428**	**$168,098**	**$439,526**	**O: 12/5/18, Item #22**
Mary Hitchcock Memorial Hospital	**177651**	**Lebanon**	**$311,426**	**$96,639**	**$408,065**	**O: 12/5/18, Item #22** **A1: 6/24/20, Item #30**
Riverbend Community Mental health, Inc.	177192	Concord	$271,428	$0	$271,428	O: 12/5/18, Item #22
		Total:	$1,397,138	$264,737	$1,661,875	

See attached fiscal details.

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EXPLANATION

This request is **Retroactive** because there cannot be a lapse in services to clients. The State Opioid Response Grant funds anticipated to be available in State Fiscal Year 2020 were not yet appropriated in the operating budget and the Department did not receive the federal award letter for funding in time to submit this request prior to the current contracts expiring.

This purpose of this request is to allow the Contractor to continue providing comprehensive Medication Assisted Treatment to individuals with Substance Use Disorder by using FDA-approved medications. The Contractors ensure the provision of services specifically designed for pregnant and postpartum women with Opioid Use Disorder.

Approximately 1,000 individuals with substance use disorder who are in need of medication assisted treatment will be served from September 30, 2020 to September 29, 2021.

The Department will monitor contracted services through monthly reports to ensure:

- Fifty percent (50%) of individuals with Opioid Use Disorder referred to the Contractors for Medication Assisted Treatment services receive at least three (3) clinically appropriate, Medication Assisted Treatment related services.
- One hundred percent (100%) of clients seeking services that enter care directly through the Contractors, who consent to information sharing with the Regional Doorway for Opioid Use Disorder services, receive a Doorway referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Contractors by the Regional Doorway for Opioid Use Disorder services have proper consents in place for transfer of information for the purposes of data collection between the Doorway and the Contractors.

As referenced in C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year of the two (2) years available.

Should the Governor and Executive Council not authorize this request, individuals with Opioid Use Disorder in need of Medication Assisted Treatment and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in an increase of overdose fatalities during the waiting period and/or reeducated motivation to seek help if it is unavailable to individuals when they are ready to seek assistance for Opioid Use Disorder.

Area served: Manchester, Nashua, Laconia, and Lebanon regions

Source of Funds: CFDA #93.788, FAIN #TI081685 and CFDA #93.788, FAIN #TI083326.

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. Weaver
Deputy Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL

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

100% Federal Funds CFDA #93.788 FAIN H79TI081685 and H79TI083326

Elliot Hospital of the City of Manchester — Vendor # 174360

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$ 107,214	$ (66,480)	$ 40,734
2020	102/500731	Contracts for Program Services	92057040	$ 135,714	$ (38,582)	$ 97,132
2021	102/500731	Contracts for Program Services	92057040	$ 28,500	$ -	$ 28,500
2021	102/500731	Contracts for Program Services	92057047	$ -	$ 15,062	$ 15,062
2021	102/500731	Contracts for Program Services	92057048	$ -	$ 60,000	$ 60,000
2022	102/500731	Contracts for Program Services	92057048	$ -	$ 30,000	$ 30,000
		Sub Total		$ 271,428	$ -	$ 271,428

Harbor Homes, Inc — Vendor # 155358

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$ 135,714	$ -	$ 135,714
2020	102/500731	Contracts for Program Services	92057040	$ 135,714	$ -	$ 135,714
2021	102/500731	Contracts for Program Services	92057040	$ -	$ -	$ -
2021	102/500731	Contracts for Program Services	92057047	$ -	$ -	$ -
2021	102/500731	Contracts for Program Services	92057048	$ -	$ -	$ -
2022	102/500731	Contracts for Program Services	92057048	$ -	$ -	$ -
		Sub Total		$ 271,428	$ -	$ 271,428

LRGHealthcare — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$ 135,714	$ -	$ 135,714
2020	102/500731	Contracts for Program Services	92057040	$ 135,714	$ -	$ 135,714
2021	102/500731	Contracts for Program Services	92057040	$ -	$ -	$ -
2021	102/500731	Contracts for Program Services	92057047	$ -	$ 24,098	$ 24,098
2021	102/500731	Contracts for Program Services	92057048	$ -	$ 96,000	$ 96,000
2022	102/500731	Contracts for Program Services	92057048	$ -	$ 48,000	$ 48,000
		Sub Total		$ 271,428	$ 168,098	$ 439,526

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL

Mary Hitchcock Memorial Hospital — Vendor # 178651

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$ 113,485	$ (113,485)	$ -
2020	102/500731	Contracts for Program Services	92057040	$ 155,941	$ -	$ 155,941
2021	102/500731	Contracts for Program Services	92057040	$ 42,000	$ -	$ 42,000
2021	102/500731	Contracts for Program Services	92057047	$ -	$ 30,124	$ 30,124
2021	102/500731	Contracts for Program Services	92057048	$ -	$ 120,000	$ 120,000
2022	102/500731	Contracts for Program Services	92057048	$ -	$ 60,000	$ 60,000
		Sub Total		$ 311,426	$ 96,639	$ 408,065

Riverbend Community Mental Health — Vendor # 177192

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$ 101,786	$ -	$ 101,786
2020	102/500731	Contracts for Program Services	92057040	$ 135,714	$ -	$ 135,714
2021	102/500731	Contracts for Program Services	92057040	$ 33,928	$ -	$ 33,928
		Sub Total		$ 271,428	$ -	$ 271,428

Overall Total	$ 1,397,138	$ 264,737	$ 1,661,875

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State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Medication Assisted Treatment Contract

This 2nd Amendment to the Medication Assisted Treatment contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Elliot Hospital of the City of Manchester, (hereinafter referred to as "the Contractor"), a domestic nonprofit corporation with a place of business at 1 Elliott Way, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 9, 2019, (Item #9), as amended on June 24, 2020, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 9, Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 29, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $271,428.

3. Modify Exhibit A, Scope of Services, Section 2, Section 2, Scope of Work – Community Based, Subsection 2.7, Paragraph 2.7.3, to read:

   2.7.3. Reserved.

4. Modify Exhibit A, Scope of Services, Section 2, Section 2, Scope of Work – Community Based, Subsection 2.7, Paragraph 2.7.4, to read:

   2.7.4. Coordinate all services delivered to patients with the local Regional Hub for OUD services (hereafter referred to as "Doorway") including, but not limited to accepting clinical evaluation results for level of care placement from the Doorway.

5. Modify Exhibit A, Scope of Services, Section 2, Section 2, Scope of Work – Community Based, Subsection 2.11, to read:

   2.11. The Contractor shall collaborate and develop formal referral and information sharing agreements with other providers that offer services to individuals with OUD, including the local Doorway.

6. Modify Exhibit A, Scope of Services, Section 2, Scope of Work – Community Based, Subsection 2.12, to read:

   2.12. The Contractor shall communicate client needs with the Doorway(s) to ensure client access to financial assistance through flexible needs funds managed by the Doorway(s).

7. Modify Exhibit A, Scope of Services, Section 6, Reporting and Deliverable Requirements, Subsection 6.1, to read:

   6.1. The Contractor shall ensure their MAT Nurse Care Coordinators coordinate the sharing of

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client data and service needs with the Doorway(s) to ensure that each patient served has a GPRA interview completed at intake, six (6) months, and discharge.

8. Modify Exhibit A, Scope of Services, Section 6, Reporting and Deliverable Requirements, Subsection 6.2, to read:

   6.2. The Contractor shall gather and submit de-identified, aggregate patient data to the Department on the tenth (10^{th}) day of each month using a Department-approved method. The Contractor shall ensure the data collected includes, but is not limited to:

   6.2.1. Diagnoses.

   6.2.2. Demographic characteristics.

   6.2.3. Substance use.

   6.2.4. Services received.

   6.2.5. Types of MAT received.

   6.2.6. Length of stay in treatment.

   6.2.7. Employment status.

   6.2.8. Criminal justice involvement.

   6.2.9. Housing.

9. Modify Exhibit A, Scope of Services, Section 6, Reporting and Deliverable Requirements, Subsection 6.3, to read:

   6.3. The Contractor shall submit monthly reports on federally required data points specific to funding sources, as identified by SAMHSA and detailed in Exhibit B.

10. Modify Exhibit A, Scope of Services, Section 6, Reporting and Deliverable Requirements, by adding Subsection 6.5, to read:

    6.4. The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.

11. Modify Exhibit A, Scope of Services, Section 7, Performance Measures, by adding Subsection 7.4, to read:

    7.4. The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

12. Modify Exhibit A, Scope of Services by adding Section 8, State Opioid Response (SOR) Grant Standards, to read:

    8. State Opioid Response (SOR) Grant Standards

    8.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:

    8.1.1. Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.

    8.1.2. Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.

    8.1.3. Only provides medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically



appropriate.

8.2. The Contractor shall ensure that only FDA-approved MAT for OUD is utilized.

8.3. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.

8.4. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.

8.5. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.

8.5.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

8.5.2. The Department reserves the right to terminate the contract and liquidated unspent funds, if services are not in place within ninety (90) days of the contract effective date.

8.6. The Contractor shall accept clients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

8.7. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

8.8. The Contractor shall ensure that all clients are regularly screened for, tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

8.9. The Contractor shall collaborate with the Department to understand and comply with all appropriate DHHS, State of NH, SAMHSA, and other Federal terms, conditions, and requirement.

8.10. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:

8.10.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

8.10.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

8.10.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

8.10.4. Attestations will be provided to the Contractor by the Department.

8.10.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.

8.11. The Contractor shall refer to Exhibit C for grant terms and conditions including, but not

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limited to:

8.11.1. Invoicing;

8.11.2. Funding restrictions; and

8.11.3 Billing.

13. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein, in order to update payment terms to reflect current funding requirements.
14. Modify Exhibit B-3, Amendment #1 Budget by reducing the total budget amount by $28,500 which is identified as unspent funding of which $15,062 is being carried forward to fund the activities in this Agreement for SFY 21 September 30, 2020 through December 31, 2020 as specified in Exhibit B-4, Amendment #2 Budget, NCE.
15. Add Exhibit B-4, Amendment #2 Budget, NCE, which is attached hereto and incorporated by reference herein.
16. Add Exhibit B-5, Amendment #2 Budget, SOR II, which is attached hereto and incorporated by reference herein.
17. Add Exhibit B-6, Amendment #2 Budget, SOR-II, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be retroactively effective to September 29, 2020 upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

12/14/2020
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Elliot Hospital of the City of Manchester

12-8-20
Date

Name: W. Gregory Baxter, MD
Title: President

New Hampshire Department of Health and Human Services
Medication Assisted Treatment

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

OFFICE OF THE ATTORNEY GENERAL

12/22/2020
Date

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Methods and Conditions Precedent to Payment

1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.330.
   2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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 item, as specified in Exhibit B-1, Budget through Exhibit B-6 Amendment #2 Budget SOR II.
4. The Contractor shall seek payment for services as follows:
   4.1. First, the Contractor shall charge the client's private insurance or other payor sources.
   4.2. Second, the Contractor shall charge Medicare.
   4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
      4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
      4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   4.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
   4.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall

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be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

5.1. Backup documentation includes, but is not limited to:

5.1.1. General Ledger showing revenue and expenses for the contract.

5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

5.1.3. Invoices supporting expenses reported.

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

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

5.1.3.1.8. Cell phones and cell phone minutes for clients.

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

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

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

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

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

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

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

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

8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

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

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

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

12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services, including failure to submit required monthly and/or quarterly reports.

13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

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

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

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

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

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

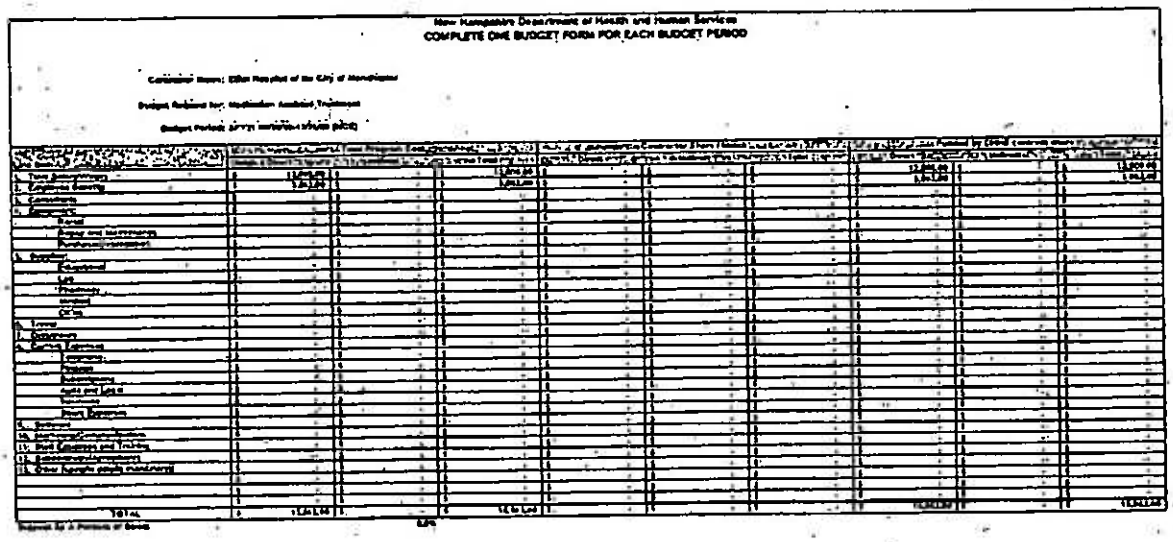
14.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

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



12/1/20

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Exhibit B-4, Amendment #1 Budget Sheet 6

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

Contractor Name: Elliot Hospital of the City of Manchester

Budget Request for: Medication Assisted Treatment

Budget Period: SFY21 7/01/21 06/30/21

1. Total Salary/Wages							
2. Employee Benefits							
3. Consultants							
4. Equipment:							
Rental							
Repair and Maintenance							
Purchase/Depreciation							
5. Supplies:							
Educational							
Lab							
Pharmacy							
Medical							
Office							
6. Travel							
7. Occupancy							
8. Current Expenses							
Telephone							
Postage							
Subscriptions							
Audit and Legal							
Insurance							
Board Expenses							
9. Software							
10. Marketing/Communications							
11. Staff Education and Training							
12. Subcontracts/Agreements							
13. Other (meeting rooms, parking)							
TOTAL							

Indirect As A Percent of Direct

Elliot Hospital of the City of Manchester
RFP-2019-BDAS-06-MEDIC-01-A03
Exhibit B-4, Amendment #1 Budget Sheet 6
Page 1 of 1

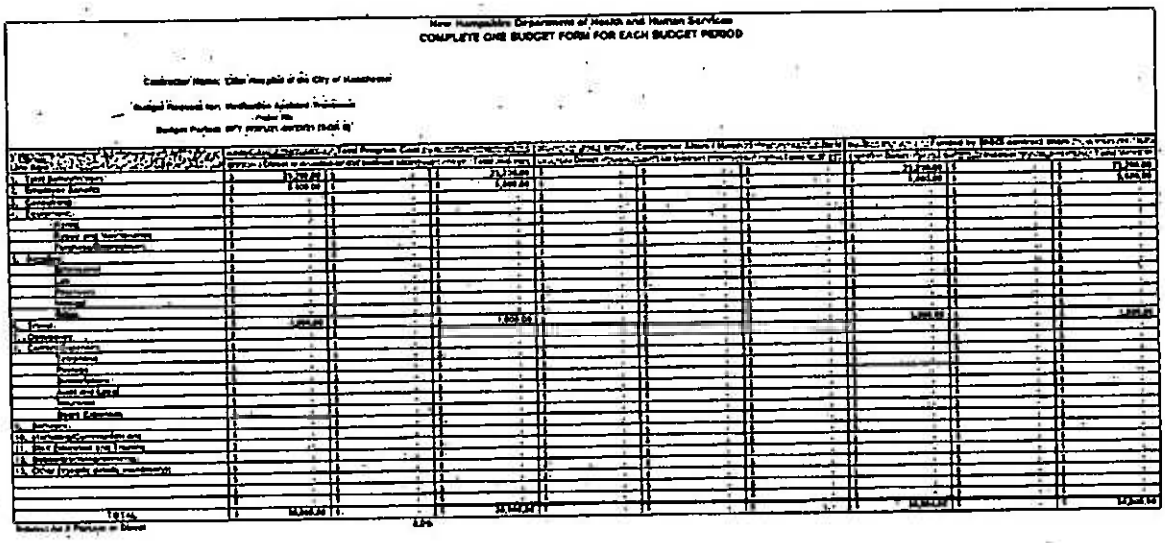
Contractor Initials
Date 12-2-20

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New Hampshire Department of Health and Human Services

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD



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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

June 10, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed below in bold that provide medication assisted treatment to individuals with opioid use disorders by adding budgets for State Fiscal Year 2021, with no change to the price limitation of $1,397,138 and no change to the contract completion dates of September 29, 2020 effective upon Governor and Council approval..

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Elliot Health System of the City of Manchester, Manchester NH	174380	Manchester	$271,428	$0	$271,428	O: 1/9/2019 Item #9
Harbor Homes, Inc., Nashua NH	155358	Nashua	$271,428	$0	$271,428	O: 12/5/18 Item #22
LRGHealthcare, Laconia NH	177161	Laconia	$271,428	$0	$271,428	O: 12/5/18 Item #22
Mary Hitchcock Memorial Hospital, Lebanon NH	177651	Lebanon	$311,426	$0	$311,426	O: 12/5/18 Item #22
Riverbend Community Mental Health, Inc., Concord NH	177192	Concord	$271,428	$0	$271,428	O: 12/5/18 Item #22
		Total	**$1,397,138**	**$0**	**$1,397,138**	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is add budgets to the contracts for State Fiscal Year 2021. In accordance with the terms of Exhibit B Method and Conditions Precedent to Payment, the budgets are to be submitted to Governor and Executive Council for approval no later than June 30, 2020.. State Fiscal Year 2019 budgets are being reduced by a total amount of $104,428, which is identified as unspent funding that is being carried forward to fund activities in the contract for State Fiscal Year 2021, specifically July 1, 2020 through September 29, 2020. The other two vendors not listed in bold have will not require a carry forward because the funding has been used for State Fiscal Year 2019.

Approximately 380 individuals will be served from July 1, 2020 to September 30, 2020. These contractors provide comprehensive Medication Assisted Treatment using FDA-approved medications for individuals with Opioid Use Disorder who require community-based services. These agreements also ensure the provision of services specifically designed for pregnant and postpartum women with OUD.

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

- Fifty percent (50%) of individuals with Opioid Use Disorder referred to the Vendor for Medication Assisted Treatment services receive at least three (3) clinically-appropriate, MAT-related services.
- One hundred percent (100%) of clients seeking services under this proposed contract that enter care directly through the Vendor, who consent to information sharing with the Regional Hub for Opioid Use Disorder services, receive a Hub referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Vendor by the Regional Hub for Opioid Use Disorder services have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.

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

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

Area served: Integrated Delivery Network (IDN) Regions 1-5

Respectfully submitted,

Lori A. Shibinette
Commissioner

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Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT.					
100% Federal Funds					
Activity Code: 92057040					
Elliot Heath System					
Vendor # 174380					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease)	Current Budget
2019	Contracts for Prog Svs	102-500731	$135,714	$ (28,500.00)	$ 107,214.00
2020	Contracts for Prog Svs	102-500731	$135,714		$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$0	$ 28,500.00	$ 28,500.00
		Subtotal	$271,428	$0	$271,428
Harbor Homes					
Vendor # 155358					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$ -	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$ -	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -	$ -	$ -
		Subtotal	$ 271,428.00	$ -	$ 271,428.00
LRG Healthcare					
Vendor # 177161					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$ -	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$ -	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -	$ -	$ -
		Subtotal	$ 271,428.00	$ -	$ 271,428.00
Mary Hitchcock					
Vendor # 177651					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 155,485.00	$ (42,000.00)	$ 113,485.00
2020	Contracts for Prog Svs	102-500731	$ 155,941.00	$ -	$ 155,941.00
2021	Contracts for Prog Svs	102-500731	$ -	$ 42,000.00	$ 42,000.00
		Subtotal	$ 311,426.00	$ -	$ 311,426.00
Riverbend Community Mental Health					
Vendor # 177192					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$ (33,928.00)	$ 101,786.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$ -	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -	$ 33,928.00	$ 33,928.00
		Subtotal	$ 271,428.00	$ -	$ 271,428.00
		TOTAL	$ 1,397,138.00	$ -	$ 1,397,138.00

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State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Medication Assisted Treatment

This 1st Amendment to the Medication Assisted Treatment contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Elliot Hospital of the City of Manchester (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at One Elliot Way, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 9, 2019 (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by $28,500, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-3 Amendment #1 Budget, with no change to the contract price limitation.

2. Add Exhibit B-3 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6-2-2020
Date

Name:
Title: Associate Commissioner

Elliot Hospital of the City of Manchester

5-22-20
Date

Name: W. Gregory Baxter, MD
Title: President

DocuSign Envelope ID: 949E87C3-8710-4AB4-8DC8-187757C078C6

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

OFFICE OF THE ATTORNEY GENERAL

06/08/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

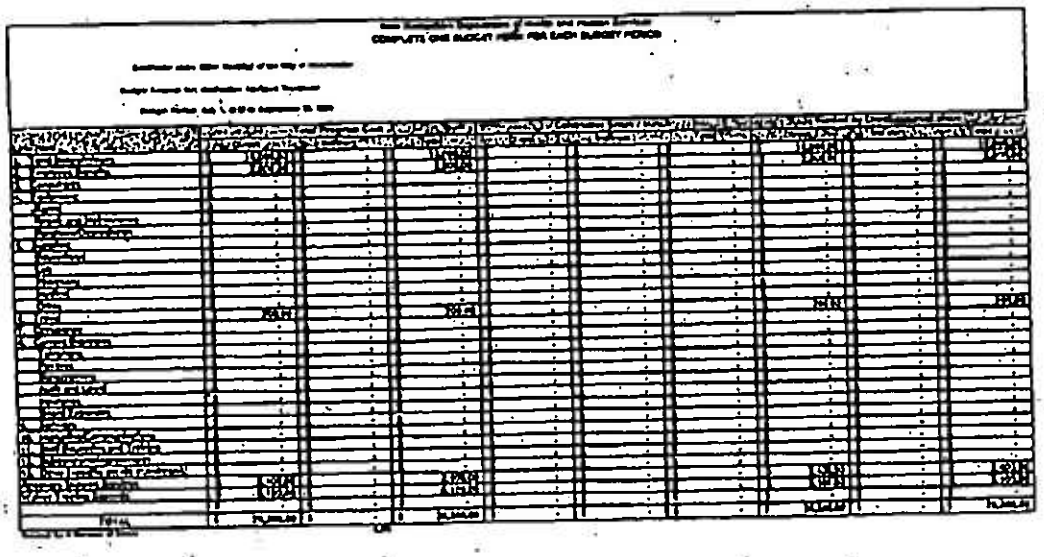
I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

December 4, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into an agreement with Elliott Health System as listed below in bold, to provide comprehensive Medication Assisted Treatment, in an amount not to exceed $271,428, thereby increasing the price limitation in the aggregate by $271,428 from $1,125,710 to $1,397,138, effective upon Governor and Executive Council approval through September 29, 2020. 100% Federal Funds.

Vendor Name	Vendor ID	Vendor Address	Current Amount	Increase/ (Decrease)	New Amount
Elliot Health System of the City of Manchester	174360	1 Elliot Way, Manchester, NH, 03101	$0	$271,428	$271,428
Harbor Homes, Inc.	155358	77 Northeastern Blvd, Nashua, NH 03062	$271,428	$0	$271,428
LRGHealthcare	177161	80 Highland St. Laconia, NH 003246	$271,428	$0	$271,428
Mary Hitchcock Memorial Hospital	177651	One Medical Center Drive Lebanon, NH 03756	$311,426	$0	$311,426
Riverbend Community Mental Health, Inc.	177192	278 Pleasant Street, Concord, NH 03302	$271,428	$0	$271,428
		Total	$1,125,710	$271,428	$1,397,138

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Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	New Amount
2019	102-500731	Contracts for Program Services	92057040	$562,627	$135,714	$698,341
2020	102-500731	Contracts for Program Services	92057040	$563,083	$135,714	$698,797
			Total	$1,125,710	$271,428	$1,397,138

EXPLANATION

The purpose of this request is for the provision of comprehensive Medication Assisted Treatment (MAT) using FDA-approved medications for individuals with Opioid Use Disorder (OUD) who require community-based services. These agreements also ensure the provision of services specifically designed for pregnant and postpartum women with OUD. This is the fifth (5th) and final contract for these services to be brought forward to the Governor and Executive Council. The previous four (4) agreements were approved by the Governor and Executive Council on December 5, 2018 (Item #22).

These services are part of the State's accepted plan to the Substance Abuse and Mental Health Services Administration (SAMHSA) under the State Opioid Response (SOR) grant. This grant is being used to make critical investments in the substance use disorder system in order to reduce unmet treatment needs, reduce opioid overdose fatalities, and increase access to MAT over the next two (2) years.

The vendors will provide services to individuals with OUD in need of evidence-based MAT alongside necessary outpatient and wrap around services to support recovery. Vendors will provide MAT services to the general population as well as enhanced services for pregnant and postpartum women in need of additional supports to be successful in recovery including, but not limited to childcare, transportation and parenting education.

Unique to these services is a robust level of client-specific data that will be available, which will be collected in coordination with the nine (9) Regional Hubs that were approved by Governor and Executive Council at the October 31, 2018 meeting. The SOR grant requires

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that all individuals served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through collaborative agreements with the Vendors under these contracts, the Regional Hubs will be responsible for gathering data on client-related outcomes including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

In addition to the client-level outcomes noted above, the following performance measures will be used to measure the effectiveness of the agreement:

- Fifty percent (50%) of individuals with OUD referred to the Vendor for MAT services receive at least three (3) clinically-appropriate, MAT-related services.
- One hundred percent (100%) of clients seeking services under this proposed contract that enter care directly through the Vendor, who consent to information sharing with the Regional Hub for OUD services, receive a Hub referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Vendor by the Regional Hub for OUD services have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.

A Request for Proposals was posted on The Department of Health and Human Services' web site from September 5, 2018 through September 26, 2018. The Department received six (6) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The five (5) vendors listed in the Requested Action were selected. The Score Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of these contracts, these agreements have the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

Should the Governor and Executive Council not authorize this request, individuals with OUD in need of MAT and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in a an increase of overdose fatalities during the waiting period and/or reduced motivation to seek help if it is unavailable to individuals when they are ready to seek assistance for OUD.

Area served: Integrated Delivery Network (IDN) Regions 1-5

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN TI081685)

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds					
Activity Code: 92057040					
Elliot Heath System					
Vendor # 174360					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase/ (Decrease)	Current Budget
2019	Contracts for Prog Svs	102-500731	$0	$ 135,714.00	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$0	$ 135,714.00	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$0	$ -	$ -
		Subtotal	$0	$ 271,428.00	$ 271,428.00
Harbor Homes					
Vendor # 155358					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -	$0	$ -
		Subtotal	$ 271,428.00	$0	$ 271,428.00
LRG Healthcare					
Vendor # 177161					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -	$0	$ -
		Subtotal	$ 271,428.00	$0	$ 271,428.00
Mary Hitchcock					
Vendor # 177651					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 155,485.00	$0	$ 155,485.00
2020	Contracts for Prog Svs	102-500731	$ 155,941.00	$0	$ 155,941.00
2021	Contracts for Prog Svs	102-500731	$ -	$0	$ -
		Subtotal	$ 311,426.00	$0	$ 311,426.00
Riverbend Community Mental Health					
Vendor # 177192					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2021	Contracts for Prog Svs	102-500731		$0	
		Subtotal	$ 271,428.00	$0	$ 271,428.00
		TOTAL	$ 1,125,710.00	$ 271,428.00	$ 1,397,138.00

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New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Medication Assisted Treatment
RFP Name

RFP-2019-BDAS-05-MEDIC
RFP Number

Bidder Name

1. Elliot Health System
2. Harbor Homes, Inc.
3. LRGHealthcare
4. Mary Hitchcock Memorial Hospital
5. New Approaches, Inc.
6. Riverbend CMH, Inc.

Pass/Fail	Maximum Points	Actual Points
	610	499
	610	501
	610	456
	610	393
	610	133
	610	477

Reviewer Names

1. Abby Sneckenberg, Snr Policy Analyst, Substance Use Svcs DBH
2. Regina Flynn, MAT-POOA Project Coordinator, BDAS
3. Ann Colaiz, RN Public Health Nurse Coordinator, BCHS-DPHS
4. Laurie Heath, Business Admin III, DBH/BDAS Finance
5.
6.
7.
8.

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FORM NUMBER P-37 (version 5/8/15)

Subject: Medication Assisted Treatment (RFP-2019-BDAS-05-MEDIC-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Elliot Hospital of the City of Manchester		1.4 Contractor Address One Elliot Way Manchester, NH 03103	
1.5 Contractor Phone Number 603-663-1600	1.6 Account Number 05-95-92-920510-7040 - 500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $271,428
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Wayne Daster, MD Chief Executive Officer	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 11-30-2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

JUDY MARKELL
STATE OF NEW HAMPSHIRE
NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 6, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Judy Markell, Administrative Assistant, Notary

1.14 State Agency Signature Date: 12/4/18	1.15 Name and Title of State Agency Signatory Katja S. Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Megan A. Yelle, Attorney	On: 12/10/18
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 11-20-19

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials ASK

Date 11-20-2

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14.) The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. **WORKERS' COMPENSATION.**

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

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

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

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

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

19. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____

Date 11.30.19

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

1.4. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.* Specifically, the Contractor shall be the Elliot Hospital of the City of Manchester, which has been awarded the funds set forth herein to provide certain Medication Assisted Treatment to help address the opioid epidemic.

1.5. Nothing in this Exhibit A or any other provision of the Agreement is intended to interfere with or supersede the independent clinical judgment of the Contractor's employees and staff providing services hereunder. Nor shall anything in this Exhibit A or any other provision of the Agreement require the Contractor to take any action contrary to the best interest of the patient.

2. Scope of Work – Community Based

2.1. The Contractor shall provide comprehensive MAT services for individuals with opioid use disorder (OUD) in Integrated Delivery Network (IDN) Region 4, which is comprised of the Greater Derry and Greater Manchester areas. The Contractor shall ensure services include, but are not limited to:

2.1.1. Delivering outpatient or intensive outpatient treatment to individuals with OUD in accordance with the American Society of Addition Medicine (ASAM) criteria.

2.1.2. A Partial Hospitalization Program comprised of a multidisciplinary team that includes, but is not limited to:

2.1.2.1. Licensed mental health and substance use clinicians.

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2.1.2.2. Psychiatric providers.

2.1.2.3. Certified Recovery Support Workers (CRSW).

2.1.2.4. Nurses.

2.1.2.5. Case managers.

2.1.3. An Intensive Outpatient Program which is team oriented, collaborative, and interdisciplinary with behavioral health clinicians co-located within primary care practices.

2.1.4. Services that support MAT services include, but are not limited to:

2.1.4.1. Behavioral therapies.

2.1.4.2. Psychosocial supports.

2.1.4.3. Wrap-around community-based services.

2.1.4.4. Medication.

2.2. The Contractor shall be a certified Opioid Treatment Program in accordance with He-A 304 if methadone is used for patients served under this contract.

2.3. The Contractor shall coordinate services with community-based agencies in order to provide wrap-around services, which may include, but are not limited to, agencies that provide:

2.3.1. Housing.

2.3.2. Food.

2.3.3. Childcare.

2.3.4. Transportation.

2.3.5. Legal services.

2.3.6. Employment / Training.

2.3.7. Support Groups.

2.3.8. Medical (non-SUD) and Dental Care.

2.3.9. Emergency Assistance.

2.3.10. Family Support Services.

2.4. The Contractor shall ensure individuals receive patient-centered care focused on overdose prevention by using tools which include, but are not limited to:

2.4.1. Center for Disease Control (CDC) opioid prescribing guidelines.

2.4.2. Substance Abuse and Mental Health Services Administration's (SAMHSA's) Opioid Overdose Prevention Toolkit.

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2.4.3. State published Guidance Document on Best Practices: Key Components for Delivering Community Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire.

2.5. The Contractor shall provide OUD treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. (More information can be found at: http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.6. The Contractor shall provide interim OUD treatment services when treatment services are not available to the client within forty-eight (48) hours of referral, which include, but are not limited to:

2.6.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week.

2.6.2. Recovery support services as needed by the client.

2.6.3. Daily calls to the client to assess and respond to any emergent needs.

2.7. The Contractor shall ensure patients are able to transition seamlessly between levels of care within a group of services. The Contractor shall:

2.7.1. Collaborate with Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s) served.

2.7.2. Participate in the Regional Continuum of Care Workgroup(s).

2.7.3. Participate in the Integrated Delivery Network(s) (IDNs).

2.7.4. Coordinate all services delivered to patients with the local Regional Hub for OUD services (hereafter referred to as "Hub") including, but not limited to accepting clinical evaluation results for level of care placement from the Hub.

2.8. Before disclosing or re-disclosing any patient information, the Contractor shall ensure that all required patient consent or authorizations to disclose or further disclose confidential protected health information (PHI) or substance use disorder treatment information (SUD) according to all state rule, state and federal law and the special rules for redisclosure in 42 CFR part 2 have been obtained.

2.9. The Contractor shall modify their office electronic health record (EHR) and clinical work flow to ensure required screening activities by clinical staff and appropriate required data collection by care coordinators.

2.10. The Contractor shall establish and maintain formal partnerships with behavioral health, OUD specialty treatment, Recovery Support Services (RSS), and medical practitioners to meet the needs of the patients served.

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2.11. The Contractor shall collaborate and develop formal referral and information sharing agreements with other providers that offer services to individuals with OUD, including the local Hub.

2.12. The Contractor shall communicate client needs with the Hub(s) to ensure client access to financial assistance through flexible needs funds managed by the Hub(s).

2.13. The Contractor shall maintain the infrastructure necessary to:

2.13.1. Achieve the goals of MAT expansion.

2.13.2. Meet SAMHSA requirements.

2.13.3. Deliver effective medical care to patients served under this contract.

2.14. The Contractor shall actively participate in state-funded projects which include, but are not limited to:

2.14.1. "Community of Practice for MAT."

2.14.2. Project-specific trainings.

2.14.3. Quarterly web-based discussions.

2.14.4. On-site Technical Assistance (TA) visits.

2.14.5. Ad hoc communication with expert consultants on MAT clinical care topics such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV) prevention, diversion risk mitigation and other relevant issues.

2.15. The Contractor shall ensure compliance with confidentiality requirements which include, but are not limited to:

2.15.1. Federal and state laws and New Hampshire state administrative rules.

2.15.2. HIPAA Privacy Rule.

2.15.3. 42 C.F.R Part 2.

2.16. The Contractor shall have policies and procedures in place to ensure that all staff are trained in the areas listed in Subsection 2.15 and will safeguard all confidential information.

2.17. The Contractor shall participate in all evaluation activities associated with the funding opportunity, including national evaluations.

2.18. The Contractor shall use data to support quality improvement to ensure the standard of care for patients continuously improves.

2.19. The Contractor shall utilize the State's Prescription Drug Monitoring Program (PDMP) database to mitigate prescription drug diversion or harmful interactions.

2.20. The Contractor shall develop, obtain Department approval, and implement outreach and marketing activities specifically designed to engage the population(s) identified

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in the community using MAT and wrap around services that are culturally appropriate and follow Culturally and Linguistically Appropriate Standards (CLAS) standards.

2.21. The Contractor shall ensure outreach and marketing activities include, but are not limited to:

2.21.1. Ads on television, radio, or print.

2.21.2. Distribution of the newsletter "Your Wellness Matters."

2.22. The Contractor shall assess, plan, implement, and have improvement measures for the program.

2.23. The Contractor shall ensure meaningful input of patients in program assessment, planning, implementation, and improvement which shall include, but not be limited to:

2.23.1. The use of a Patient Family Advisory committee.

2.23.2. Client satisfaction surveys at the completion of the program and three (3) months post completion.

2.23.3. Semi-annual overall patient satisfaction surveys.

2.23.4. Requesting Drug Court graduates to provide feedback on their experience with treatment services and the program.

2.24. The Contractor shall have billing capabilities which include, but are not limited to:

2.24.1. Enrolling with Medicaid and other third party payers.

2.24.2. Contracting with managed care organizations and insurance companies for MAT.

2.24.3. Having a proper understanding of the hierarchy of the billing process.

2.25. The Contractor shall assist patients with obtaining either on-site or off-site RSS including, but not limited to:

2.25.1. Transportation.

2.25.2. Childcare.

2.25.3. Peer support groups.

2.25.4. Recovery coach.

2.26. The Contractor shall establish agreements with specialty treatment organizations that can provide higher levels of OUD treatment and co-occurring mental health treatment.

2.27. If training or other services on behalf of the Department involve the use of social media or a website which solicits information of individuals, the Contractor shall

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collaborate with the DHHS Communications Bureau to ensure that NH DoIT website requirements are met, and that any Protected Health Information (PHI), Substance Use Disorder treatment data (SUD), Personal Information (PI), or other confidential information solicited shall not be maintained, stored or captured and shall not be further disclosed except as expressly provided in the contract.

2.28. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor shall ensure site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

3. Additional Scope of Services for Pregnant and Postpartum Women

3.1. The Contractor shall provide trauma-informed MAT services and supports to pregnant and postpartum women up to twelve (12) months postpartum through their Women's and Children Services which includes, but is not limited to:

3.1.1. A Maternity Center.

3.1.2. Childbirth and Parent Education Programs.

3.2. The Contractor shall provide training regarding Screening, Brief Intervention, and Referral to Treatment (SBIRT) to practitioners in order to facilitate early recognition and detection of OUD and other Substance Use Disorders in pregnant women.

3.3. The Contractor shall provide waiver training programs to providers at no cost in order to increase the number of MAT waivered providers in Women's and Children's Services as well as throughout the primary care practices affiliated with the Contractor.

3.4. The Contractor shall ensure patient-centered, effective, integrated care and attention to overdose prevention by using tools that include, but are not limited to care guidelines for Obstetric and Gynecologic (OB/GYN) providers and delivery hospitals developed by the Northern New England Perinatal Quality Improvement Network (NNEPQIN), when applicable.

3.5. The Contractor shall provide care coordination services for all pregnant and postpartum women with OUD to support retention in and completion of OUD treatment programs.

3.6. The Contractor shall ensure ongoing communication and care coordination with entities involved in the patient's care including, but not limited to child protective services, treatment providers, and home visiting services, when applicable.

3.7. The Contractor shall ensure that treatment is provided in a child-friendly environment with RSS available to participants including, but not limited to childcare.

3.8. The Contractor shall employ integrated programs which allow children to stay with their mothers. Nothing in this Section 3 is intended to limit or interfere with any

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applicable mandatory reporting obligation imposed upon the Contractor or its staff under state law.

3.9. The Contractor shall participate in the development of an Infant Plan of Safe Care (POSC) with birth attendants, the infant's parents or guardians, and the Department for each infant affected by illicit substance use, withdrawal symptoms, or a Fetal Alcohol Spectrum Disorder in order to:

3.9.1. Ensure the safety and well-being of the infant.

3.9.2. Address the health and opioid use treatment needs of the infant and affected family members or caregivers.

3.9.3. Ensure that appropriate referrals are made.

3.9.4. Ensure services are delivered to the infant and affected family members or caregivers.

3.10. The Contractor shall ensure consistent communication with DCYF for families involved with the agency through the use of training including, but not limited to:

3.10.1. All-staff training regarding sharing information with DCYF through the Contractor's brown bag lunch series.

3.10.2. DCYF-representative additional training through the Contractor's brown bag lunch series.

3.10.3. All-staff attendance in a one-day training in January 2019 to understand the SB549 legislation and how the Contractor is complying with it.

3.11. The Contractor shall provide parenting supports to patients through the use of "Clinical Guidance for Teaching Pregnant and Parenting Women with Opioid Use Disorder and Their Infants" established by SAMHSA which includes, but is not limited to:

3.11.1. Parenting groups.

3.11.2. Childbirth education.

3.11.3. Safe sleep education.

3.11.4. Well child education.

3.12. The Contractor shall provide trauma-informed MAT services and supports to pregnant and postpartum women.

4. Staffing

4.1. The Contractor shall meet the minimum MAT team staffing requirements which includes, but is not limited to, a minimum of:

4.1.1. One (1) waivered prescriber.

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4.1.2. One (1) Masters Licensed Alcohol and Drug Counselor (MLADC); or master licensed behavioral health provider with addiction training.

4.1.3. One (1) non-clinical/administrative staff.

4.1.4. Two (2) MAT Nurse Care Coordinators.

4.2. The Contractor shall ensure that all unlicensed staff providing treatment, education, and/or RSS:

4.2.1. Are under the direct supervision of a licensed supervisor.

4.2.2. Receive confidentiality training pursuant to vendor policies and procedures in compliance of NH State administrative rule, and state and federal laws.

4.3. The Contractor shall ensure that no licensed supervisor supervises more than twelve (12) unlicensed staff, unless the Department has approved an alternative supervision plan.

4.4. The Contractor shall ensure that unlicensed staff providing clinical or recovery support services hold a CRSW within twelve (12) months of hire or from the effective date of this contract, whichever is later.

5. Training

5.1. The Contractor shall ensure the availability of initial and on-going training resources to all staff to include buprenorphine waiver training for interested physicians, nurse practitioners, and physician assistants.

5.2. The Contractor shall develop a plan, for Department approval, to train and engage appropriate staff regarding buprenorphine waiver training including, but not limited to:

5.2.1. Providing a training stipend to encourage physicians to become a waivered prescriber.

5.2.2. Providing eight (8) hours of required training.

5.3. The Contractor shall participate in training and technical assistance activities as directed by the Department including, but not limited to the Community of Practice for MAT which may include, but is not limited to:

5.3.1. Project-specific trainings, including trainings on coordinating client referrals for collection of data through the Government Performance and Results Modernization Act of 2010 (GPRA).

5.3.2. Quarterly web-based discussions.

5.3.3. On-site technical assistance visits.

5.3.4. Ad hoc communication with expert consultants regarding MAT clinical care topics including, but not limited to:

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5.3.4.1. HCV and HIV prevention.

5.3.4.2. Diversion risk mitigation.

5.3.4.3. Other relevant issues.

5.4. The Contractor shall train staff as appropriate on relevant topics including, but not limited to:

5.4.1. MAT (e.g. prescriber training for buprenorphine).

5.4.2. Care coordination.

5.4.3. Trauma-informed wrap around care/RSS delivery best practices.

5.4.4. Evidence-Based Practices (EBPs) such as Screening, Brief Intervention, and Referral to Treatment (SBIRT), Cognitive Behavioral Therapy (CBT), and other training needs.

5.4.5. Safeguarding protected health information (PHI), substance use disorder treatment information (SUD) and any individually identifiable patient information.

5.5. The Contractor shall create policies and procedures, and provide training to the MAT Team to ensure transfer of information is accomplished according to acceptable practices.

6. Reporting and Deliverable Requirements

6.1. The Contractor shall ensure their MAT Nurse Care Coordinators coordinate the sharing of client data and service needs with the Hub(s) to ensure that each patient served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

6.2. The Contractor shall gather and submit de-identified, aggregate patient data to the Department quarterly using a Department-approved method. The data collected will include, but not be limited to:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

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6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA.

6.4. The Contractor shall provide a final report with de-identified, aggregate data to the Department within thirty (30) days of the termination of the contract regarding work plan progress including, but not limited to:

6.4.1. Policies and practices established.

6.4.2. Outreach activities.

6.4.3. Demographics (gender, age, race, ethnicity) of population served.

6.4.4. Outcome data (as directed by the Department).

6.4.5. Patient satisfaction findings.

6.4.6. Description of challenges encountered and action taken.

6.4.7. Other progress to date.

6.4.8. A sustainability plan to continue to provide MAT services to the target population(s) beyond the completion date of the contract, subject to approval by the Department.

7. Performance Measures

7.1. The Contractor shall ensure that 50% of individuals with OUD referred to the Contractor for MAT services receive at least three (3) clinically-appropriate, MAT-related services including, but not limited to:

7.1.1. Care Coordinator.

7.1.2. SBIRT.

7.1.3. Behavioral Health Evaluation.

7.1.4. Referral to ASAM-identified appropriate level of care.

7.1.5. Continued coordination with the treatment program.

7.2. The Contractor shall ensure that 100% of patients seeking services under this proposed contract that enter care directly through the Contractor who consent to information sharing with the Hub(s) receive a Hub referral for ongoing care coordination through the use of a primary team of the Nurse Care Coordinator and the MLADC.

7.3. The Contractor shall ensure that 100% of patients referred to them by Hub(s) have proper consents in place for transfer of information for the purposes of data collection between the Hub(s) and the Contractor.

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1. General

1.1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

1.3. This contract is funded with funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Administration, Catalog of Federal Domestic Assistance (CFDA #) 93.788.

1.4. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

1.5. Payment for said services shall be made monthly as follows:

1.5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

1.5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.

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

1.5.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

1.5.5. In lieu of hard copies, all invoices shall be assigned an electronic signature and emailed to Abby.Shockley@dhhs.nh.gov.

1.5.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.

1.6. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

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1.7. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

2. State Opioid Response (SOR) Grant Standards

2.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Hubs that comply with all applicable confidentiality laws, including 42 CFR Part 2.

2.2. In order to receive payment for any invoices submitted to the Department for services provided through SOR grant funded initiatives, the Contractor shall complete patient referrals to applicable Hubs for substance use disorder services within two (2) business days of a client's admission to the program. The Department shall verify patient referrals through audits of Contractor invoices.

2.3. The Contractor shall ensure that only FDA-approved MAT for OUD is utilized. FDA-approved MAT for OUD includes:

2.3.1. Methadone.

2.3.2. Buprenorphine products, including:

2.3.2.1. Single-entity buprenorphine products.

2.3.2.2. Buprenorphine/naloxone tablets.

2.3.2.3. Buprenorphine/naloxone films.

2.3.2.4. Buprenorphine/naloxone buccal preparations.

2.3.2.5. Long-acting injectable buprenorphine products.

2.3.2.6. Buprenorphine implants.

2.3.2.7. Injectable extended-release naltrexone.

2.4. The Contractor shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

2.5. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.

2.5.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

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2.5.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.

2.6. The Contractor shall ensure that patients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

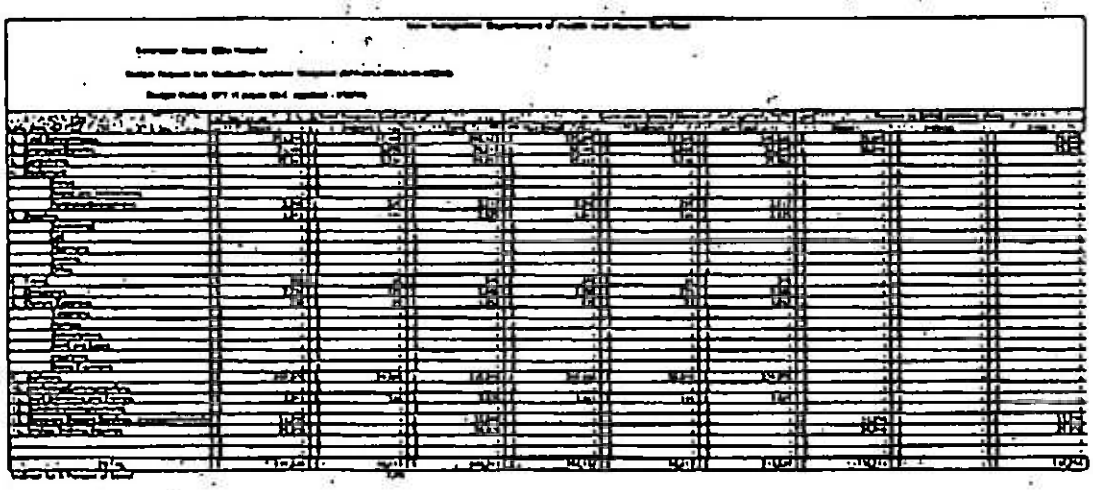
2.7. The Contractor shall assist patients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

2.8. The Contractor shall accept patients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

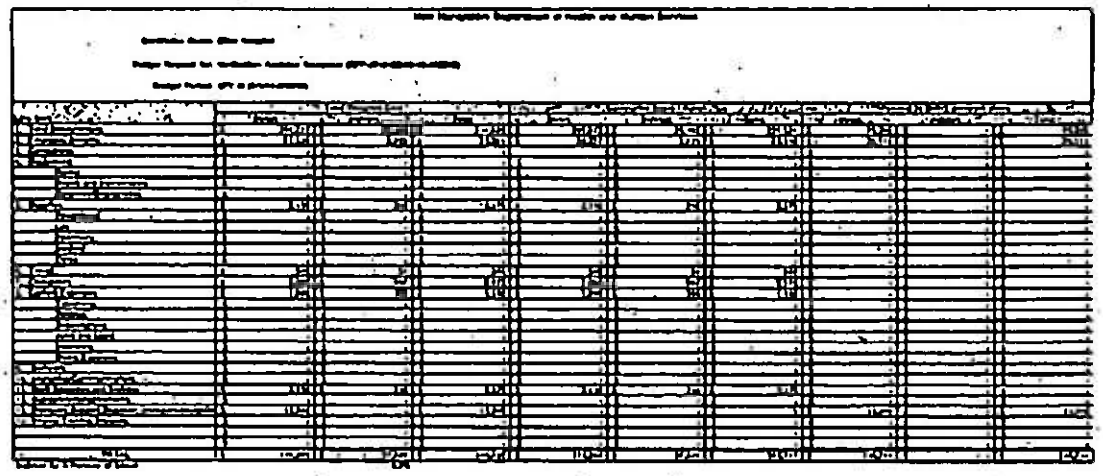
2.9. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for patients identified as at risk of or with HIV/AIDS.

2.10. The Contractor shall ensure that all patients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Section 2 of the General Provisions of this contract, Employment of Contractor/Services to be Performed, is replaced as follows:

   2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

   The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform the work identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

2. Section 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. In the event of a reduction, termination, or modification of appropriated funds, the State shall also promptly notify the Contractor of such reduction or termination. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

3. Subsection 7.2 of the General Provisions of this contract, Personnel, is replaced as follows:

   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. The hiring of an individual in response to a generalized advertisement for employment shall not constitute a breach of this section.

4. Section 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or

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data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor will reasonably cooperate with the other entity to minimize disruption in the delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

5. Subsection 8.2.1 of Section 8 of the General Provisions of this contract, Event of Default/Remedies, is replaced as follows:

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 remedied within the 30 day cure period, then terminate this Agreement, effective (2) days after giving the Contractor notice of termination.

6. Section 11 of the General Provisions of this contract, Contractor's Relation to the State is replaced as follows:

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. Moreover, as an independent contractor, the parties agree that the Contractor is not a state actor.

7. Section 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts is replaced as follows:

12. ASSIGNMENT/DELGATION/SUBCONTRACTS

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Hospital without the prior written notice and consent of the State, which shall not be unreasonably withheld.

8. Exhibit I, Health Insurance Portability Act Business Associate Agreement, is not applicable to this contract and is deleted in its entirety.

9. Renewal:
The Department and Contractor may agree to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Contractor Initials
Date 11-30-18

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

Commissioner
NH Department of Health and Human Services.
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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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.

Contractor Name:

11-30-18
Date

Name: Gregory Bcuter, MD
Title: Chief Executive Officer

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CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Contractor Name:

11-20-18
Date

Name: W. Gregory Baker, MD
Title: Chief Executive Officer

Contractor Initials
Date 11-20-18

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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 (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

11/30/18
Date

Name: [illegible]
Title: Chief Executive Officer

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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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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:

11-30-18
Date

Name: W. Gregory Sakaris, MD
Title: Chief Executive Officer

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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:

11.30.18
Date

Name: W. Gregory Baxter, MD
Title: Chief Executive Officer

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HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

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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:

11-30-18
Date

Name: W. Gregory Baxter, MD
Title: Chief Executive Officer

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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: 131852394

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials _____
Date 1.30.18

State of New Hampshire
Department of Health and Human Services
Amendment #5

This Amendment to the Medication Assisted Treatment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mary Hitchcock Memorial Hospital ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 5, 2018, (Item #22), as amended on June 24, 2020, (Item #30), subsequently amended on January 22, 2021, (Item #22), subsequently amended on October 13, 2021, (Item #31), subsequently amended on June 15, 2022, (Item #24), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 29, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $998,559

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, by adding Paragraph 8.13, to read:

   8.13 The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve Government Performance and Results Act (GPRA) collection.

5. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 1, to read:

   1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H7gTtci81685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, as awarded on 08/09/2021, by the U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 09/23/22, by the U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326 and FAIN H79TI085759.

6. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 3, to read:

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 item, as specified in Exhibit B-1, Budget through Exhibit B-11, Amendment #5 Budget, SOR III.

7. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1., Paragraph 5.1.3.,'Subparagraph 5.1.3.1., Part 5.1.3.1.4. to read:

   5.1.3.1.4. Food or water.

8. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1., Paragraph 5.1.3., Subparagraph 5.1.3.1., Part 5.1.3.1.7. to read:

   5.1.3.1.7. RESERVED

9. Add Exhibit B-10 Amendment #5, Budget, SOR III, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-11 Amendment #5, Budget, SOR III, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 29, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/10/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Mary Hitchcock Memorial Hospital

11/10/2022
Date

DocuSigned by:
Edward J. Merrens, MD
Name: Edward J. Merrens, MD
Title: Chief Clinical Officer

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

OFFICE OF THE ATTORNEY GENERAL

11/14/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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New Hampshire Department of Health and Human Services

Contractor Name:	*Mary Hitchcock Memorial Hospital*
Budget Request for:	*Medications for Opioid Use Disorder*
Budget Period	*FY23 - (September 30, 2022 - June 30,2023)*
Indirect Cost Rate (if applicable)	31.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$143,473.53		$143,474
2. Fringe Benefits	$25,560.82		$25,561
3. Consultants	$0		$0
4. Equipment	$0		$0
5.(a) Supplies - Educational	$0		$0
5.(b) Supplies - Lab	$0		$0
5.(c) Supplies - Pharmacy	$0		$0
5.(d) Supplies - Medical	$0		$0
5.(e) Supplies Office	$0		$0
6. Travel	$0		$0
7. Software	$0		$0
8. (a) Other - Marketing/Communications	$0		$0
8. (b) Other - Education and Training	$0		$0
8. (c) Other - Other (please specify)			
Other (please specify)	$0		$0
Other (please specify)	$0		$0
Other (please specify)	$0		$0
Other (please specify)	$0		$0
9. Subcontracts	$0		$0
Total Direct Costs	$169,034		$169,034
Total Indirect Costs	$52,401	$0	$52,401
TOTAL	**$221,435**	**$0**	$221,435

Contractor Initials EJH

Date 11/10/2022

DocuSign Envelope ID: AA39830D-02BA-442D-93A3-E6CED74CAA00

New Hampshire Department of Health and Human Services

Contractor Name:	*Mary Hitchcock Memorial Hospital*
Budget Request for:	*Medications for Opioid Use Disorder*
Budget Period	*FY24 - (July 1, 2023 - September 29, 2023)*
Indirect Cost Rate (if applicable)	31.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$46,084		$46,084
2. Fringe Benefits	$10,261		$10,261
3. Consultants	$0		$0
4. Equipment	$0		$0
5.(a) Supplies - Educational	$0		$0
5.(b) Supplies - Lab	$0		$0
5.(c) Supplies - Pharmacy	$0		$0
5.(d) Supplies - Medical	$0		$0
5.(e) Supplies Office	$0		$0
6. Travel	$0		$0
7. Software	$0		$0
8. (a) Other - Marketing/Communications	$0		$0
8. (b) Other - Education and Training	$0		$0
8. (c) Other - Other (please specify)			
Other (please specify)	$0		$0
Other (please specify)	$0		$0
Other (please specify)	$0		$0
Other (please specify)	$0		$0
9. Subcontracts	$0		$0
Total Direct Costs	$56,345	$0	$56,345
Total Indirect Costs	$17,467	$0	$17,467
TOTAL	**$73,812**	**$0**	$73,812

Contractor Initials EJM

Date 11/10/2022

DocuSign Envelope ID: AA39830D-02BA-442D-93A3-E6CED74CAA00

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

DocuSign Envelope ID: AA39830D-02BA-442D-93A3-E6CED74CAA00

Dartmouth Health

Dartmouth-Hitchcock | Dartmouth-Hitchcock Health

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 shall remain 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 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 25th day of October, 2022.

Roberta L. Hines, MD, Board Chair

STATE OF NH

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 25 day of October 2022 by Roberta L Hines, MD.

Notary Public
My Commission Expires: Aug 4, 2026

FAITH E. JOHNSTON
MY COMMISSION EXPIRES AUG. 4, 2026
NOTARY PUBLIC NEW HAMPSHIRE

CERTIFICATE OF INSURANCE

DATE: November 16, 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	0002022-A	7/1/2022	7/1/2023	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	0002022-A	7/1/2022	7/1/2023	EACH CLAIM	$2,000,000
X CLAIMS MADE				ANNUAL AGGREGATE	$3,000,000
OCCURENCE					
OTHER					

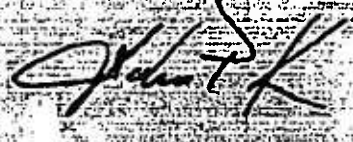
DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
Certificate is issued as evidence of insurance.

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



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DARTHIT-01 CSMITH10

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2022

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 100 Central Street Suite 201 Holliston, MA 01746	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 : 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						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A			AGC4066562	7/1/2022	7/1/2023	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

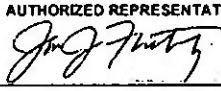
CERTIFICATE HOLDER

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



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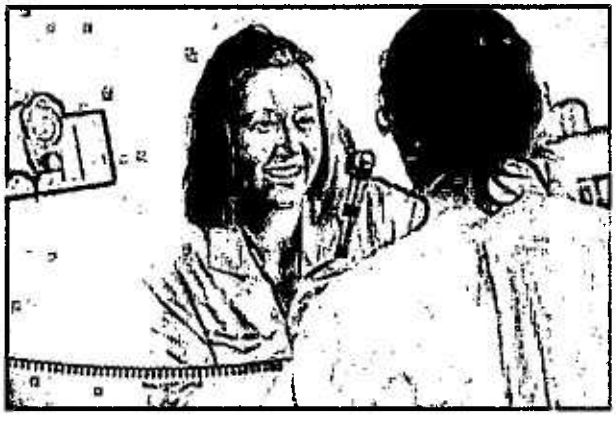
About Dartmouth Hitchcock Medical Center and Clinics

Dartmouth Hitchcock Medical Center and Clinics—members of Dartmouth Health (https://www.dartmouth-health.org)—include Dartmouth Hitchcock Medical Center, the state's only academic medical center, and Dartmouth Hitchcock Clinics, which provide primary and specialty care 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.

Who are Dartmouth Hitchcock Medical Center and Clinics?

Dartmouth Hitchcock Medical Center



Dartmouth Hitchcock Medical Center is the state's only academic medical center, and the only Level I Adult and Level II 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. In 2021, Dartmouth Hitchcock Medical Center was named 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 11 clinical specialties, procedures, and conditions.

Dartmouth Hitchcock Clinics

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Dartmouth Hitchcock Clinics provide primary and specialty care throughout New Hampshire and Vermont, with major community group practices in Lebanon, Concord, Manchester, Nashua, and Keene, New Hampshire, and Bennington, Vermont.

Children's Hospital at Dartmouth Hitchcock Medical Center

Children's Hospital at Dartmouth Hitchcock Medical Center 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 Dartmouth Hitchcock Medical Center.



Norris Cotton Cancer Care Pavilion Lebanon

Norris Cotton Cancer Care Pavilion Lebanon (https://cancer.dartmouth.edu/), one of only 51 NCI-designated Comprehensive Cancer Centers in the nation, is one of the premier facilities for cancer treatment, research, prevention, and education.

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.

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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

About Dartmouth Health (https://www.dartmouth-health.org/)

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Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2021 and 2020

DocuSign Envelope ID: AA39830D-02BA-442D-93A3-E6CED74CAA00

Dartmouth-Hitchcock Health and Subsidiaries
Index
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

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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

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2021 and 2020

(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

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

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2021 and 2020

(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)

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.

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets - Continued
Years Ended June 30, 2021 and 2020

(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

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

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2021 and 2020

(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

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

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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.

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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.

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- *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.

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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).

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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.

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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.

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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.

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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.

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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.

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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.

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- 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.

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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

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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%

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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

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Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above.

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.

(in thousands of dollars)	2021 Fair Value	2021 Equity	2021 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

(in thousands of dollars)	2020 Fair Value	2020 Equity	2020 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

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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.

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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.

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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

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	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

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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.

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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.

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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

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	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

Changes in endowment net assets for the years ended June 30, 2021 and 2020 are as follows:

	2021		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	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

	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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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

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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

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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.

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(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.

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(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.

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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%

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

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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.

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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		

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	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		

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:

	2021		
(in thousands of dollars)	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

	2020		
(in thousands of dollars)	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.

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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.

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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)

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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.

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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.

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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

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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

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.

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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.

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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

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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.

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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.

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Consolidating Supplemental Information – Unaudited

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2021

(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	$ 1,828	$ 226,779	$ 35,146	$ 41,371	$ 26,814	$ 18,350	$ -	$ 350,288	$ 24,642	$ -	$ 374,928
Patient accounts receivable, net	-	196,350	13,238	6,779	6,899	8,522	-	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	28,665	(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	(189,849)	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	84,101	22,823	47,232	15,403	-	850,999	29,434	-	880,433
Right of use assets, net	1,233	32,343	2,366	18,104	360	5,619	-	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	$ 188,356	$ 120,887	$ 114,149	$ 80,953	$ (1,082,717)	$ 3,092,789	$ 134,290	$ (217)	$ 3,226,862
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 7,575	$ 665	$ 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	5,856	(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	1,047,859	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	1,676	15,351	172	5,357	-	48,098	69	-	48,167
Insurance deposits and related liabilities	-	78,528	475	325	366	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)	2,283,955
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	(2,524)	526,153	85,224	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	$ 188,356	$ 120,887	$ 114,149	$ 80,953	$ (1,062,717)	$ 3,092,789	$ 134,290	$ (217)	$ 3,226,862

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2021

(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	$ 1,626	$ 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	1,068,781	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	18,932	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	$ 885	$ 91	$ 26	$ 777	$ 73	$ -	$ 9,407
Current portion of right of use obligations	354	8,369	656	197	550	1,076	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	99,582	12,032	4,968	5,983	2,920	4,061	(206,008)	131,224
Accrued compensation and related benefits	-	156,073	8,648	4,407	5,385	8,116	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	15,361	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	-	218,965	5,266	-	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	88,586	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

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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	-	148,886	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	(6,870)	(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	12,788	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	8,970	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	5,462	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	34,864	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	10,565	(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

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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	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	$ 8,916	$ -	$ 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	21,368	(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	40,128	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	2,469	(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	63,848	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

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2021

(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	15,396	(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	$ 17,496	$ 9,518	$ 3,399	$ 8,591	$ -	$ 314,284	$ 13,317	$ -	$ 327,601

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2021

(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	-	968,595	118,711	33,611	29,986	44,240	12,227	(41,460)	1,165,910
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

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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	114,905	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)	2,390,568	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)	345	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)

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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.	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
Note to Supplemental Consolidating Information
June 30, 2021 and 2020

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 significant 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.

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DARTMOUTH-HITCHCOCK (D-H)
DARTMOUTH-HITCHCOCK HEALTH (D-HH)

BOARDS OF TRUSTEES AND OFFICERS

(22 D-H Trustees; 13 D-HH Trustees)

Effective: January 1, 2022

Geraldine "Polly" Bednash, PhD, RN, FAAN
(Thomas)
MHMH/DHC/D-HH Trustee
Adjunct Professor, Australian Catholic University

Mark W. Begor, MBA (Kristen)
MHMH/DHC/D-HH Trustee
Chief Executive Officer, Equifax

Duane A. Compton, PhD
MHMH/DHC/D-HH Trustee
Ex-Officio: Dean, Geisel School of Medicine at Dartmouth

Joanne M. Conroy, MD
MHMH/DHC/D-HH Trustee
Ex-Officio: CEO & President, D-H/D-HH
One Medical Center Drive, Lebanon, NH 03756

Paul P. Danos, PhD (Mary Ellen)
MHMH/DHC/D-HH Trustee
Dean Emeritus; Laurence F. Whittemore Professor of Business Administration, Tuck School of Business at Dartmouth

Nancy M. Dunbar, MD (Geoff)
MHMH/DHC Trustee
Medical Director, Blood Bank
Department of Pathology and Laboratory Medicine

Carl "Trey" Dobson, MD (Amy)
MHMH/DHC Trustee
Chief Medical Officer, Southwestern Vermont Medical Center & Medical Director for the D-H Practice, Bennington, Vermont

Elof Eriksson, MD, PhD (Gudrun)
MHMH/DHC Trustee
Professor Emeritus, Harvard Medical School and
Chief Medical Officer, Applied Tissues Technologies, LLC

Elof Eriksson, MD, PhD (Gudrun)
MHMH/DHC Trustee
Professor Emeritus, Harvard Medical School and

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Chief Medical Officer, Applied Tissues Technologies, LLC

Gary L. Freed, MD, PharmD (Meghan Freed, MD)
MHMH/DHC Trustee
Medical Director of the Comprehensive Wound Clinic at D-H & Assistant Professor of Surgery, Geisel School of Medicine at Dartmouth

Thomas P. Glynn, PhD (Marylou Batt)
MHMH/DHC Trustee
Adjust Lecturer, Harvard Kennedy School of Government

Jarvis A. Green (Julien Blanchet)
MHMH/DHC Trustee
Founder & Producing Artistic Director, JAG Productions

Roberta L. Hines, MD (Jerome Liebrand)
MHMH/DHC Boards' Chair | D-HH Trustee
Nicholas M. Greene Professor and Chair, Dept. of Anesthesiology, Yale School of Medicine

David S. Jevsevar, MD, MBA (Kori)
MHMH/DHC Trustee
Chair of the Department of Orthopaedics at the Geisel School of Medicine at Dartmouth and Vice President of the Orthopaedic Service Line for Dartmouth-Hitchcock Health

Aaron J. Mancuso, MD (Allison)
MHMH/DHC (Lebanon Physician) Trustee
Division Director of Thoracic Anesthesia and Assistant Professor of Anesthesiology and Medicine at Geisel

Jennifer L. Moyer, MBA (David Bartlett)
MHMH/DHC/D-HH Trustee
Managing Director & CAO, White Mountains Insurance Group, Ltd

Sherri C. Oberg, MBA (Curt)
MHMH/DHC Trustee
CEO and Co-Founder of Particles for Humanity, PBC

David P. Paul, MBA (Jill)
MHMH/DHC Board Secretary | D-HH Trustee
President & COO, JBG SMITH

Charles G. Plimpton, MBA (Barbara Nyholm)
MHMH/DHC/D-HH Trustee
MHMH/DHC Boards' Treasurer
D-HH Board Treasurer & Secretary
Retired Investment Banker

Thomas Raffio, MBA, FLMI (Ellen)
MHMH/DHC Trustee
President & CEO, Northeast Delta Dental

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Edward Howe Stansfield, III, MA (Amy)
MHMH/DHC Trustee
D-HH Trustee & Board Chair
Senior VP, Resident Director for the Hanover, NH Bank of America/Merrill Lynch Office

Pamela Austin Thompson, MS, RN, CENP, FAAN
(Robert)
MHMH/DHC/D-HH Trustee
Chief executive officer emeritus of the American Organization of Nurse Executives (AONE)

Marc B. Wolpow, JD, MBA (Robin)
MHMH/DHC/D-HH Trustee
Co-Chief Executive Officer of Audax Group

Member of D-HH, not a member of D-H:

Richard J. Powell, MD (Roshini Pinto-Powell, MD)
D-HH Trustee
Section Chief, Vascular Surgery; Professor of Surgery and Radiology

Cheri Bryer

Objective

- . To be part of the panel for the POSC Summit. .

Relevant Experience

- March 2017 - Present - DHMC Recovery Coach Co-facilitator for groups in the perinatal and postpartum programs at DHMC Addiction Treatment Program in the Rivermill Complex Lebanon, N.H.
- Oct 2017- Present DHMC Recovery Coach working as part of an integrated team who specializes with pregnant women with Substance Use disorder and she provides individualized advocacy, support, and referrals to community recovery resources.
- May 2017- Present- Providing recovery services to Families who's Children's are in the NICU, PICU, Birthing Pavilion and Chad Unit.
- 2018- Co-wrote and co-facilitate for recovery friendly practice workshop.
- May 2018- Participated in a Documentary produced by Dartmouth Medical Students
- April 2018 - Trained Recovery Coach "Ethical Considerations"
- January 2017 & January 2018 - Trained Recovery Coaches at Hypertherm
- March 2017 to May 2018 - Recovery Coach at Second Growth Housing Program
- February 2016 to April 2018- Facilitated Peer led all Recovery meeting groups
- November 2015 - Present - Independent Recovery Coach
- November 2015- Present- Done numerous speeches and public forums to help reduce stigma and to advocate for people with Substance Use Disorders
- September, 2015 – May, 2016 WISE Volunteer Advocate Supported survivors of domestic, sexual violence and stalking. Performed telephone intake interviews, documented case data, accompanied and advocated for clients in courts, assisted with calls to shelters, attorneys and other resources as needed.
- Oct. 2014- April 2015 The Haven - Winter Warming Shelter and Clothing room
- August 2009-March 2010-Headrest -Peer Support residential program.

Education

- 1986 Graduated Hanover High School, Hanover, NH
- April 1995 New Hampshire LNA
- November 2015 CCAR Recovery Coach Training 2015
- March 2016 CCAR Ethical Considerations
- May 2016 NHBDAS Initial Training on Addiction & Recovery
- May 2016 Recovery Coach Training, Training of Trainers
- August 2016 Community Health Worker
- September 2016 Green Dot Project Trainer
- March 2017 Ethical Considerations, Training of Trainers
- November 2017 HIV/Aids Training
- May 2018 Suicide Prevention Training
- August 2018 Obtained certification to supervise Recovery Coaches and CRSW

Communication

- October 2018- Guest Speaker at Opioid Forum at Grappone Center in Concord, NH
- April 2018 - Guest Speaker at Lebanon Rotary Club
- November 2017 - Guest Speaker at Lebanon Rotary Club
- August 2017 - Panel Speaker at Opiate Awareness Council in New London
- July 2017 - Guest speaker at Community Health Worker Training at DHMC
- June 2017 - Guest speaker at Springfield VT Rotary Club
- February 2017 - Guest Speaker at Lebanon Rotary Club
- February 2017 - Guest speaker at Claremont Rotary Club
- January 2015 - Present - Guest Speaker Monthly at Various treatment facilities in NH and VT.
- August 2016 -Present Guest Speaker at Candlelight Vigil Overdose Awareness Day WRJ, Vt.
- March 2016 - Panel Speaker at The Killer High Forum - Claremont Opera House
- February 2016 - Guest Speaker for Dartmouth College Students
- January 2016 - Guest Speaker at The Hungry Heart event Dartmouth College
- January 2016 - Guest Speaker at N.H. Opioid Awareness Dinner Lebanon, N.H.

Leadership

- March 2018- Assist with supervision of Recovery Coaches in DHMC Emergency Department.
- March 2018- On the Board of the Perinatal Task Force for the State of NH.
- November 2018- Co-Chair of PCORI Research Project through Dartmouth Medical School.
- March 2017 - Started Woman for Sobriety Group at WISE Lebanon, N.H.
- January 2017 - Co-facilitated and trained 23 new Recovery coaches in Lebanon, N.H.
- October 2016 - Present - Board Member Women's Supportive Housing
- April 2016 - August 2016 - Started, Co-facilitated All Recovery Meeting in Lebanon, N.H.

Other Employment Experience

- January 1988 - Present - Raised three children.
- 1995-2008 licensed nursing assistant
- 1995-1996 Genesis health care facility Lebanon, N.H,
- 1996-1998 Alice Peck Day Hospital Extended Care Facility Lebanon, N.H.
- 1998-1999 Marion County Nursing Home Ocala, Florida
- 2000-2003 Genesis Health Care Facility Lebanon, N.H.
- 2004-2006 Foodstop Convenience Store West Lebanon, N.H.
- 2006-2008 Private Client Homecare
- 2008-2010 Lebanon Village Market
- 2012-2013 College Cleaners Dry Cleaning
- 2013-2014 Dunkin Doughnuts Shift Leader

References

Available upon request.

HEATHER N. DAVIS

EDUCATION

UNIVERSITY OF MASSACHUSETTS LOWELL, Lowell, MA
Master's in Public Health, Concentration in Healthcare Management/Administration (GPA 4.0) *May 2019*

- Related courses: Operations Analysis and Quality Improvement, Healthcare Management, Social and Behavioral Determinants of Health, Health Policy and Management, Healthcare Finance, Leadership and Management in Public Health

EXPERIENCE

Dartmouth Hitchcock, The Doorway, Addiction Treatment Program Lebanon, NH *December 2021 – Present*
Program Manager
Manages and creates programmatic support for patients looking to engage in treatment for their substance use disorder. Provides program oversight and development at the local and state level. Engages community partnerships in support of SUD disorder treatment and services.

Vermont Department of Health, Alcohol & Drug Abuse Programs Springfield, VT *February 2020 – December 2021*
Prevention Consultant
Collaborated with key stakeholders to increase the local community's capacity to lead and carry out effective substance misuse prevention initiatives. Facilitated services to these groups through community organizing, program planning and consultation, presentations and training, community grants information and guidance, and attaining information or referrals.

Vermont Department of Health, HOC Response Springfield, VT
Case Contact Management & Data Quality *March 2021 – May 2021*
Utilized various software and systems to support case/contact management, data quality, and assignment to investigators for cases and contacts of COVID-19.

Clinical Lead and Case Investigator *November 2020 – March 2021*
Provided oversight in real time to contact tracing teams during scheduled hours. Offered support and ongoing training to Case Investigators, alleviating knowledge gaps of team members and providing quality assurance. Ensured compliance with guidelines and protocols in addition to providing feedback on best practices with investigators, to enable them to provide proper guidance to mitigate the spread of COVID-19 in Vermont. Coordinated and collaborated with administrative leads, various outbreak prevention response and care coordination teams, and various other epidemiology response branches as needed. Conducted calls to persons diagnosed with COVID-19 to perform a formal case interview. Collected pertinent information to provide proper quarantine, isolation, and/or testing guidance to cases and contacts. Contributed towards efforts to increase testing and improve communication and implementation of isolation and quarantine, while ensuring that impacted individuals have the supports needed to fortify efforts in mitigating the spread of COVID-19 in Vermont.

Department of Public Health, UMass Lowell, Lowell, MA *September 2018 – May 2019*
Graduate Student Researcher
Coordinated research logistics for an evaluation research project of an adult alternatives diversion project for individuals involved in the community justice system experiencing substance use disorders. Conducted quantitative and qualitative data analysis using SPSS and NVivo software. Responsible for drafting and submitting amendments on research study protocol to the Office of Research Integrity as needed. Tasked with reviewing potential grant opportunities for upcoming projects.

NFI, Structured Outpatient Addictions Program (SOAP), Haverhill, MA *December 2016 – December 2018*
Outreach/Case Manager
Managed and coordinated the care of clients through case management, care coordination, management of treatment plans, advocacy, crisis intervention, and community outreach. Handled outreach projects and led community events for prevention education to disseminate information on community resources. Collaborated on the Mayor's Haverhill Opioid Prevention and Education Task Force; co-led monthly meetings, coordinated with other agencies and organizations on Task Force activities and events, and assisted with management of Task Force projects.

Martha Dickinson

Profile

Self-initiating team player with professional experience in education, small business ownership and management, retail sales and management, editorial, production and publishing assistance in book and trade publications, and hospitality. Experience in board membership for non-profits.

LOOKING AHEAD

As a member of the team of clinicians and care providers with Moms in Recovery, I would like to offer my expertise to help design and equip any child centered areas, both indoors and outside, when the clinic relocates to future site.

Professional Experience

2017-2022: Volunteer Coordinator and Play Pals Program Director for Moms in Recovery, PATP DH, 85 Mechanic Street, Lebanon, NH.
Trained and supervised over 14 volunteers to supervise pedagogically appropriate play with children whose mothers have been patients in treatment for substance use disorder. Established, equipped and improved over time the play area occupied by Play Pals Program. Initiated and facilitated craft activities with mothers, children and volunteers. During COVID hiatus (March 2020-May 2021), attempted to maintain connection via WebEx with clinic counselors and mothers. Resumed on-site clinical role in May 2021; redrafted our Play Pals literature with the help of Volunteer Services; welcomed back only three of our pre-COVID volunteers; have attempted to recruit additional volunteers for Play Pals and have two new volunteers in training. We have also welcomed Colby Sawyer students to shadow our program and engage them with our children during play time. I am frequently the sole provider of play supervision.

Spring 2022: Facilitated one group of clinic mothers during 9-week course, Circle of Security for Parents.
I look forward to providing facilitation of this course in future.

Arts & Crafts

Led groups of women to express artistic sensibility through the processes of wet felting and needle felting with colorful wool. Over a dozen mothers and pregnant women made pictures in wool, which I then framed, for them to give to their children.

Led volunteers and children to learn the process of felting with wool
To date we have made over 40 colorful, woolen felted jingle balls, now on sale in the hospital gift shop, where management and gift shop volunteers are very supportive of our efforts. I'm hoping we can expand this opportunity to merchandise items that will help

raise the profile of our clinical services while helping to support the cost of an ongoing program of Arts & Crafts for both mothers and their children.

2012-2020: Owner and manager of Bed and Breakfast
Host and serve over 100 guests annually. Have maintained a 5-star rating since opening. Responsibilities include all aspects of running a successful hospitality business.

Summers 2012/13/14: Teacher/sole proprietor of Solheim Summer Camp for children aged four to nine years of age
Designed and delivered all aspects of a full-time (Monday-Friday 8 am to 4 pm) nature based summer program located on my property in Norwich, VT.

2005-2013: Lead Early Childhood Teacher (Nursery and Kindergarten); Upper Valley Waldorf School, Quechee, VT 05059
Certified Waldorf teacher of children aged three to seven years of age. Provided supervision and training classroom assistant teachers and for the extended day childcare program. Served on the school Governance Council (2007-2013). Offered parent education classes, workshops and social gatherings throughout the school year.

2002-2005: Certified Child Care Provider in the State of Vermont
Owner and sole proprietor of a full-time home-based childcare program for six children aged two to five years of age. Designed and delivered program informed by Waldorf pedagogy. Offered ongoing parent educational opportunities and social gatherings.

1997-2002: Early Childhood Teaching Assistant & Part-time Teacher (Kindergarten); Upper Valley Waldorf School, Quechee, VT 05059
Assisted lead teacher in all aspects of the morning classroom program, including engaged, active supervision of children, program planning and preparation. Fulfilled role of lead teacher during the extended day afternoon program.

1996-2014: Co-owner, Whippletree Yarn Shop, Woodstock, VT.

1991-2008: Co-owner, Woodstock Recycling & Refuse Co., Woodstock, VT.
Provided bookkeeping and payroll services 1991-1993.

1987-1991: Store Manager, Simon Pearce, Inc.
Managed the Quechee, VT store; supervised the management of the NYC Bleecker Street store; researched retail space, negotiated lease; hired staff and opened new Simon Pearce store in Westport, CT and supervised its management.

1986-1987: Selcom Associates, administrative assistant to the president of this small radio telemetry business. Responsible for accounts; assisted in development of written communications.

1982-1983: Free-lance editorial work for International Shipping Container Association, Bedford, NY.

1983-1986: Owner and sole proprietor of The Painted Cupboard, Bedford, NY
Import business specializing in antique country furniture and housewares from Sweden.

1977-1982: Harry N. Abrams, Inc. Publishers, New York, NY Production Assistant 1977-79; Editorial Assistant and Administrative Assistant to the Publisher, 1979-82.

Education & Continuing Education/Training

2019: Certified group facilitator for Circle of Security for Parents.

2010-11: Juniper Tree School of Puppetry, Boulder, CO
Developed story-telling, writing skills and artistic presentation of pedagogical stories through puppetry and use of voice.

2004-5: Sophia's Hearth, Keene, NH.
Teacher Training, Birth to Age 3

1998-2000: Sunbridge College, Spring Valley, NY
Waldorf Certification in Early Childhood Education.

1976: BA cum laude Middlebury College, Middlebury, VT

Volunteer Work

August-November 2017: Perinatal Addiction Treatment Program
Volunteer, caring for children while mothers participate in treatment program.

2014-summer 2017: Good Beginnings, in-home respite care, helping mothers with newborn babies.

2000-2003, 2009-2012: Board member, Upper Valley Waldorf School, Quechee, VT.

1991-1998: Board member and volunteer, Pentangle Council on the Arts, Woodstock, VT.

1988-1991: Board member and volunteer, Woodstock Learning Trust, Woodstock, VT.

A. Nicole Flickinger

[redacted]

Executive Summary

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

Core Competencies

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

Professional Experience

Clinical Nurse

July 2018 to present

Dartmouth Hitchcock Medical Center – Lebanon, New Hampshire

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

Director of Nursing Operations

March 2017 to August 2017

Brattleboro Retreat – Brattleboro, Vermont

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

Clinical Manager

February 2013 to March 2017

Brattleboro Retreat – Brattleboro, Vermont

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

Nurse Manager

May 2011 to February 2013

Dartmouth Hitchcock Medical Center – Lebanon, New Hampshire

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

Charge Nurse

December 2008 to May 2011

Brattleboro Retreat – Brattleboro, Vermont

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

Staff Nurse

May 2008 to December 2008

Springfield Hospital – Springfield, Vermont

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

Professional Credentials

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

Education and Training

Vermont Technical College May 2008

Nursing

Associate's Degree

Affiliations

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

Additional Information

Community Service

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

Solomon Zinn Hallal, MA, MSW, LICSW

Thoughtful, collaborative and flexible clinical social worker with experience in outpatient community mental health, acute, correctional, hospital, and long-term residential settings. Compassionate, organized, social justice-oriented, anti-racist and committed to client-centered work. Psychodynamic approach with expertise in ACT, DBT and narrative therapies and work with the LGBTQ+ and HIV+ communities.

Education and Professional Development

Master of Social Work, Smith College School for Social Work, 2014 - Northampton, MA
Thesis: *It's Common (But We Don't Talk About It): How Straight Male Use of Gay Male Porn Influences Acts, Identities, and Desire*

Master of Arts in Gender & Cultural Studies, Simmons College, 2010 – Boston, MA
Dean's Fellow, Thesis: *Virtual Belonging: The Politics of Inclusion in an Imagined Transnational Trans* Male Community*

Bachelor of Arts in Queer Theory and Gender Studies, New College of Florida, 2007– Sarasota, FL
Florida Bright Futures Scholar, Thesis: *Preserving Queer History: Drag Balls as Bakhtinian Carnivalesque and the Sociological Ingroup Phenomenon in Paris is Burning*

- Licensed Independent Clinical Social Worker (LICSW) in New Hampshire #2282, Massachusetts #000120813, and Vermont #089.0134125
- Member of National Association for Social Workers; American Association for Sexuality Educators, Counselors, and Therapists; Professional Association of Social Workers in HIV/AIDS

Relevant Professional Experience

Dartmouth-Hitchcock Medical Center **December 2019 – present**
Behavioral Health Consultant/LICSW – Section of Infectious Disease/Crisis and Consultation Service

- Provided individual therapy to patients living with HIV and Hepatitis B, patients on pre- or post-exposure prophylaxes. Provided supportive counseling to family members and partners of HIV+ patients. Completed referrals for additional resources including peer specialist support, and letters of support for Gender-Affirming surgeries on an as-needed basis.
- Consulted with nursing and other medical staff within the Section of Infectious Disease around best mental health practices for individuals living with HIV and other infectious diseases, HIV+ youth and families, and members of the BIPOC and LGBTQIA+ communities.
- Served as the Clinical Lead on the Trauma-Informed Care Task Force, provided consultation on the Hep B/Hep C/HIV+ team for the New Hampshire Department of Corrections, co-lead New Hampshire Disparities Collaborative Coalition, member of Human Trafficking Task Force.
- Assessed high acuity mental health patients presenting to the DHMC Emergency Department, completed biopsychosocial assessments to determine appropriate discharge planning with safety plans in place, made referrals to DHMC inpatient psychiatry as well as inpatient, intensive outpatient, and partial hospitalization programs across New Hampshire and Vermont.
- Continued follow-along outpatient mental health care with patients who no longer met criteria for hospitalization, but appeared to be in need of time-limited or solutions-focused therapy.

MHM/Centurion VT, Springfield VT **January 2017– December 2020**
Behavioral Health Supervisor – Southern State Correctional Facility

- Provided administrative and clinical supervision of both licensed and unlicensed mental health professionals, interns, administrative staff, and nursing students on mental health rotations at correctional facilities in Springfield, Rutland, Windsor and St. Johnsbury, Vermont.

- Collaborated with Department of Mental Health and Department of Corrections to implement and maintain individualized behavior plans and goals for high acuity patients.
- Planned and managed clinical responsibilities of behavioral health staff to ensure that facility needs for clinical and consultative services best supported both DOC staff and inmate/patients.
- Provided in-service trainings to behavioral, medical and DOC staff about trauma-informed care, co-occurring disorders, medication-assisted treatment, suicide risk screening, mental status exams, common mental health symptoms and diagnoses, and best practices in providing care to transgender and gender non-conforming individuals.
- Continued all Mental Health Professional responsibilities, please see below.

MHM/Centurion VT, Springfield VT **June 2016 – January 2017**
Mental Health Professional – Southern State Correctional Facility

- Implemented and evaluated mental health services including admissions, assessments, individual and group therapy, treatment planning, and crisis intervention services for general population, closed custody (medium security), and segregated patients.
- Conducted daily mental health and suicide precaution checks for at risk patients, completed weekly rounds to assess mental health of patients in administrative and disciplinary segregation; facilitated weekly assessments of patients with serious functional impairments.
- Collaborated with medical and psychiatric prescribers to support success for high acuity, segregated, and closed custody patients. Communicated with Department of Corrections (DOC) to ensure patients were supported onsite and screened for higher levels of care as indicated.
- Facilitated peer supervision; supervised masters' level clinical intern. Provided education about best practices for work with LGBTQ+ patients to on-site team and offered telepsych therapy to transgender individuals at other state sites.

Italian Home for Children, Jamaica Plain, MA **August 2014 – January 2016**
Clinician/Case Manager – Community Based Acute Treatment

- Provided case management and daily individual and weekly family therapy with children ages 4-12; utilized play, talk, art and narrative therapy, behavioral modification and incentive plans, and occupational and multi-sensory interventions. Led daily social skills and life skills groups.
- Developed treatment plans and clinical formulations, maintained progress notes, provided referrals to outside agencies for ongoing in-home and outpatient supports, used psychiatric rating scales to track client progress, provided diagnoses as part of discharge planning.
- Facilitated collateral meetings, lateral transitions, foster care placements, and family reunifications; worked collaboratively with state agencies. Provided weekly case presentations to milieu staff and treatment team. Maintained ongoing contact with insurance companies to authorize for level of care.
- Created and led trainings on empathy and attunement, cognitive development, and cultural competency/humility to residential counselors and supervisors. Supervised masters level clinical interns.

UCSF Alliance Health Project, San Francisco, CA **Sep 2013 – Apr 2014**
Clinical Social Work Intern

- Provided weekly outpatient psychodynamic individual and group therapy to members of the LGBTQ and HIV+ communities in a brief therapy (20 week) model; wrote treatment plans and maintained case notes for clients receiving state and/or HIV/AIDS-specific funding; maintained contact with client collaterals and made referrals as necessary, completed yearly assessments and reviews of client need.
- Conducted weekly intakes, created biopsychosocial history and completed needs and strengths assessments; made appropriate internal and external referrals, provided preliminary diagnosis.

- Used Time-Limited Dynamic Psychotherapy model to conceptualize cases and presented in weekly group supervision, attended weekly didactics and agency debriefs.

LINDA SNOW

EXPERIENCE

10/2015 – PRESENT

RESOURCE SPECIALIST, DARTMOUTH HEALTH

- Coordinate transportation from inpatient hospital stays and outpatient treatment appointments
- Adhere to HIPPA guidelines including 42 CFR
- Assist patients in coordinating inpatient substance use treatment admissions
- Collaborate with community agencies to address the social determinates of health needs for patients
- Assess patients for social determinant of health needs including housing, employment, transportation, childcare, and medical care
- Oversee the onsite food shelf and clothing closet
- Plan topics and schedule speakers for the Health and Wellness program in an intensive outpatient treatment program for pregnant and parenting women
- Assist Care Managers in implementing discharge plan from an inpatient hospital setting
- Communicate with medical care facilities regarding discharge planning from inpatient hospital stays
- Partner with substance treatment team to provide a strength based and integrated care model for pregnant and parenting women

2/2011 – 10/2015

REACH UP CASE MANAGER, STATE OF VERMONT

- Support TANF participants in developing a plan in working towards self-sufficiency
- Connect clients to resources including health care, housing, employment, and transportation
- Attend safety plan meetings with parents and child protection
- Team with community agencies in working with clients towards their goals
- Complete client screenings for depression, anxiety, and social determinants of health

9/2010– 2/2011

EMPLOYMENT SPECIALIST, VERMONT ADULT LEARNING

- Provide supported employment education and support to TANF participants
- Assist participants in resume and cover letter writing
- Team with members of the community to support TANF participants returning to the workforce

2/2003– 10/2005 AND 4/2008- 9/2010

REFERRAL SPECIALIST, CHILD CARE RESOUCRCE

- Provide education to families on finding quality child care
- Update the community child care database
- Communicate with providers regarding availability of openings in their program
- Present workshops to child care providers for continuing education

EDUCATION

AUGUST 2022-PRESENT

MSW, WEST VIRGINIA UNIVERSITY

Currently enrolled in the MSW program at West Virginia University with a projected completion date of 8/2025

MAY 1997

BA, WEST VIRGINIA WESLEYAN COLLEGE

MAJOR: SOCIOLOGY MINOR: EDUCATION

CURRICULUM VITAE AND BIBLIOGRAPHY
3/2018

Alena Katherine Neton Shoemaker, MD
Family Physician and Clinical Faculty, Lawrence Family Medicine Residency

EDUCATION

2006 Bachelor of Science John Carroll University, University Heights, OH

2011 Doctor of Medicine The Ohio State University School of Medicine, Columbus, OH

POSTDOCTORAL TRAINING

Residency:
6/2011 – 6/2014 Family Medicine
Greater Lawrence Family Medicine Residency, Lawrence MA

Fellowship:
10/2014 – 10/2015 Holistic, Integrative, and Pluralistic Medicine
Greater Lawrence Family Health Center (GLFHC), Lawrence MA

LICENSURE AND CERTIFICATION

2014 – present Medical Board of Massachusetts, American Board of Family Medicine

HOSPITAL APPOINTMENTS

2014 - present Associate Staff, Dept of Family Medicine, Lawrence General Hospital

TEACHING RESPONSIBILITIES

Regular Clinical Teaching:
Community and Obstetric Faculty at the Lawrence Family Medicine Residency Program
Community Faculty for Tufts University School of Medicine
Faculty Director of Integrative Medicine Curriculum and Resident OMM Clinic

Presentations:
Oct 2015 OMT for the primary care physician, co-presenter, FMEC 2015 Danvers, MA

PROFESSIONAL SOCIETIES

American Academy of Family Physicians
Integrative Medicine for the Underserved

MAJOR RESEARCH INTERESTS

Integrative medicine, non-pharmacologic management of pain, group medical visits, Osteopathy

BIBLIOGRAPHY

Geller JS, Kulla J, Shoemaker A. Group Medical Visits Using an Empowerment-based Model as Treatment for Women with Chronic Pain in an Underserved Community. *Global Advances in Health and Medicine*: 2015 Nov; 4(6): 27-31, 60

Heather Markey Waniga, RN, MSN, Travis Gerke, ScD, Alena Shoemaker, MD, Derek Bourgoine, MHA and Pracha Emranond, MD, MPH . The Impact of Revised Discharged Instructions on Patient Satisfaction. *Journal of Patient Experience*: 2016, Vol 3 (3): 64-48

LANGUAGES SPOKEN

English, Medical Spanish

LUCY J.R. PILCHER, MSW, LICSW

EDUCATION

University of Denver, Graduate School of Social Work — **September 2012 – June 2014**
Masters of Social Work & Graduate Certificate of Trauma Informed Social Work Practice
University of Bath — **September 2006 – May 2009**
Bachelors of Social Work and Applied Social Studies

RELEVANT EXPERIENCE

Dartmouth Hitchcock Medical Center, Lebanon, NH — **October 2018– Present**
Director of Education for Social Work and Clinical Mental Health

- Program development and oversight of a rigorous, high quality student training program focused on BSW, MSW and Clinical Mental Health Counseling student training opportunities within Dartmouth Health.
- Program development and oversight of a post-graduate Clinical Supervision program for Clinical Licensure candidates at Dartmouth Health.
- Supervision and support to students, field supervisors and clinical supervisors engaged in student and post-graduate training opportunities. Includes facilitation of peer supervision groups, clinical supervision, educational opportunities for supervisors and creation of supportive structures and processes.
- Collaboration with Psychiatric APRN training program to support the training opportunities for both disciplines within the Behavioral Health workforce.
- Working with students, licensure candidates and supervisors to address challenges and maintain adherence to program training goals and requirements.

Dartmouth Hitchcock Medical Center, Lebanon, NH — **October 2018– Present**
Department of Psychiatry, Addiction Treatment Services, Moms in Recovery Program

- Provide clinical addiction treatment services, in an integrated, multidisciplinary care setting, to women with substance use disorders.
- Facilitator of group therapy sessions at varying levels of addiction treatment ranging from intensive outpatient treatment (IOP) groups to maintenance groups with a focus on healthy relationships, motivational enhancement, relapse prevention, CBT and DBT.
- Meet periodically with Clinical team to review, update and create new curriculum as needed to meet patient needs and reflect current best practice.
- Completing intake assessments for individual clients, developing and implementing individualized treatment plans with a focus on achieving and maintaining sobriety, developing and maintaining safe and healthy relationships and providing consistent, safe care to children.
- Speaker and panelist at community and stakeholder events sharing expertise on addiction treatment and trauma-informed practice with children and families.
- Certified facilitator of Circle of Security Parenting Program, an 8 week attachment focused program aimed at supporting parents to gain the tools to understand their child's behaviors and see the underlying emotions and unmet needs.
- Child-Parent Psychotherapy provider.
- Assessing vulnerable adults and children and working with child and adult protective services as required.
- Member of Executive Advisory Committee for Psychiatry-LICSW representative providing a social work perspective on Departmental issues and participating in relevant workgroups considering the social work role in Psychiatry and opportunity for growth.
- Field instructor and supervisor for BSW and MSW students placed at the Addiction Treatment program.
- Geisel School of Medicine Instructor to Residents and Medical Students rotating through the Addiction Treatment Program.
- On-call clinician for NH state Doorway program providing out of hours crisis care to people calling for assistance with substance use related issues. Includes assessment based on ASAM criteria, referral to treatment and resources, crisis assessment as appropriate and support and guidance to family members and community stakeholders.

Dartmouth Hitchcock Medical Center, Lebanon, NH — **June 2014– Present**
Pediatric Oncology, Birthing Pavilion, Emergency Department, Pediatrics/PICU, On-call MSW

- Social Worker on-duty of hours. Coverage of adult and pediatric ICU's, Birthing Pavilion and Emergency Department alongside all other hospital units. Provide brief, targeted intervention to assist patients, families and medical teams as needed to promote excellent patient care, family support, staff support and connection to community services alongside timely and appropriate discharge.
- Providing supervision and training to new staff members, working with senior management to effectively orient and ensure new staff attain a high level of professional practice in line with the organization's goals and objectives.
- Member and prior Chair of OCM Practice Council- an advisory board of lead social workers focusing on Social Work advocacy and best practices within the Department.
- Efficiently complete thorough biopsychosocial assessments and create and implement plan of intervention to holistically meet needs, promote patient and family care and increase connection to and utilization of community services.
- Assessing for presence of child or adult neglect and/or abuse including formal Child Abuse Protection and Prevention assessments and collaborating with child and adult protective services as needed while maintaining a strengths based and transparent approach.
- Providing holistic support to families of patients seeking care for multiple, complex and often co-occurring issues including substance use, mental health, physical trauma, chronic illness, scheduled surgeries and co-morbid conditions.
- Supporting families in end of life time periods including bereavement counseling, practical assistance and clinical interventions.
- Participate in collaborative efforts to maintain effective and appropriate utilization of services and to overcome barriers to facilitate discharge as needed.
- Development of the On-call Resource packet and facilitator of training for MSW's starting on-call coverage in OCM.
- Create and sustain strong connections with community organizations to assist patients in accessing services that meet basic and higher level needs in their medical home or community.
- Schwartz Rounds Committee member responsible for planning and delivering Pediatric Schwartz Rounds to interdisciplinary professionals within Children's Hospital at Dartmouth with a focus on ethical challenges and practice. Schwartz rounds presenter.
- Close collaboration with CHaD inpatient leadership with a focus on trauma informed care, residency education and vicarious trauma for providers.

Independent Clinical Supervisor **October 2020– Present**
LICSW Clinical Mental Health Supervisor

- NH Board of Mental health LICSW supervisor-Provide clinical supervision to MSW candidates pursuing licensure.
- VT Board of Mental Health and Allied Professionals-Rostered LICSW and Clinical Supervisor for pre-licensure candidates.

Upper Valley Pediatrics, Bradford, VT **March 2016– Present**
LICSW Clinical Mental Health Professional

- Providing individual and family therapy to children and young adults aged between 5-25 years experiencing a variety of mental health diagnoses including depression, anxiety, PTSD, disordered eating, family dysfunction, bipolar disorder and panic disorder.
- Provide clinical supervision to MSW and LMHC candidates pursuing licensure and supervision of students rotating through the clinic.
- Collaborating with medical team, school and community agencies to provide comprehensive mental health support, behavioral plans and structure for children and young people accessing therapy.
- Utilizing CBT, TF-CBT, Interpersonal Therapy, Motivational Interviewing, Solution Focused, Family Systems Therapy, and Mindfulness based practice and Play Therapy integrated with a fundamental strengths based approach to support clients in achieving goals.
- Education for providers and admin teams on mental health therapy, community resources and the role of embedded behavioral health.
- Leadership role for Behavioral Health team focused on program development, integration of embedded mental health care and policy advocacy.

Maple Leaf Children's Center, Thetford, VT **September 2017– March 2020**
Chair, Board of Directors

- Chair of the Board of Directors of non-profit Children's Center providing high quality, accredited care to children aged 18months-4 years and their families.
- Supervise Executive Director in personnel management, financial sustainability, safeguarding, human resources and professional development.

Children's Hospital Colorado, Denver, CO **September 2013– June 2014**
MSW Internship NeuroOncology Clinical Social Work

- Providing psychosocial support and interventions to children and families experiencing a diagnosis of childhood cancer.

- Efficiently completing intake & ongoing assessments and coordinating utilization of community and national resources as needed.
- Collaborative working with medical teams and psychosocial services to meet the comprehensive needs of a diverse patient population.

Mile High United Way, Denver, CO **October 2012– June 2013**

MSW Internship

- Created a guidance toolkit in conjunction with Governor Hickenlooper's Office promoting best practices with homeless youth resulting in adoption of the toolkit as a federal national model by Housing & Urban Development.
- Designing & facilitating a prevention program for parenting youth, including community engagement, individual & group sessions.

Spurwink Services, Portland, ME **September 2011– June 2012**

Behavioral Health Professional *(Jan – June),* ***Therapeutic Foster Parent*** *(Sept– Jan)*

- Facilitated daily sessions with groups & individuals with mental health diagnosis. Sessions focused on improving self-esteem, trauma therapy, human sexuality education & development of coping strategies & healthy social relationships.
- Advocated on behalf of & supported clients and families to actively participate in the decision making process related to care.
- Provided residential emotional and behavioral support to young people as they transitioned from psychiatric hospitalization.
- Maintained transparency of practice, effective communication and positive regard to aid movement towards family reunification.

Bath & NE Somerset Social Services, Bath, United Kingdom **January 2010 – June 2010**

Referral and Assessment Team *(Jan 10-Jun 10)* ***BSW Internship*** *(Jan 09-June 09)*

- Successfully fulfilled requirements for case management of large caseload including Section 47 and Section 17 legal protective mandates.
- Delivered effective front line services that safeguard the welfare of vulnerable children and young people. Working within multi-disciplinary teams and in positive partnerships with colleagues from different professions and agencies.
- Operated under a relationship-based, strengths focused model to advocate for the rights of the child in the context of their family system.

Cornwall Social Services, Penzance, United Kingdom **September 2009-January 2010**

Agency Placement-Children in Need/Child Protection team

- Successfully fulfilled requirements for case management of large caseload including Section 47 and Section 17.
- Delivered effective front line services that safeguard the welfare of vulnerable children and young people. Working within multi-disciplinary teams and in positive partnerships with colleagues from different professions and agencies.

IvyBank Nursing Home, Bath, United Kingdom **September 2007-January 2008**

BSW Internship

- Provided individual and group support to older people, focusing on processing mortality, improving mental health and maintaining relationships.

Poppins Center for Autism, Cornwall, United Kingdom **February 2005-June 2009**

Residential Case Worker

- Performed intake assessments, created care plans and developed supportive, professional relationships with families and children with Autistic Spectrum Disorder accessing respite care services.

VOLUNTARY POSITIONS

Maple Leaf Children's Center, Thetford, VT **August 2017 – Present**
Board Chair of non-profit community organization

DHMC Social Work Practice Council, Lebanon, NH **June 2017 – Present**
Member of OCM MSW Practice Council

DHMC Schwartz Rounds Committee Member, Lebanon, NH **September 2014 – February 2016**
Member of Pediatric Schwartz Rounds planning committee.

University of Bath, Student Resource Center, Bath UK **September 2006 – May 2008**
Member of Student Wellness Team focused on student outreach and education.

SELECT COMMUNITY ENGAGEMENTS AND PRESENTATIONS

New Hampshire Infant Mental Health Conference **2022**
Presentation on the intersection of Substance Use Disorder, Mental Health and early childhood experiences using an interdisciplinary approach to treatment.

Upstream Upper Valley Trainings, Dartmouth Trauma Interventions Research Center **2019 & 2020**
Presentation focused on Community Education about Moms in Recovery program, Addiction as a Disease and best practices in Addiction Treatment and support of a person with SUD/AUD.

The Family Place, Norwich VT **2019**
Education session focused on addiction, addiction treatment and best practices for supporting families with SUD/AUD.

Department of Children and Families New Hampshire **2019**
Education session focused on addiction, addiction treatment and collaboration between the Addiction Treatment Program and DCYF.

Children's Hospital at Dartmouth Health, Pediatric Residency Program **2018**
Collaborative presentation with CHaD focused on trauma informed care and the impact of vicarious or secondary trauma for residents and students.

Cornwall County Council, Fostering and Adoption Network **2010**
Facilitator of 2 day training for prospective foster and adoptive parents focused on attachment, trauma, child-development and self-care.

Tonya L. Suarez, MSW, LICSW

[redacted]

License #
New Hampshire LICSW 2072
Vermont LICSW 0890134264

Education

Master of Social Work, May 2012
University of New Hampshire, Durham New Hampshire

Bachelor of Arts, Psychology, May 2002
Saint Anselm College, Manchester New Hampshire

LICSW NH Board of Mental Health, September 2017

Professional Experience

Addiction Treatment Programs at Dartmouth Hitchcock Medical Center
(January 2018-present time)
Lebanon, New Hampshire
Behavioral Health Clinician

- Evaluation, diagnosis, and treatment of persons with substance use disorder and co-occurring mental health diagnoses.
- Establishment and documentation of treatment goals within group and individual therapy utilizing appropriate practices that include trauma sensitive cognitive behavioral therapy, motivational enhancement therapy, crisis intervention, and supportive cognitive therapy.
- Communication and collaboration within an interdisciplinary team and community partners to provide integrated care to meet patient needs.
- Participation in speaking engagements with community agencies to provide education on addiction and trauma.
- Member of Family Treatment Court Steering Committee and Operations Team
- Regularly supervise Geisel medical students, D-H psychiatry residents, and D-H addiction psychiatry fellows in the D-H Addiction Treatment Program, providing education on evidence-based psychosocial treatments for substance use disorders.

West Central Behavioral Health Center (March 2015-March 2019)
Lebanon, New Hampshire
Child Behavioral Health Clinician

- Evaluation, diagnosis, and treatment of children ages 5-18 within a community mental health setting.

- Collaboration and communication with community partners and family.
- Utilized appropriate therapeutic techniques to meet the needs of the child including Trauma Focused Cognitive Behavioral Therapy, Play therapy, Expressive therapies, Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and Family Therapy.

Child Advocacy Center of Grafton and Sullivan Counties at Dartmouth Hitchcock Medical Center (January 2014-January 2018) *Lebanon, New Hampshire*
CAC Resource Coordinator/Forensic Interviewer Specialist

- Conduct Forensic Interviews of children of suspected sexual abuse, physical abuse, and witness to violence. Crisis intervention and support to families impacted.
- Facilitate and lead a multi-disciplinary team of professionals to plan, coordinate services, and interventions. Testimony in court as needed.
- Community outreach and prevention.
- Supervise and support bachelor level internships. Mentor and peer review of forensic interviewers.

Children's Hospital at Dartmouth Hitchcock Medical Center (June 2012-May 2014) *Lebanon , New Hampshire*
Pediatric Clinical Social Worker

- Assessment, and supportive counseling to families of children admitted to the pediatric and pediatric intensive care units for treatment. Referrals and collaboration with community agencies.
- Crisis intervention and grief and loss counseling.
- Member of a multidisciplinary team of providers. Provide ongoing education to team members regarding the impact of psychosocial dynamics on the family and child.
- Facilitate therapeutic group for parents of children diagnosed with diabetes.

Dartmouth Hitchcock Medical Center (August 2011-May 2012)
Lebanon, New Hampshire
Advanced MSW Clinical Intern

- A dual internship working with the pediatric hematology/oncology team and the Child Advocacy and Protection Program.
- Conducted psychosocial assessments to assess for resources and clinical needs of family and patient. Worked within the inpatient and outpatient setting providing ongoing clinical support to families.
- Crisis Intervention, supportive counseling, and grief and loss counseling.

Sununu Youth Services Center (September 2009-May 2010)
Manchester, NH
MSW Clinical Intern

- Provided ongoing therapeutic counseling sessions for adolescent males committed to a locked juvenile correctional facility.
- Assessment and diagnoses of new residents.
- Assist in the development of treatment plans for residents. Co-facilitate weekly mindfulness group.

Child Advocacy Center of Grafton and Sullivan Counties at Dartmouth Hitchcock Medical Center (March 2009-May 2012)
Lebanon, NH
CAC Resource Coordinator/Forensic Interviewer Specialist

- Conduct Forensic Interviews of children of suspected sexual abuse, physical abuse, and witness to violence.
- Facilitate a multi-disciplinary team of professionals to plan, coordinate services, and interventions. Testimony in court as needed.
- Community outreach and prevention.

Division for Children, Youth, and Families (May 2005-February 2009)
Claremont and Concord, NH
Child Protective Service Worker

- Investigate reports of child abuse and neglect, determine risk to child and course of action.
- Organization and Documentation of investigation.
- Participated in court proceedings when necessary including direct testimony, preparing supporting evidence, and court reports.

Lebanon School District (February 2005-June 2005 part time)
Lebanon, NH
Substitute Teacher

- Assisted school district when a substitute teacher was needed.
- Successfully handled children from ages 5-18 in the classroom.

Division of Youth and Family Services (August 2003-December 2004)
East Orange, NJ
Family Service Specialist

- Responsible for a high case load of high risk families.
- Investigated child abuse and neglect referrals. Successfully organized and documented events of each case.
- Utilized resources to make informed decisions in the best interest of the child/children.
- Assisted and arranged necessary services for family stabilization.

Easter Seals Girls Group Home (July 2002-July 2003)
Manchester, NH
Residential Instructor

- Assisted in the creation and implementation of individualized treatment plans for females ages 12-21 in a locked residential treatment center.

- Coordination and development of daily living skills and coping strategies with youths.

Robert B. Jolicoeur School (December 2002-July 2003 part time)
Manchester, NH
Teachers Aid

- Worked with children ages 12-21 in an alternative school program.
- Member of a multidisciplinary team that coordinated and implemented individual treatment plans to support child's educational needs.

Specialized Trainings

Forensic Interview Training (2006)
Extended Forensic Interview Training (2011)
Forensic Interview Testimony (2011)
Interviewing Children with Disabilities (2016)
Facilitation of Multidisciplinary Teams (2010)
Trauma Focused Cognitive Behavioral Therapy (2015)
Cognitive Behavioral Therapy (2015)
Motivational Interviewing (2019)
Trained Facilitator of Circle of Security Parenting Program
Child Parent Psychotherapy Certification to be completed 2022

Teri Bishop LaRock

LICENSE #
New Hampshire LICSW # 1847
Massachusetts LICSW #1021146
Vermont LICSW # 0890055650

EDUCATION

Boston University School of Social Work, Boston, MA	MSW, May 1990
University of Vermont, Burlington, VT	BA Psychology, May, 1988

PROFESSIONAL EXPERIENCE
Dartmouth Health; Dartmouth Hitchcock Medical Center

Clinical Director; Moms in Recovery; Psychiatry 2018-Present

*Management and clinical supervision of a team of licensed masters level clinical staff providing psychosocial assessment, counseling and treatment to pregnant and parenting women in an integrated addiction treatment outpatient clinic.

*Management and supervision of interdisciplinary team including recovery coach, resource specialist and play-time coordinator in a fast-paced, clinic environment. Responsible for environment in which professional growth opportunities are encouraged and supported.

*Support of interdisciplinary team cohesiveness through intentional use of feedback loops, regular individual and team discussions and proactive attention to strengths and challenges within the individual and team dynamics. Foster a strong work ethic through clear communication of expectations and role clarity.

*Creative and innovative relationship development with community agencies to support healthy outcomes for pregnant and parenting women in recovery.

*Facilitation of and assistance with development, design and training of agency programs. Regular review of curriculum used, current best practices in Addiction Treatment and continual adaptation of program to meet patient needs. Identify Clinician strengths and ongoing training opportunities to maximize diverse knowledge and skill of team and promote use of current, evidenced based best practice.

*Instructor in Department of Psychiatry; Supervision and mentoring of medical students, Residents and Fellows as part of Geisel School of Medicine and the DHMC Residency program. Includes supervising students/residents and fellows in group co-facilitation and providing opportunities to participate in clinical appointments. Provide regular feedback to improve patient care in integrated treatment program. Clinical supervision to candidates for LICSW licensure.

*Speaker and panelist at various community and state wide events sharing expertise on addiction treatment, parenting and trauma-informed practice with children and families. Current faculty member, Project ECHO, University of New Hampshire, Project SCOPE. Current faculty member, Project ECHO, Medical Legal Partnership.

*Eye Movement Reprocessing and Desensitization certification, Dialectical Behavioral Therapy certification. Trained facilitator of Circle of Security Parenting Program.

Behavioral Health Clinician; Moms in Recovery; Psychiatry 2016-2018

*Evaluation, diagnosis and treatment of women with substance use disorder and co-occurring mental health diagnoses such as anxiety and mood disorders in an integrated care clinical setting.

*Establishment and documentation of treatment goals utilizing appropriate psychotherapy including group and individual, trauma sensitive cognitive behavioral therapy, crisis intervention and supportive cognitive therapy.

*Communication and collaboration with interdisciplinary team and community partners to assure proactive and successful integrated care with a high risk population facing significant resource insecurities and marginalization.

Behavioral Health Clinician; Behavioral intervention Team; Psychiatry 2014-2018

*Comprehensive and targeted proactive primary mental health assessment and intervention with medically hospitalized patients experiencing mental health related symptoms. Timely follow-up and targeted behavioral health interventions including cognitive behavioral therapy, motivational interviewing, guided visual imagery, crisis intervention and therapeutic supportive counseling.

*Development of strategies with the healthcare team to advocate for patients psychiatric and behavioral needs. Work with team to negotiate complex systems to remove barriers and limitations in accessing appropriate disposition plans. Participation in complex care and ethics meetings. Consultation and professional support to interdisciplinary team members. Education of mental health education with medical staff. Teaching and support of primary MSWs on units regarding behavioral and mental health patient care and interventions.

Continuing Care Manager: Child Advocacy and Protection Program; Pediatrics 2007-2017

*Perform comprehensive assessment with families of children suspected to be victims of neglect, physical, sexual abuse and intimate partner violence. Evaluation of health and functional status, cognitive capability, support systems, biopsychosocial functioning, finances and health/wellness status

*Development and implementation of plan of care to include family strengths and challenges. Supportive trauma informed and trauma focused counseling with family. Collaboration with involved child protection, law enforcement and mental health agencies. Testimony in court as needed. Non-offender support group.

*Teaching pediatric residents, nursing and allied health service staff about trauma informed mental health assessment, diagnosis and psychosocial care of at risk children and families.

*Supervision of MSW interns from Boston University, University of Vermont, University of New Hampshire, and Simmons College. As a Field Supervisor, provision of high quality, rigorous student training experiences with a focus on developing clinical skill, professional behavior, strong work ethic and interdisciplinary communication and effectiveness.

* Preceptor for newly hired MSW's joining the department including general orientation to Pediatric Medical Social work, proactive support during 90 day probation period and ongoing peer support and mentoring.

*Recipient of Hands of Hope Everyday Hero award. Granite State Children's Alliance, 2017.

*Certified Darkness to Light trainer; prevention and education to community around child sexual abuse.

Pediatric Nephrology Social Worker 2012-2016

*Coordinated caseload of children and families diagnosed and coping with kidney disease as part of a multidisciplinary team. Case management and collaboration with community resources including Partners in Health, Children with Special Health Needs, Team Impact, Camp Sunshine and primary care offices

Pediatric Social Worker 2006-2007

*Assessment, supportive counseling and referrals to and collaboration with community agencies for families of children admitted to pediatric and pediatric intensive care units for treatment of illness and injury. Crisis intervention and bereavement counseling. Member of interdisciplinary care team. Psychosocial and mental health education with Dartmouth medical students, residents and nursing.

Per Diem Social Worker 2004-2006

*Clinical social work coverage on adult and pediatric units throughout the 400 bed medical center. Assessment and brief intervention with individuals and families. Facilitation of processes including guardianship, placement, and residential settings. Coordination of care with existing resources and referrals to community supports.

Community Health Link/University of Massachusetts (aka The Herbert Lipton Center) Fitchburg, MA

Clinical Social Worker 1998-2004

*Provided both long term and brief individual weekly therapy to clients with mental health and complex psychosocial challenges in a multicultural, low socioeconomic clinical setting. Modalities of counseling included cognitive behavioral therapy, crisis intervention, motivational interviewing and supportive counseling. Individual counseling with women transitioning from Framingham State Prison system to home/community environment who were working with child protection to re-establish custody of their

children. Development and implementation of treatment plans and collaboration with community agencies.

Clinical Social Worker 2002-2004

*School based counseling at Leominster High School, a large suburban high school, via Community Health Link. Assessment and crisis intervention with adolescents and families. Wrote comprehensive evaluations and developed treatment plans for adolescents engaging in self harming behaviors and substance use. Collaboration and referral to community based services. Member of interdisciplinary team working with Department of Youth Services, Department of Social Services and Department of Mental Health.

Boston Children's Hospital, Boston, MA
Clinical Social Worker Emergency Department 1995-1998

*Child abuse and neglect assessment, collaboration with Department of Social Services and other collateral agencies. Crisis intervention counseling and intervention. Referrals to local community resources and health centers.

Clinical Social Worker 1991-1995

*Psychosocial assessment, crisis intervention, brief treatment and case management with families on three inpatient medical and surgical units. Individual, family and group counseling. Collaboration with interdisciplinary team and community resources.

*Supervision responsibilities; summer staff social work position, Boston University, Simmons College and Boston College MSW students. Emergency room coverage. Co-facilitator of weekly Parent Support Group and Adolescent Cystic Fibrosis Group.

Waltham Weston Hospital and Medical Center, Waltham, MA
Clinical Social Worker 1990-1991

*Assessment of individual and family psychosocial situations on Birthing/GYN, Pediatric and Medical/Surgical adult units. Development of Family/Child High Risk Criteria. Provided crisis intervention, short term and group therapy. Rotating Emergency Department coverage. Development and facilitation of community based Gulf War Family Support Group.

Previous Positions

Social Work Intern Boston Children's Hospital, Boston, MA 1989-1990
Social Work Intern Mary Curley Middle School, Jamaica Plain, MA 1988-1989

Selected Presentations

Supporting Children of the Opioid Epidemic; Current faculty member; New Hampshire/Maine LEND ECHO SCOPE Series; training for NH/ME early intervention providers, child care, early childhood educators and mental health clinicians, 2020-2022.

Medical Legal Partnership and Common Civil Legal Problems Current faculty member; Dartmouth Hitchcock and NH Legal Assistance Medical Legal Partnership ECHO Series; February-June 2022.

Maternal Mental Health and Suicide Prevention, Collaborating to ERASE Maternal Mortality in New Hampshire, Maternal Mortality NNEPQIN 2020.

Effects of Substance Abuse on Young Children; Recognizing and Decreasing Stigma in Caring for Families; NH-ME LEND and DHMC Spring Conference, co-presented with Cheri Bryer, CRSW, May 17th, 2019.

Moms in Recovery; Providing a Recovery Friendly Practice Environment For Pregnant and Parenting Women with Substance Use Disorders, Improving the Care of Opiate Exposed Newborns, (ICON) co-presented with Julia Frew, MD and Cheri Bryer, CRSW, Burlington, Vermont, April 9th, 2019.

Recovery Friendly Care Practices; De-Stigmatizing Approaches; Dartmouth Hitchcock Medical Center, February 2019.

Recovery Friendly Practices Monthly Webinar Series NNEPQIN December 2018.

Avoiding Your Own Behavioral Health Emergency While Caring for that of your Patient During a 15 minute Prenatal Visit, co-presented with Daisy Goodwin, APRN, NNEPQIN Perinatal Mood and Anxiety Disorders Mount Washington Resort, Bretton Woods, NH November 12, 2018.

Developing Recovery Friendly Practices; Creating Strength Based Culture; a 'lunch and learn' educational series presented in person and virtually throughout Dartmouth Hitchcock Medical Center, co-presented with Cheri Bryer, CRSW, 2018-2020.

Supporting Recovery In Mothers and Caring for Children affected by Opiate Use Disorders Women, Infants and Children, co-presented with Steven Chapman, MD, August 30th, 2018 Manchester, NH.

Strength In Unity: Collaborating for Change; Providing Treatment to Pregnant and Parenting Women with Opioid Use Disorders 2018 National Association of Social Workers New Hampshire Chapter Conference; co-presented with Katrin Tchana, LICSW, Mountain View Grand Resort, Whitefield, NH.

Therapeutic Relationships and Professional Boundaries, Educational Series for Pediatric Staff at Dartmouth Hitchcock Medical Center, May-November 2016.

Having Difficult Conversations in Difficult Situations, co-presented with Cathy Brittis, MSW, Dartmouth Hitchcock Medical Center Pediatric Conference, March 23, 2015.

Talking with Children about Abuse, co-presented with Cathy Brittis, MSW, Dartmouth Pediatric Conference at Mount Washington; Mount Washington Resort, Bretton Woods, NH, March 4, 2012.

Children At Risk-Do You Know Who They Are? Resident education series, Dartmouth Hitchcock Medical Center, November 7, 2011.

Child Sexual Abuse; Myths, Realities and Why We Should Care, Resident education series, Dartmouth Hitchcock Medical Center September 2011.

CURRICULUM VITAE

Date prepared: 8/30/2022

NAME: Bryan G. Hybki

I. EDUCATION

DATES	INSTITUTION	DEGREE
2012-2016	University of Illinois College of Medicine, Rockford, IL	M.D.
2009-2011	Eureka College, Eureka, IL	B.S.
2007-2009	Illinois Valley Community College, Oglesby, IL	A.S.

II. POSTDOCTORAL TRAINING

DATES	INSTITUTION	SPECIALTY
2020-2021	University of Wisconsin School of Medicine and Public Health, Madison, WI	Addiction Psychiatry Fellowship
2017-2020	Dartmouth-Hitchcock Medical Center, Lebanon, NH	Adult Psychiatry Residency
2016-2017	Dartmouth-Hitchcock Medical Center, Lebanon, NH	Adult Psychiatry Internship

III. PROFESSIONAL DEVELOPMENT ACTIVITIES

DATES	INSTITUTION	TITLE
2020	University of Wisconsin	Safety Behavior for Error Prevention

2020-2022	University of Wisconsin	BLS
2019-2020	Dartmouth-Hitchcock	Sports Psychiatry Certificate
2018	Dartmouth-Hitchcock	Yellow Belt Certification
2017	Dartmouth-Hitchcock	PCSS-MAT Office-Based Treatment for Opioid Use Disorders Course
2017	Dartmouth-Hitchcock	Safety Behavior for Error Prevention
2015	University of Illinois College of Medicine	CITI training course-IRB
2012-2016	University of Illinois College of Medicine	Rural Medicine Education Program (RMED)

IV. ACADEMIC APPOINTMENTS

DATES	INSTITUTION	TITLE
2021-	Dartmouth-Hitchcock/Addiction Treatment Program	Staff Physician/Assistant Professor of Psychiatry
2020-2021	University of Wisconsin	Addiction Psychiatry Fellow
2016-2020	Dartmouth-Hitchcock	Psychiatry Resident

V. LICENSURE AND CERTIFICATION (IF APPLICABLE):

DATE	LICENSURE/CERTIFICATION
2022-	Vermont #042.0015681
2021-	New Hampshire #21325
2020-	ABPN Certification #77451

2020-	Wisconsin #72588-20
2016-2020	New Hampshire #2911

VI. HOSPITAL APPOINTMENTS (IF APPLICABLE):

DATES	INSTITUTION	POSITION/TITLE
2021-	Dartmouth-Hitchcock	Staff Physician
2020-2021	University of Wisconsin Health Hospital	Fellow
2020-2021	William S. Middleton Memorial VA	Fellow
2020-2021	Unity Point Meriter	Fellow
2016-2020	Dartmouth-Hitchcock	Resident
2016-2020	White River Junction VA	Resident
2016-2020	New Hampshire Hospital	Resident

VII. TEACHING ACTIVITIES:

2021-
Dartmouth-Hitchcock:
Supervision of Addiction Psychiatry Fellow in the Addiction Treatment Program
In clinic supervision/teaching to third year Geisel Medical students on their psychiatry clerkship, in the Addiction Treatment Program
In clinic supervision/teaching to first year medical residents in the Addiction Treatment Program

CLERKSHIP TEACHING
2021
Dartmouth-Hitchcock
Lecture on Sedatives to the Addiction Psychiatry Fellowship

2021
University of Wisconsin
Lecture to child and adolescent fellows on substance use disorder in adolescents

2019-2020
Geisel School of Medicine

Observed interviews for 3rd year medical students

2018
Geisel School of Medicine
Lecture to third year medical students about alcohol use disorder

2017
Geisel School of Medicine
Lecture to third year medical students about medical decision making capacity

2017-2020
Geisel School of Medicine
Small group teaching for second year medical students

VIII. COMMUNITY SERVICE, EDUCATION, AND ENGAGEMENT:

List activities relevant to your professional roles

2020-2021
Wisconsin Department of Health Services
Consultant for new hub and spoke substance use disorder health home pilot

2019
Riverbend Community Mental Health Center
3 Course Teaching Series: Opioid, alcohol, and other substances of abuse; Cannabis; Substance use and the seriously mentally ill.

IX. PROGRAM DEVELOPMENT

List any educational, clinical or research entities at Dartmouth that were created or notably advanced by your efforts

2021- : Medical clinician for the Clinical Trial Node 0100: Optimizing Retention, Duration and Discontinuation Strategies for Opioid use Disorder Pharmacotherapy (RDD).
2020-2021: QI project at the University of Wisconsin, developed a website/online portal containing resources for addiction trainees
2018-2019: QI project evaluating the adult psychiatry residency didactic series

X. MEMBERSHIPS, OFFICE AND COMMITTEE ASSIGNMENTS IN PROFESSIONAL SOCIETIES:

DATES	SOCIETY	ROLE
2020-2021	Wisconsin Psychiatric Society	Member
2020-2021	Wisconsin Medical Association	Member
2019-2020	International Society for Sports Psychiatry	Member
2018-	American Society of Addiction Medicine	Member
2018-	American Academy of Addiction Psychiatry	Member
2016-	New Hampshire Medical Society	Member
2016-	New Hampshire Psychiatric Society	Resident executive board member (2018-2020)
2014-	American Psychiatric Association	Member
2013-	American Medical Association	member

XI. AWARDS AND HONORS:

DATE	AWARD
2020	*John Renner AAAP Travel Award*
2011	*Summa Cum Laude*, Eureka College

XII. INVITED PRESENTATIONS:

Indicate with an asterisk (*) those presentations to which you, individually, were extended an invitation to present

Indicate with a hashtag (#) those presentations that were meetings where you may have presented a poster/talk, but not following a personalized invitation (i.e., at a large society meeting).

Indicate with a carat (^) if the talk/presentation was applicable as a CME activity.

***3/2021**
Lecture for Wisconsin Public Psychiatry Network: "Alcohol Use Disorder Evaluation and Diagnosis"
Zoom Webinar
Madison, WI

***^11/2019**
Grand Rounds Presentation: "Kratom, A Controversial Botanical of Increasing Concern"
Dartmouth-Hitchcock
Lebanon, NH

***^5/2018**
Grand Rounds Presentation: Suicide Prevention
White River Junction VA
White River Junction, VT

XIII. BIBLIOGRAPHY:

2021 Stanciu C., Ahmed S., **Hybki B.**, Penders T., Galbis-Reig, D. Pharmacotherapy for Management of "Kratom Use Disorder", A Systematic Literature Review with Survey of Experts. WMJ. 2021 Apr;120(1):54-61.PMID:33974767.

2020 Stanciu, C. N., **Hybki, B. G.**, & Penders, T. M. (2020). Kratom: What we know, what to tell your patients. *Current Psychiatry, 19*(3), 37–42.

2018-2019 **Quality Improvement Project**
- Developed techniques to evaluate adult psychiatry didactic series
- Developed techniques to evaluate child and adolescent didactic series

2015 Vest, M., Blank, K., Baine, L., Gaddis, P., **Hybki, B.**, & Kirkover, M. (2015). Health coaching by medical assistants to improve control of diabetes,

hypertension, and hyperlipidemia in low-income patients: A randomized controlled trial. Commentary for *Annals of Family Medicine Online Journal Club*.

2014-2015 Suarez, N., Alvarez, J., Baker, M., **Hybki, B.**, & Saavedra, M. (2015). **Oportunidad. Motivación. ¡Éxito! Preparing Latino Youth for Health Professions**.

2014-2016 **Community Oriented Primary Care (COPC) Project**
An Assessment of Mental Health and Substance Abuse Within a Rural Community LaSalle County, IL

- Primary investigator in assessing current status of mental health and substance abuse within rural communities by working with local primary care physicians, psychiatrists, and social workers.
- Presented at the annual research day at the University of Illinois College of Medicine at Rockford

2013-2014 Jannings A, MacDowell M, Budde B, **Hybki B**, Kahle K, and Noll J. **Use of mobile health in rural primary care**.

- Presented at the annual conference of the National Rural Health Association, Las Vegas, NV. 2014.

Curriculum Vitae

Luke J Archibald, M.D.

Education

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

Postdoctoral Training

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

Academic Appointments

6/2020 – current	Program Director, Addiction Psychiatry fellowship Geisel School of Medicine at Dartmouth
11/2018 – current	Assistant Professor of Psychiatry Geisel School of Medicine at Dartmouth
7/2014 – 10/2018	Clinical Assistant Professor of Psychiatry New York University School of Medicine

Institutional Leadership Roles

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

1/2017 – 10/2018	Director, Division of Alcoholism and Drug Abuse Department of Psychiatry Bellevue Hospital, New York, NY
7/2015 – 8/2018	Unit Chief, 20 East Dual Diagnosis Department of Psychiatry Bellevue Hospital, New York, NY

Licensure and Certification

2018 – current	State of New Hampshire Board of Medicine, License #19180
2022 – current	Vermont Board of Medical Practice, License #042.0015762-COM
2014 – current	Buprenorphine certification in accordance with DATA 2000 (limit 275)
2010 – 2021	State of New York License in Medicine, Registration #258530 (inactive)

Board Certification

9/2014 – current	Addiction Psychiatry (certificate #2224) American Board of Psychiatry and Neurology
9/2013 – current	Psychiatry (certificate #66177) American Board of Psychiatry and Neurology

Hospital or Health System Appointments

11/2018 – current	Director of Addiction Services Department of Psychiatry Dartmouth-Hitchcock Medical Center, Lebanon, NH
1/2017 – 10/2018	Director, Division of Alcoholism and Drug Abuse Department of Psychiatry Bellevue Hospital, New York, NY
7/2015 – 8/2018	Unit Chief, 20 East Dual Diagnosis Department of Psychiatry Bellevue Hospital, New York, NY
7/2014 – 6/2015	Attending Psychiatrist Comprehensive Psychiatric Emergency Room (CPEP) Bellevue Hospital, New York, NY
7/2011 – 6/2013	Psychiatry Moonlighter North Shore/LIJ Lenox Hill Hospital, New York, NY

Other Professional Positions

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

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

Professional Development Activities

8/2021 – 10/2021 Participant, Leading at Dartmouth-Hitchcock Health (D-HH) Term 3

Teaching Activities

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

Medical Student Clerkship in Psychiatry
7/2015-8/2018
NYU School of Medicine
Inpatient clinical preceptor
200 hours/year; 16 students/year

Medical Student Pre-Clinical Psychiatry Interviewing Seminar
9/2012 – 11/2012
NYU School of Medicine
Group preceptor
12 hours/year; 8 students/year

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

Addiction Psychiatry Fellowship Didactics
7/2020 – current
Geisel School of Medicine at Dartmouth
Course Instructor and Lecturer
50 hours/year; 2 fellows/year

Psychiatry Resident (PGY2) Didactics – Substance Use Disorders
7/2020 – current
Geisel School of Medicine at Dartmouth
Lecturer
4 hours/year; 8 residents/year

Internal Medicine Resident Supervision
7/2020 – current
Geisel School of Medicine at Dartmouth
Clinical Supervisor, Substance Abuse Clinic, Ambulatory Internal Medicine block

20 hours/year; 5 residents/year

Pain Medicine Fellow Supervision
7/2020 – 6/2021
Geisel School of Medicine at Dartmouth
Clinical Supervisor, Addiction Treatment Program
20 hours/year; 4 fellows/year

Addiction Psychiatry Fellow Supervision
11/2018 – current
Geisel School of Medicine at Dartmouth
Clinical Supervisor, Addiction Treatment Program
250 hours/year; 1-2 fellows/year

Psychiatry Resident (PGY1) Didactics – "Intern Crash Course"
7/2019 – current
Geisel School of Medicine at Dartmouth
Lecturer
2 hours/year; 8 residents/year

Psychiatry Resident (PGY3) Supervision
7/2014 – 10/2018
NYU School of Medicine
Outpatient Supervisor
40 hours/year; 1 resident/year

Addiction Psychiatry Fellow Supervision
7/2015 – 8/2018
NYU School of Medicine
Supervisor, 20 East Dual Diagnosis Unit rotation
100 hours/year; 5 fellows/year

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

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

Psychiatry Resident (PGY1) Supervision
7/2014 – 6/2015
NYU School of Medicine
Supervisor, Comprehensive Psychiatric Emergency Room (CPEP)

100 hours/year; 12 residents/year

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

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

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

Project ECHO: New Hampshire Project Echo for the Judiciary
5/2022 – 8/2022
Sponsoring Organization: Judicial Opioid Initiative / National Center for State Courts
Expert Panelist
8 hours/year, 10 participants/session

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

Primary Research Advising

Advising/Mentoring (other)

Engagement, Community Service/Education

Headrest Professional Advisory Board Member
3/2020 – 3/2021
Member
6 hours/year

Research Activities

Dates: 7/2021 - current
Project title: CTN-0100: Optimizing Retention, Duration, and Discontinuation Strategies for Opioid Use Disorder Pharmacotherapy (RDD)
Role: site PI
Percent effort: estimated 0.05 FTE
Sponsoring agency: National Institute on Drug Abuse (NIDA)
Annual direct costs of the award: $640,000

Dates: 1/2020 - current
Project title: Northeast Node of the Clinical Trials Network (CTN)
Role: core investigator
Percent effort: estimated 0.03 FTE
Sponsoring agency: National Institute on Drug Abuse (NIDA)
Annual direct costs of the award:

Program Development

New Hampshire State Opioid Response (SOR): The Doorway
Program Type: clinical
Program Goal: connect individuals seeking help for addiction with support and services via screening and evaluation, treatment, prevention (including naloxone distribution), case management, and peer recovery support
Role: Medical Director, The Doorway at Dartmouth-Hitchcock in Lebanon
Dates: 12/2018 – current
Measurement of impact: GPRA (Government Performance and Results Act) assessments, performed at baseline and 6 month follow-up

New Hampshire State Opioid Response (SOR): The Doorway After Hours Service
Program Type: clinical
Program Goal: provide telephone support from licensed clinicians for individuals in the state of New Hampshire calling 211 and attempting to access The Doorways during off-hours
Role: Medical Director
Dates: 12/2018 – current
Measurement of impact: quarterly data reports with various indicators including call volume and outcome of each call

NYC Health and Hospitals: Consult for Addiction Treatment and Care in Hospitals (CATCH)
Program Type: clinical and research
Program Goal: establish addiction consult teams at six New York City public hospitals to address the opioid epidemic by increasing MAT prescribing for hospitalized patients
Role: project leader for implementation, Bellevue Hospital
Dates: 7/2017 – 10/2018
Measurement of impact: stepped-wedge cluster randomized trial led by Dr. Jennifer McNeely

Entrepreneurial Activities

Major Committee Assignments, Inclusive of Professional Studies

A. National
B. Regional

1/2021 – current	New Hampshire Drug Overdose Fatality Review Commission Member

C. Institutional

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

Institutional Center or Program Affiliations

Editorial Boards

Journal Referee Activity

Awards and Honors

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

Invited Presentations

A. International
B. National
C. Regional/local

Vermont MAT Learning Sessions (Advanced OUD X-Waiver Team Learning Collaborative) * ^
Date: 3/31/2022
Topic: Anxiety Medication Management in MAT
Sponsoring Organization: Dartmouth-Hitchcock Medical Center
Location: Lebanon, NH

Behavioral Health Research Seminar * ^

Date: 1/21/2022
Topic: Study in progress: Optimizing Retention, Duration and Discontinuation Strategies for Opioid Use Disorder Pharmacotherapy (RDD)
Sponsoring Organization: Dartmouth Center for Technology and Behavioral Health
Location: Lebanon, NH

Surgery Grand Rounds * ^
Date: 6/19/2020
Topic: Perioperative Management of Pain and Addiction in Patients with Opioid Use Disorder
Sponsoring Organization: Dartmouth-Hitchcock Medical Center
Location: Lebanon, NH

Project ECHO: Mental Health and Substance Use * ^
Date: 1/28/2020
Topic: Screening, Assessment, and Diagnosis of Alcohol and Substance Use Disorders
Sponsoring Organization: Dartmouth-Hitchcock Knowledge Map
Location: Lebanon, NH

Bibliography

A. Peer-reviewed publications in print or other media

Archibald L, Brunette M, Wallin D, Green A. Alcohol Use Disorder (AUD) and Schizophrenia or Schizoaffective Disorder. In: Alcohol Use Disorder and Co-Occurring Mental Health Conditions. *Alcohol Research: Current Reviews.* 2019;40(1). PMID: 31886105.

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

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

B. Other scholarly work in print or other media

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

C. Abstracts

Personal Statement

I joined Dartmouth-Hitchcock as the Director of Addiction Services in the Department of Psychiatry in November 2018 and am the medical director of the Dartmouth-Hitchcock Addiction Treatment Program (ATP). In addition, I assumed the role of program director for the Dartmouth-Hitchcock Addiction Psychiatry fellowship in June 2020. Our clinical services include an Intensive Outpatient Program

(IOP), medical visits for hundreds of individuals with substance use disorder (predominantly Opioid Use Disorder and Alcohol Use Disorder), and a Perinatal Addiction Treatment Program (PATP), and it is the site of the regional hub for the New Hampshire State Opioid Response (SOR) Doorway project. In April 2022, our site was activated for the NIDA CTN-0100 RDD trial, for which I am site PI. The RDD trial augments our clinical services at ATP by providing a means for individuals, including those without medical insurance, to obtain medication for Opioid Use Disorder via study-provided medication and medical visits.

Previously, I worked in the NYU School of Medicine, serving as the Director of the Addiction Division in the Department of Psychiatry at Bellevue Hospital. In that role, I oversaw three clinical programs: the Chemical Dependency Outpatient Program (CDOP), the inpatient detoxification and stabilization unit, and the Opioid Treatment Program (OTP). Other direct clinical responsibilities included the role of unit chief of Bellevue's inpatient dual diagnosis service. Advancing treatment for substance use disorders through carefully conducted research has been an important mission in all of these sites.

I care deeply about providing the highest quality, most compassionate, and easily accessible treatment for individuals with substance use disorders and other mental health conditions, both directly and through developing and advancing clinical programs and teaching.

Dartmouth-Hitchcock
MEDICAL CENTER

Megan M. Tracy

Experience:

The Doorway, DHMC, Lebanon *January 2019 – Present*
Associate Practice Manager, Department of Psychiatry

- Assists the medical leader to lead the health care of The Doorway and After Hours Program in all aspects of the daily operations at the Addiction Treatment Program.
- Assumes leadership responsibility for the operational and informational management systems for The Doorway and After Hours Program.
- Develops efficient procedures with an emphasis on high quality of patient care in the following areas: Patient scheduling, clerical office procedures, transcription, referring physician communication process, and informational systems use. Assists in the development of policies and procedures for all internal operating systems. Standardizes systems between sections.
- Assists in the identification and development of new programs or methodologies for delivering The Doorway's and After Hours Program services more effectively and efficiently.
- Initiates and reviews proposals for modifying operational systems, practices, policies and procedures, and implements necessary changes.
- Develops and carries out a full range of financial management activities of The Doorway and After Hours Program. Prepares the annual budget, monitors sections' performance in relation to budget, and develops strategies for improvement and/or the correction of deviations from budget.
- Provides leadership and direction for The Doorway and After Hours Program in maximizing revenues and minimizing operating costs/expenses by periodically reviewing patient billing, coding practices and compliance, fee structure, and the implementations of revenue maximization and cost control measures where appropriate.
- In conjunction with the director, assumes leadership responsibility or assists with special Center-wide projects.
- Interviews and hires new staff. Working with colleagues, helps to support interview processes which identify, on-board and retain the best possible candidates.

General Internal Medicine, DHMC, Lebanon *June 2016 – January 2019*
Administrative Supervisor, GIM (3M and Lyme Road)

- Oversees a team providing centralized administrative support to the department.
- Ensures that all calls and inquiries are handled and resolved within established standards of practice, quality guidelines and service expectations.
- Serves as a liaison for patients that have questions or concerns and handles any patient upsets with a high level of communication resulting in positive outcomes.
- Establishes systems and processes to help track the effectiveness of administrative support.
- Working across teams, facilitates the development of standardized processes and systems.
- Interviews and hires new staff. Working with colleagues, helps to support interview processes which identify, on-board and retain the best possible candidates.
- Provides regular feedback around performance focused on service quality.
- In collaboration with leadership, takes a lead role in identifying educational and training needs across the Department.
- Reviews, identifies and secures resources required to meet the training needs of the administrative team.
- Develops and oversees processes to ensure that forms and paperwork are handled to meet established standard of service protocols.
- Participates and leads in pilot program projects that are designed to increase efficiency.
- Assists the PM and Section Chief in implementing new clinics, workflows and processes within the department.

Office of Patient Experience, DHMC, Lebanon *August 2015 – June 2016*
Project Coordinator, Office of Patient Experience

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

Norris Cotton Cancer Center, DHMC, Lebanon *July 2014 – August 2015*
Administrative Assistant, Hematology/Oncology Section

- Manages, plans, and coordinates the details of 15 daily appointment calendars to ensure the most efficient use of time.
- Interacts regularly with a wide range of internal and external personnel and staff members and conveys information on behalf of the supervisor.
- Handles a variety of personnel wishing to make appointments and effectively schedules/redirects caller/visitor to the appropriate individual/office.
- Communicates respectfully with a diverse community.
- Coordinates and schedules activities to support office functions and meetings.
- Briefs the meeting leader on changes in schedules and priorities or on matters needing the meeting leader's personal or immediate attention.
- Coordinates with other offices and departments to arrange functions and meetings.
- Coordinates, attends, and participates in various meetings as requested by the meeting leader.
- Gathers information for the meetings, coordinates items for the agenda, and distributes material to participants prior to the meeting as requested by the meeting leader.

- Assists in the recruitment effort for positions in Advancement and actively participates in interviewing, hiring and training of employees.
- Identifies logistical arrangements needed for candidates, and coordinates with appropriate personnel to develop itineraries for interviews.
- Prepares materials and correspondence for interviews and works closely with the Search Chair in all phases of the hiring process to enable departments to recruit and retain quality staff.
- Participates in pilot program projects that are designed to increase efficiency.
- Works with the Accounts Payable department to manage business credit card transactions. Responsible for coding department procurement card to appropriate accounts and fund accounts.

Revenue Management Division, DHMC, Lebanon, NH *October 2011 to July 2014*
Financial Counselor, Patient Access Resource Center

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

Cioffredi & Associates Physical Therapy, Lebanon, NH *August 2010 to October 2011*
Patient Care Representative

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

Claremont Savings Bank, Claremont, NH *May 2008 to August 2010*
Teller/Customer Service Representative

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

Education:

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

Keene State College, Keene NH *May 2010*

- Bachelor of Science in Business Management

- Minor in Writing

Windsor High School *June 2006*

- High School Diploma

Certifications:

Greenbelt Certification *TBA*

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

Yellowbelt Certification *2015*

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

Awards and Recognition

Travelli-Allying Award *2006-2010*

- Present to student dedicated to community service within their community

Jenkins Award *May 2010*

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

FY-23

Contractor Name

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Cheri Bryer	Recovery Coach	$25,004.28
Heather Davis	Program Manager	$4,496.16
Martha Dickinson	Sr. Clinical Secretary	$13,125.50
Ashley Flickinger	RN	$10,643.00
Solomon Hallal	LICSW	$5,702.66
Linda Snow	Resource Specialist	$25,299.57
Alena Shoemaker	MD	$16,365.11
Lucy Pilcher	LICSW	$5,104.52
Tonya Suarez	LICSW	$5,281.02
Teri LaRock	LICSW	$6,445.04
Hybki, Bryan	MD	$6,629.30
Luke Archibald	MD	$19,377.38
Megan Tracy	Practice Manager	$5,275.44

FY-24

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Heather Davis	Program Manager	$2,655.63
Martha Dickinson	Family Support Assistant	$6,948.79
Linda Snow	Resource Specialist	$13,393.89
Alena Shoemaker	MD	$8,663.88
Lucy Pilcher	LICSW	$5,104.52
Hybki, Bryan	MD	$4,367.65
Luke Archibald	MD	$10,054.38

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 1, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below in **bold** for the continued provision of Medication Assisted Treatment to individuals with Opioid Use Disorders, by exercising contract renewal options to increase the total price limitation by $305,793 from $1,963,517 to $2,269,310 and extend the completion dates from June 30, 2022 to September 29, 2022, effective July 1, 2022 or upon Governor and Council approval, whichever is later. 100% Federal Funds.

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	**174360**	**Manchester**	**$323,959**	**$52,531**	**$376,490**	**O: 1/9/19, Item #9 A1: 6/24/21, Item #30 A2: 1/22/21, Item #22 A3: 9/29/21 Item #31**
LRGHealthcare	177161	Laconia	$439,526	$0	$439,526	O: 12/5/18, Item #22 A1: 1/22/19, Item #22
Mary Hitchcock Memorial Hospital	**177651**	**Lebanon**	**$513,127**	**$190,185**	**$703,312**	**O: 12/5/18, Item #22**

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						A1: 6/24/20, Item #30 A2: 1/22/21, Item #22 A3: 9/29/21 Item #31
Harbor Homes, Inc.	155358	Nashua	$271,428	$0	$271,428	O: 12/5/18 Item #22
Riverbend Community Mental Health, Inc.	177192	Concord	$271,428	$0	$271,428	O: 12/5/18, Item #22
Concord Hospital - Laconia	**355256**	**Laconia**	**$144,049**	**$63,077**	**$207,126**	**O: 6/2/2021, Item #27 A1: 9/29/21 Item #31**
		Total:	**$1,963,517**	**$305,793**	**$2,269,310**	

Funds are available in the following accounts for State Fiscal Year 2022, 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 to ensure Contractors continue providing comprehensive Medications for Substance Use Disorder (MSUD), formally referred to as Medication Assisted Treatment, to individuals with Substance Use Disorders. The Contractors will continue to provide evidence-based Medications for Substance Use Disorder for individuals with Opioid Use Disorder (OUD) who require necessary outpatient and community-based services. Medications for Substance Use Disorder is the use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of Opioid Use Disorder. These agreements also ensure the provision of services specifically designed for pregnant and postpartum women with Opioid Use Disorder including, but not limited to childcare and parenting education.

These contracts are integral for the Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response (SOR) grant to increase access to Medications for Substance Use Disorder throughout the State.

Approximately 250 individuals will be served between July 1, 2022 and September 29, 2022.

As referenced in C-1, Revisions to Standard Provisions, Section 9, Renewal, of the original contracts with Elliot Hospital of the City of Manchester and Mary Hitchcock Memorial Hospital, and as referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions

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to Form P-37, General Provision, Subsection 1.2 of the original contract with Concord Hospital - Laconia, the Department has the option to extend the agreements with Elliot Hospital of the City of Manchester and Mary Hitchcock Memorial Hospital for up to two (2) additional years, and to extend the contract with Concord Hospital, Inc. – Laconia for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the remaining three (3) months of renewal for each of the three (3) contracts. These Contractors have been integral partners and supports for the Regional Doorway system and continuing funding these contracts will ensure there is no gap in services. This renewal period will allow the Department to further assess the need for continued funding and the most efficient and effective model for service delivery and development.

Should the Governor and Executive Council not authorize this request, Individuals with Opioid Use Disorders, in need of Medications for Substance Use Disorder and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in an increase of overdoses or death during the waiting period and/or reduced motivation to seek help if it is unavailable to individuals when they are ready to seek help for Opioid Use Disorders. Any unavailability or delay in receiving Medications for Substance Use Disorder not only impacts the individual, but has potential consequences for families and communities as well, such as increase in homelessness, unemployment, and incarceration.

Areas Served: Manchester, Laconia, and Lebanon regions

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

100% Federal Funds

Vendor Name: Elliot Hospital of the City of Manchester — Vendor # 174360

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$40,734.00	$0.00	$40,734.00
2020	102/500731	Contracts for Program Services	92057040	$97,132.00	$0.00	$97,132.00
2021	102/500731	Contracts for Program Services	92057040	$28,500.00	$0.00	$28,500.00
2021	102/500731	Contracts for Program Services	92057047	$15,062.00	$0.00	$15,062.00
2021	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	102/500731	Contracts for Program Services	92057048	$30,000.00	$0.00	$30,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$52,531.00	$0.00	$52,531.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$35,021.00	$35,021.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$17,510.00	$17,510.00
		Sub Total		*$323,959.00*	*$52,531.00*	*$376,490.00*

Vendor Name: Harbor Homes, Inc. — Vendor # 155358

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name: LRGHealthcare — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$24,098.00	$0.00	$24,098.00
2021	102/500731	Contracts for Program Services	92057047	$96,000.00	$0.00	$96,000.00
2021	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$439,526.00*	*$0.00*	*$439,526.00*

Vendor Name: Mary Hitchcock Memorial Hospital — Vendor # 176651

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$155,941.00	$0.00	$155,941.00
2021	102/500731	Contracts for Program Services	92057040	$42,000.00	$0.00	$42,000.00
2021	102/500731	Contracts for Program Services	92057047	$30,124.00	$0.00	$30,124.00
2021	102/500731	Contracts for Program Services	92057048	$120,000.00	$0.00	$120,000.00
2022	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$105,062.00	$0.00	$105,062.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$125,128.00	$125,128.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$65,057.00	$65,057.00
		Sub Total		*$513,127.00*	*$190,185.00*	*$703,312.00*

Vendor Name: Riverbend Community Mental Health — Vendor # 177192

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$101,786.00	$0.00	$101,786.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

2021	102/500731	Contracts for Program Services	92057040	$33,928.00	$0.00	$33,928.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name Concord Hospital - Laconia — Vendor # 355356

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$33,000.00	$0.00	$33,000.00
2021	102/500731	Contracts for Program Services	92057048	$14,000.00	$0.00	$14,000.00
2022	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$49,049.00	$0.00	$49,049.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$42,976.00	$42,976.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$20,101.00	$20,101.00
		Sub Total		*$144,049.00*	*$63,077.00*	*$207,126.00*
			Overall Total	$1,963,517.00	$305,793.00	$2,269,310.00

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Medication Assisted Treatment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mary Hitchcock Memorial Hospital ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 5, 2018 (Item #22), as amended on June 24, 2020 (Item #30), January 22, 2021 (Item #22), and most recently on September 29, 2021 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 9, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 29, 2022

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $703,312.

3. Modify Exhibit B-7 Amendment #4, Budget by replacing it in its entirety with Exhibit B-8 Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

4. Add Exhibit B-9 Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

5/19/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Mary Hitchcock Memorial Hospital

5/18/2022
Date

DocuSigned by:
Edward J Merrens, MD
Name: Edward J. Merrens, MD
Title: Chief Clinical Officer

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

OFFICE OF THE ATTORNEY GENERAL

5/19/2022
Date

Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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DocuSign Envelope ID: BCDD51E4-7F31-4591-85AC-530266F23482

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Mary Hitchcock Memorial Hospital*

Budget Request for: *Medication Assisted Treatment*

Budget Period *9/30/2021-6/30/2022 (FY22)*

Indirect Cost Rate (if applicable) 31.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$138,393	$0	$138,393
2. Fringe Benefits	$37,325	$0	$37,325
3. Consultants	$0	$0	$0
4. Equipment	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies Office	$0	$0	$0
6. Travel	$0	$0	$0
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0
8. (c) Other - Other (please specify)			
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$0	$0	$0
Total Direct Costs	$175,718	$0	$175,718
Total Indirect Costs	$54,472	$0	$54,472
TOTAL	$230,190	$0	$230,190

Contractor Initials DS EM

Date 5/18/2022

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Mary Hitchcock Memorial Hospital*

Budget Request for: *Medication Assisted Treatment*

Budget Period *7/01/2022-9/29/2022 (FY23)*

Indirect Cost Rate (if applicable) 31.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$39,511	$0	$39,511
2. Fringe Benefits	$10,150	$0	$10,150
3. Consultants	$0	$0	$0
4. Equipment	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies Office	$0	$0	$0
6. Travel	$0	$0	$0
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0
8. (c) Other - Other (please specify)			
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$0	$0	$0
Total Direct Costs	$49,662	$0	$49,662
Total Indirect Costs	$15,395	$0	$15,395
TOTAL	$65,057	$0	$65,057

Contractor Initials EM

Date 5/18/2022

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

August 20, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below in **bold** for the continued provision of Medication Assisted Treatment to individuals with Opioid Use Disorders, by exercising contract renewal options by increasing the total price limitation by $206,642 from $1,756,875 to $1,963,517 and extending the completion dates from September 29, 2021 to June 30, 2022, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts and subsequent amendments were approved by Governor and Council as listed in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	**174360**	**Manchester**	**$271,428**	**$52,531**	**$323,959**	**O: 1/9/19, Item #9** **A1: 6/24/21, Item #30** **A2: 1/22/21, Item #22**
LRGHealthcare	177161	Laconia	$439,526	$0	$439,526	O: 12/5/18, Item #22 A1: 1/22/19, Item #22
Mary Hitchcock Memorial Hospital	**177651**	**Lebanon**	**$408,065**	**$105,062**	**$513,127**	**O: 12/5/18, Item #22** **A1: 6/24/20, Item #30** **A2: 1/22/21, Item #22**
Harbor Homes, Inc.	155358	Nashua	$271,428	$0	$271,428	O: 12/5/18,Item #22

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Riverbend Community Mental Health, Inc.	177192	Concord	$271,428	$0	$271,428	O: 12/5/18, Item #22
Concord Hospital - Laconia	**355258**	**Laconia**	**$95,000**	**$49,049**	**$144,049**	**O: 8/2/2021, Item #27**
		Total:	$1,756,875	$206,642	$1,963,517	

Funds are available in the following accounts for State Fiscal Year 2022, 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 continue providing comprehensive Medication Assisted Treatment to individuals with Substance Use Disorder by using FDA-approved medications while ensuring the provision of services specifically designed for pregnant and postpartum women with Opioid Use Disorder.

Approximately 1,000 individuals will be served during State Fiscal Year 2022.

The Department will monitor contracted services through monthly reports to ensure:

- Fifty percent (50%) of individuals with Opioid Use Disorder referred to the Contractors for Medication Assisted Treatment services receive at least three (3) clinically appropriate, Medication Assisted Treatment related services.
- One hundred percent (100%) of clients seeking services that enter care directly through the Contractors, who consent to information sharing with the Regional Doorway for Opioid Use Disorder services, receive a Doorway referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Contractors by the Regional Doorway for Opioid Use Disorder services have proper consents in place for transfer of information for the purposes of data collection between the Doorway and the Contractors.

As referenced in C-1, Revisions to Standard Contract Language of the original contracts for Elliot Hospital of the City of Manchester and Mary Hitchcock Memorial Hospital, and as referenced in Exhibit A, Revisions to Standard Agreement Provisions Language of the original contract with Concord Hospital - Laconia, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for nine (9) months of the one (1) year available.

Should the Governor and Executive Council not authorize this request, individuals with Opioid Use Disorder in need of Medication Assisted Treatment and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in an increase of overdoses during the waiting period and/or reduced motivation to seek help if it is unavailable to individuals when they are ready to seek help for Opioid Use Disorder.

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Area Served: Area served: Manchester, Laconia, and Lebanon regions

Source of Funds: CFDA #93.788, FAIN #TI081685 and CFDA #93.788, FAIN #TI083328.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

100% Federal Funds

Vendor Name: Elliot Hospital of the City of Manchester — Vendor # 174360

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$40,734.00	$0.00	$40,734.00
2020	102/500731	Contracts for Program Services	92057040	$97,132.00	$0.00	$97,132.00
2021	102/500731	Contracts for Program Services	92057040	$28,500.00	$0.00	$28,500.00
2021	102/500731	Contracts for Program Services	92057047	$15,062.00	$0.00	$15,062.00
2021	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	102/500731	Contracts for Program Services	92057048	$30,000.00	$0.00	$30,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$52,531.00	$52,531.00
		Sub Total		*$271,428.00*	*$52,531.00*	*$323,959.00*

Vendor Name: Harbor Homes, Inc. — Vendor # 155358

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name: LRGHealthcare — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$24,098.00	$0.00	$24,098.00
2021	102/500731	Contracts for Program Services	92057047	$96,000.00	$0.00	$96,000.00
2021	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$439,526.00*	*$0.00*	*$439,526.00*

Vendor Name: Mary Hitchcock Memorial Hospital — Vendor # 176651

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$155,941.00	$0.00	$155,941.00
2021	102/500731	Contracts for Program Services	92057040	$42,000.00	$0.00	$42,000.00
2021	102/500731	Contracts for Program Services	92057047	$30,124.00	$0.00	$30,124.00
2021	102/500731	Contracts for Program Services	92057048	$120,000.00	$0.00	$120,000.00
2022	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$105,062.00	$105,062.00
		Sub Total		*$408,065.00*	*$105,062.00*	*$513,127.00*

Vendor Name: Riverbend Community Mental Health — Vendor # 177192

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$101,786.00	$0.00	$101,786.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$33,928.00	$0.00	$33,928.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name Concord Hospital - Laconia — Vendor # 355356

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$33,000.00	$0.00	$33,000.00
2021	102/500731	Contracts for Program Services	92057048	$14,000.00	$0.00	$14,000.00
2022	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$49,049.00	$49,049.00
		Sub Total		*$95,000.00*	*$49,049.00*	*$144,049.00*
			Overall Total	$1,756,875.00	$206,642.00	$1,963,517.00

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State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Medication Assisted Treatment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the Mary Hitchcock Memorial Hospital ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 5, 2018 (Item #22), as amended on June 24, 2020 (Item #30), as amended on January 22, 2021 (Item #22), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 9, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $513,127.

3. Modify Exhibit A, Section 8, State Opioid Response (SOR) Grant Standards, Subsection 8.3. to read:

   8.3. Reserved

4. Modify Exhibit A, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, Paragraph 8.10., to read:

   8.10. The Contractor shall ensure that SOR grant funds are not be used to purchase, prescribe, or provide marijuana for treatment using marijuana. The Contractor shall ensure:

   8.10.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

   8.10.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental disorders.

   8.10.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

5. Modify Exhibit A, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, by adding Paragraph 8.12., to read:

   8.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan

EJM

includes:

8.12.1. Internal policies for the distribution of Fentanyl strips;

8.12.2. Distribution methods and frequency; and

8.12.3. Other key data, as requested by the Department.

6. Modify Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, Section 1, to read:

1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.

7. Modify Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, Section 1, to read:

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 item, as specified in Exhibit B-1, Budget through Exhibit B-7 Amendment #3 Budget, SOR II.

8. Modify Exhibit B, Amendment # 2, Methods and Conditions Precedent to Payment, Section 5., to read:

5. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the twenty-fifth (25th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

5.1. Backup documentation includes, but is not limited to:

5.1.1. General Ledger showing revenue and expenses for the contract.

5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

5.1.3. Invoices supporting expenses reported.

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or

provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

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

5.1.3.1.8. Cell phones and cell phone minutes for clients.

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

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

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

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

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

9. Add Exhibit B-7, Amendment #3 Budget, SOR II, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

9/9/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Mary Hitchcock Memorial Hospital

9/8/2021
Date

Edward Merrens
Name: Edward Merrens
Title: Chief Clinical Officer

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

OFFICE OF THE ATTORNEY GENERAL

9/9/2021
Date

DocuSigned by:
J. Christopher Marshall
Name: J. Christopher Marshall
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit B-2 , Amendment #3 Budget, SOR 1

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

Contractor Name: Mary Hitchcock Memorial Hospital

Project Title: Medication Assisted Treatment

Budget Period: SFY21 10/1/2021-06/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funding by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 57,200.00	$ 13,241.00	$ 71,241.00	$ -	$ -	$ -	$ 57,200.00	$ 13,241.00	$ 71,241.00
2. Employee Benefits	$ 17,921.00	$ -	$ 17,921.00	$ -	$ -	$ -	$ 17,921.00	$ -	$ 17,921.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 75,121.00	$ 13,241.00	$ 89,162.00	$ -	$ -	$ -	$ 75,121.00	$ 13,241.00	$ 89,162.00
Indirect As A Percent of Direct		17.6%							

Contractor Initials: Mar
Date: 9/1/2021

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

January 4, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing contracts with the vendors listed below in bold for the provision of medication assisted treatment to individuals with opioid use disorders, by exercising renewal options by increasing the total price limitation by $264,737 from $1,397,138 to $1,661,875 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective upon Governor and Council approval. 100% Federal Funds.

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

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIVISION, STATE OPIOID RESPONSE GRANT

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	**174360**	**Manchester**	**$271,428**	**$0**	**$271,428**	**O: 1/9/19, Item #9** **A1: 6/24/20, Item #30**
Harbor Homes, Inc.	155358	Nashua	$271,428	$0	$271,428	O: 12/5/18, Item #22
LRGHealthcare	**177161**	**Laconia**	**$271,428**	**$168,098**	**$439,526**	**O: 12/5/18, Item #22**
Mary Hitchcock Memorial Hospital	**177651**	**Lebanon**	**$311,426**	**$96,639**	**$408,065**	**O: 12/5/18, Item #22** **A1: 6/24/20, Item #30**
Riverbend Community Mental health, Inc.	177192	Concord	$271,428	$0	$271,428	O: 12/5/18, Item #22
		Total:	**$1,397,138**	**$264,737**	**$1,661,875**	

See attached fiscal details.

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EXPLANATION

This request is Retroactive because there cannot be a lapse in services to clients. The State Opioid Response Grant funds anticipated to be available in State Fiscal Year 2020 were not yet appropriated in the operating budget and the Department did not receive the federal award letter for funding in time to submit this request prior to the current contracts expiring.

This purpose of this request is to allow the Contractor to continue providing comprehensive Medication Assisted Treatment to individuals with Substance Use Disorder by using FDA-approved medications. The Contractors ensure the provision of services specifically designed for pregnant and postpartum women with Opioid Use Disorder.

Approximately 1,000 individuals with substance use disorder who are in need of medication assisted treatment will be served from September 30, 2020 to September 29, 2021.

The Department will monitor contracted services through monthly reports to ensure:

- Fifty percent (50%) of individuals with Opioid Use Disorder referred to the Contractors for Medication Assisted Treatment services receive at least three (3) clinically appropriate, Medication Assisted Treatment related services.
- One hundred percent (100%) of clients seeking services that enter care directly through the Contractors, who consent to information sharing with the Regional Doorway for Opioid Use Disorder services, receive a Doorway referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Contractors by the Regional Doorway for Opioid Use Disorder services have proper consents in place for transfer of information for the purposes of data collection between the Doorway and the Contractors.

As referenced in C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year of the two (2) years available.

Should the Governor and Executive Council not authorize this request, individuals with Opioid Use Disorder in need of Medication Assisted Treatment and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in an increase of overdose fatalities during the waiting period and/or reeducated motivation to seek help if it is unavailable to individuals when they are ready to seek assistance for Opioid Use Disorder.

Area served: Manchester, Nashua, Laconia, and Lebanon regions

Source of Funds: CFDA #93.788, FAIN #TI081685 and CFDA #93.788, FAIN #TI083326.

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. Weaver

Lori A. Weaver
Deputy Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2018 FINANCIAL DETAIL

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

100% Federal Funds CFDA #93.788 FAIN H79TI081685 and H79TI083326

Elliot Hospital of the City of Manchester — Vendor # 174360

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$ 107,214	$ (66,480)	$ 40,734
2020	102/500731	Contracts for Program Services	92057040	$ 135,714	$ (38,582)	$ 97,132
2021	102/500731	Contracts for Program Services	92057040	$ 28,500	$ -	$ 28,500
2021	102/500731	Contracts for Program Services	92057047	$ -	$ 15,062	$ 15,062
2021	102/500731	Contracts for Program Services	92057048	$ -	$ 60,000	$ 60,000
2022	102/500731	Contracts for Program Services	92057048	$ -	$ 30,000	$ 30,000
		Sub Total		$ 271,428	$ -	$ 271,428

Harbor Homes, Inc — Vendor # 155358

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$ 135,714	$ -	$ 135,714
2020	102/500731	Contracts for Program Services	92057040	$ 135,714	$ -	$ 135,714
2021	102/500731	Contracts for Program Services	92057040	$ -	$ -	$ -
2021	102/500731	Contracts for Program Services	92057047	$ -	$ -	$ -
2021	102/500731	Contracts for Program Services	92057048	$ -	$ -	$ -
2022	102/500731	Contracts for Program Services	92057048	$ -	$ -	$ -
		Sub Total		$ 271,428	$ -	$ 271,428

LRGHealthcare — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$ 135,714	$ -	$ 135,714
2020	102/500731	Contracts for Program Services	92057040	$ 135,714	$ -	$ 135,714
2021	102/500731	Contracts for Program Services	92057040	$ -	$ -	$ -
2021	102/500731	Contracts for Program Services	92057047	$ -	$ 24,098	$ 24,098
2021	102/500731	Contracts for Program Services	92057048	$ -	$ 98,000	$ 98,000
2022	102/500731	Contracts for Program Services	92057048	$ -	$ 48,000	$ 48,000
		Sub Total		$ 271,428	$ 168,098	$ 439,526

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2018 FINANCIAL DETAIL

Mary Hitchcock Memorial Hospital — Vendor # 178651

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$ 113,485	$ (113,485)	$ -
2020	102/500731	Contracts for Program Services	92057040	$ 155,941	$ -	$ 155,941
2021	102/500731	Contracts for Program Services	92057040	$ 42,000	$ -	$ 42,000
2021	102/500731	Contracts for Program Services	92057047	$ -	$ 30,124	$ 30,124
2021	102/500731	Contracts for Program Services	92057048	$ -	$ 120,000	$ 120,000
2022	102/500731	Contracts for Program Services	92057048	$ -	$ 60,000	$ 60,000
		Sub Total		$ 311,426	$ 96,639	$ 408,065

Riverbend Community Mental Health — Vendor # 177192

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$ 101,786	$ -	$ 101,786
2020	102/500731	Contracts for Program Services	92057040	$ 135,714	$ -	$ 135,714
2021	102/500731	Contracts for Program Services	92057040	$ 33,928	$ -	$ 33,928
		Sub Total		$ 271,428	$ -	$ 271,428
			Overall Total	$ 1,397,138	$ 264,737	$ 1,661,875

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State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Medication Assisted Treatment Contract

This 2nd Amendment to the Medication Assisted Treatment contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at One Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 5, 2018, (Item #22), as amended on June 24, 2020, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 29, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $408,065.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Work – Community Based, Subsection 2.7, Paragraph 2.7.3, to read:

   2.7.3 Reserved

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Work – Community Based, Subsection 2.7, Paragraph 2.7.4, to read:

   2.7.4 Coordinate all services delivered to clients with the local or other statewide Regional Hub(s) for OUD services (hereafter referred to as Doorway(s)) including, but not limited to accepting clinical evaluation results for level of care placement from the Doorway(s).

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Work – Community Based, Subsection 2.11, to read:

   2.11 The Contractor shall collaborate and develop formal referral and information sharing agreements with other providers that offer services to individuals with OUD, including the local Doorway.

6. Modify Exhibit A, Scope of Services, Section 2, Scope of Work – Community Based, Subsection 2.12, to read:

   2.12 The Contractor shall communicate client needs with the Doorway(s) to ensure client access to financial assistance through flexible needs funds managed by the Doorway(s).

7. Modify Exhibit A, Scope of Services, Section 6, Reporting and Deliverable Requirements,

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Subsection 6.1 to read:

6.1 The Contractor shall coordinate the sharing of client data and service needs with the Doorway(s) to ensure that each patient served has a GPRA interview completed at intake, six (6) months, and discharge.

8. Modify Exhibit A, Scope of Services, Section 6, Reporting and Deliverable Requirements, Subsection 6.2 to read:

6.2 The Contractor shall gather and submit de-identified, aggregate patient data to the Department on the tenth (10th) day of each month using a Department-approved method. The Contractor shall ensure the data collected includes, but is not limited to:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3 Substance use.

6.2.4. Services received.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

9. Modify Exhibit A, Scope of Services, Section 6, Reporting and Deliverable Requirements, Subsection 6.3, to read:

6.3 The Contractor shall submit monthly reports on federally required data points specific to this funding opportunity, as identified by SAMHSA and detailed in Exhibit B.

10. Modify Exhibit A, Scope of Services, Section 6, Reporting and Deliverable Requirements, by adding Subsection 6.5, to read:

6.5 The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.

11. Modify Exhibit A, Scope of Services, Section 7, Performance Measures, by adding Subsection 7.3, to read:

7.3 The Contractor shall collaborate with the Department on the development, reporting, and quality improvement efforts for additional performance measures and outcome indicators.

12. Modify Exhibit A, Scope of Services, by adding Section 8, State Opioid Response (SOR) Grant Standards, to read:

8. State Opioid Response (SOR) Grant Standards

8.1 In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:

8.1.1. Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.

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8.1.2. Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.

8.1.3. Only provides medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

8.2. The Contractor shall ensure that only FDA-approved MAT for OUD is utilized.

8.3. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.

8.4. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.

8.5. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.

8.5.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

8.5.2. The Department reserves the right to terminate the contract and liquidate unspent funds, if services are not in place within ninety (90) days of the contract effective date.

8.6. The Contractor shall accept clients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

8.7. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

8.8. The Contractor shall ensure that all clients are regularly screened for, tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

8.9. The Contractor shall collaborate with the Department to understand and comply with all appropriate DHHS, State of NH, SAMHSA, and other Federal terms, conditions, and requirement.

8.10. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:

8.10.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

8.10.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

8.10.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

8.10.4. Attestations will be provided to the Contractor by the Department.

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8.10.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.

8.11. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:

8.11.1. Invoicing;

8.11.2. Funding restrictions; and

8.11.3. Billing.

13. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
14. Modify Exhibit B-3 Amendment #1 Budget by reducing the total budget amount by $30,124, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020) as specified in Exhibit B-4 Amendment #2 Budget NCE.
15. Add Exhibit B-4 Amendment #2 Budget NCE, which is attached hereto and incorporated by reference herein.
16. Add Exhibit B-5 Amendment #2 Budget SOR II, which is attached hereto and incorporated by reference herein.
17. Add Exhibit B-6 Amendment #2 Budget SOR II, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be retroactively effective to September 29, 2020 upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

1/5/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Mary Hitchcock Memorial Hospital

1/5/2021
Date

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

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

OFFICE OF THE ATTORNEY GENERAL

1/5/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Methods and Conditions Precedent to Payment

1. This Agreement is funded by100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.330.
   2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
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 item, as specified in Exhibit B-1 Budget through Exhibit B-6 Amendment #2 Budget SOR II.
4. The Contractor shall seek payment for services, as follows:
   4.1. First, the Contractor shall charge the client's private insurance or other payor sources.
   4.2. Second, the Contractor shall charge Medicare.
   4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
      4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
      4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   4.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
   4.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice in a form satisfactory to the State by the 25th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

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5.1. Backup documentation includes, but is not limited to:

5.1.1. General Ledger showing revenue and expenses for the contract.

5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

5.1.3. Invoices supporting expenses reported.

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

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

5.1.3.1.8. Cell phones and cell phone minutes for clients.

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

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

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

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

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

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

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

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

8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

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

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

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

12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services, including failure to submit required monthly and/or quartery reports.

13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

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

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

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

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

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

14.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Substance Abuse Treatment

Budget Period: SFY21 (07/01/20 - 12/31/20) (MEX)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$7,667.00	$1,917.00	$9,584.00				$7,667.00	$1,917.00	$9,584.00
2. Employee Benefits	$7,667.00	$1,917.00	$9,584.00				$7,667.00	$1,917.00	$9,584.00
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	$15,334.00	$3,834.00	$19,168.00				$15,334.00	$3,834.00	$19,168.00

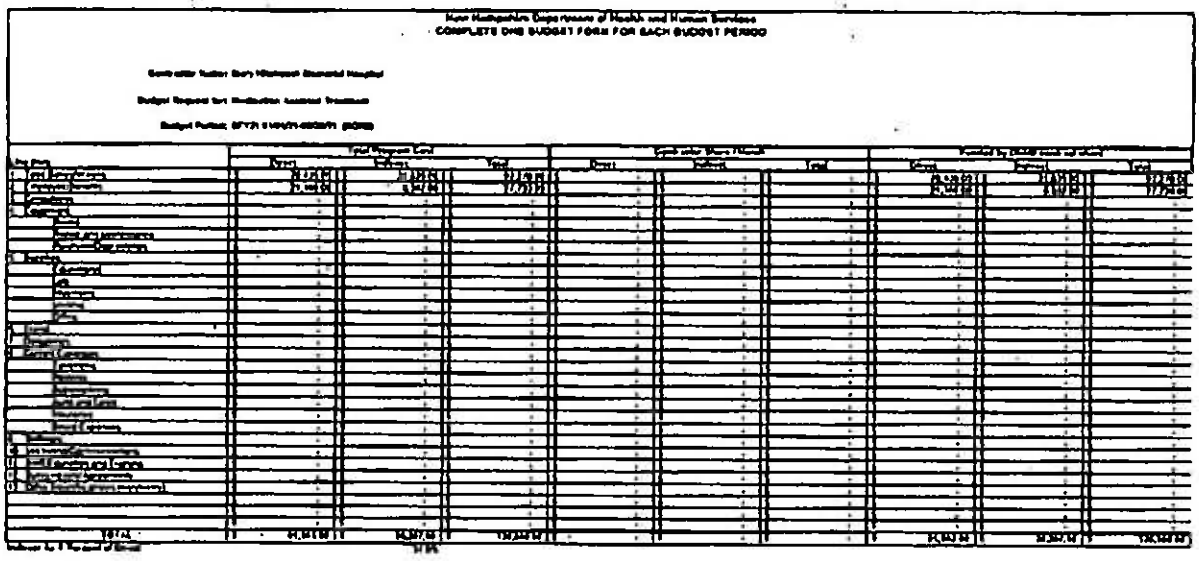
Indirect As A Percent of Direct: 25%

DS
pl
Contractor Initials
Date 12/7/2021

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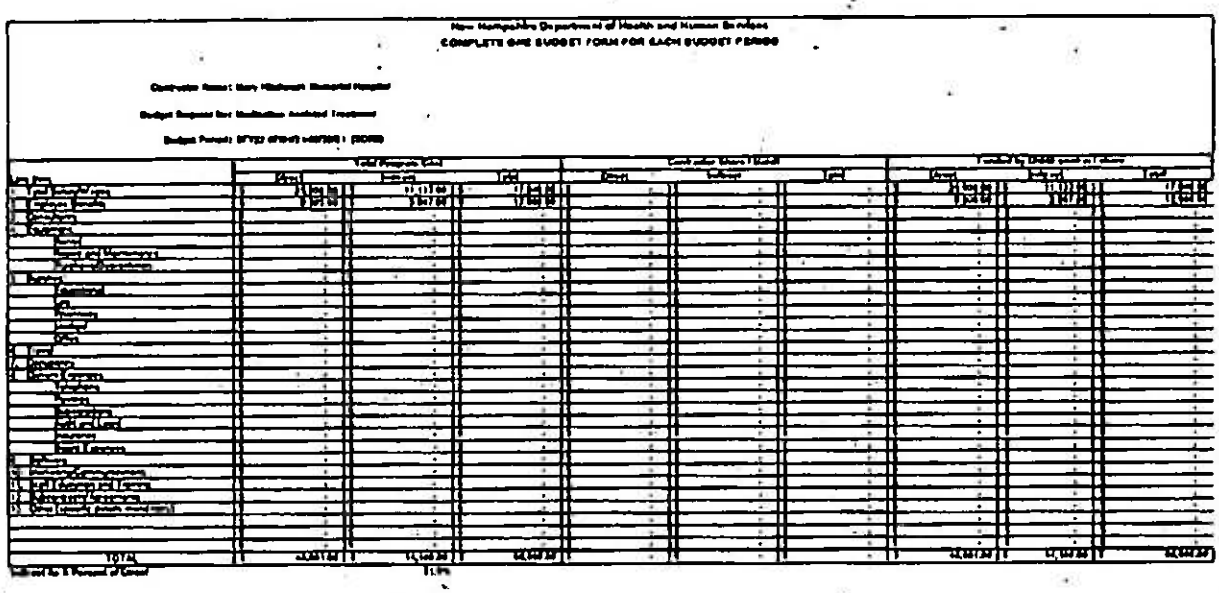


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Date: 12/5/2021

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

June 10, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed below in bold that provide medication assisted treatment to individuals with opioid use disorders by adding budgets for State Fiscal Year 2021, with no change to the price limitation of $1,397,138 and no change to the contract completion dates of September 29, 2020 effective upon Governor and Council approval..

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Elliot Health System of the City of Manchester, Manchester NH	174360	Manchester	$271,428	$0	$271,428	O: 1/8/2020 Item #9
Harbor Homes, Inc., Nashua NH	155358	Nashua	$271,428	$0	$271,428	O: 12/5/18 item #22
LRGHealthcare, Laconia NH	177161	Laconia	$271,428	$0	$271,428	O: 12/5/18 item #22
Mary Hitchcock Memorial Hospital, Lebanon NH	177651	Lebanon	$311,426	$0	$311,426	O: 12/5/18 item #22
Riverbend Community Mental Health, Inc., Concord NH	177192	Concord	$271,428	$0	$271,428	O: 12/5/18 item #22
		Total	$1,397,138	$0	$1,397,138	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is add budgets to the contracts for State Fiscal Year 2021. In accordance with the terms of Exhibit B Method and Conditions Precedent to Payment, the budgets are to be submitted to Governor and Executive Council for approval no later than June 30, 2020.. State Fiscal Year 2019 budgets are being reduced by a total amount of $104,428, which is identified as unspent funding that is being carried forward to fund activities in the contract for State Fiscal Year 2021, specifically July 1, 2020 through September 29, 2020. The other two vendors not listed in bold have will not require a carry forward because the funding has been used for State Fiscal Year 2019.

Approximately 380 individuals will be served from July 1, 2020 to September 30, 2020. These contractors provide comprehensive Medication Assisted Treatment using FDA-approved medications for individuals with Opioid Use Disorder who require community-based services. These agreements also ensure the provision of services specifically designed for pregnant and postpartum women with OUD.

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

- Fifty percent (50%) of individuals with Opioid Use Disorder referred to the Vendor for Medication Assisted Treatment services receive at least three (3) clinically-appropriate, MAT-related services.
- One hundred percent (100%) of clients seeking services under this proposed contract that enter care directly through the Vendor, who consent to information sharing with the Regional Hub for Opioid Use Disorder services, receive a Hub referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Vendor by the Regional Hub for Opioid Use Disorder services have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.

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

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

Area served: Integrated Delivery Network (IDN) Regions 1-5

Respectfully submitted,

Lori A. Shibinette
Commissioner

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Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds					
Activity Code: 92057040					
Elliot Heath System					
Vendor # 174360					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase/ (Decrease)	Current Budget
2019	Contracts for Prog Svs	102-500731	$135,714	$ (28,500.00)	$ 107,214.00
2020	Contracts for Prog Svs	102-500731	$135,714		$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$0	$ 28,500.00	$ 28,500.00
		Subtotal	$271,428	$0	$271,428
Harbor Homes					
Vendor # 155358					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$ -	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$ -	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -	$ -	$ -
		Subtotal	$ 271,428.00	$ -	$ 271,428.00
LRG Healthcare					
Vendor # 177161					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$ -	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$ -	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -	$ -	$ -
		Subtotal	$ 271,428.00	$ -	$ 271,428.00
Mary Hitchcock					
Vendor # 177651					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 155,485.00	$ (42,000.00)	$ 113,485.00
2020	Contracts for Prog Svs	102-500731	$ 155,941.00	$ -	$ 155,941.00
2021	Contracts for Prog Svs	102-500731	$ -	$ 42,000.00	$ 42,000.00
		Subtotal	$ 311,426.00	$ -	$ 311,426.00
Riverbend Community Mental Health					
Vendor # 177192					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$ (33,928.00)	$ 101,786.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$ -	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -	$ 33,928.00	$ 33,928.00
		Subtotal	$ 271,428.00	$ -	$ 271,428.00
		TOTAL	$ 1,397,138.00	$ -	$ 1,397,138.00

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State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Medication Assisted Treatment

This 1st Amendment to the Medication Assisted Treatment contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at One Medical Center Drive, Lebanon, NH 03756

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 5, 2018 (Item #22), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by $42,000, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-3 Amendment #1 Budget, with no change to the contract price limitation.

2. Add Exhibit B-3 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6-2-2020
Date

Name: Christine Tappan
Title: Associate Commissioner

Mary Hitchcock Memorial Hospital

5/26/2020
Date

Name: Leigh A. Burgess
Title: VP Research Operations

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

OFFICE OF THE ATTORNEY GENERAL

06/09/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

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

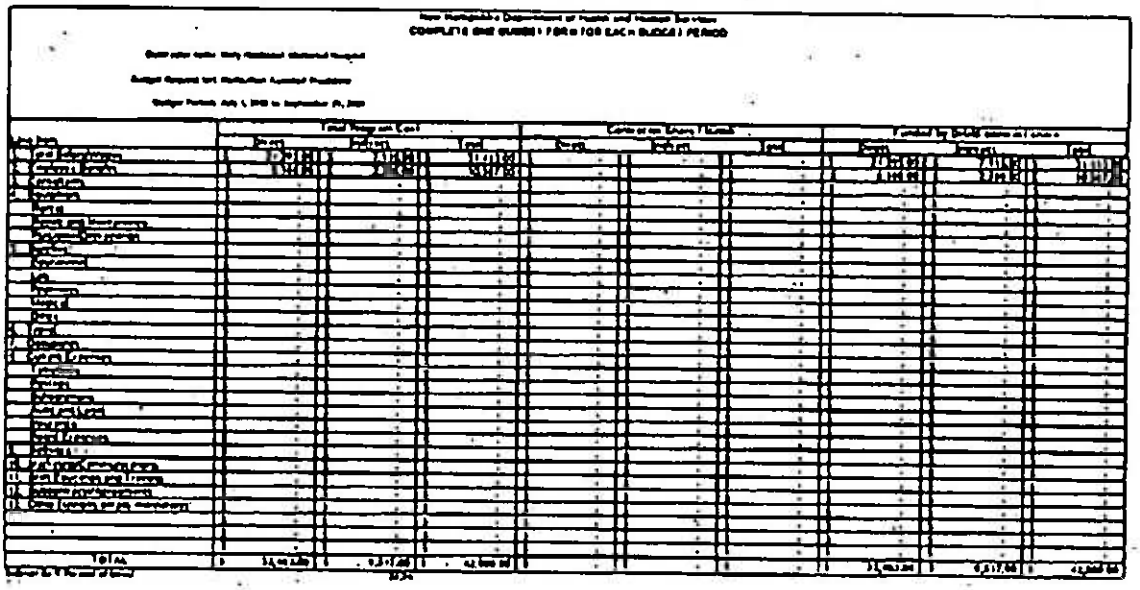
OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

November 14, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into agreements with the vendors listed below, to provide comprehensive Medication Assisted Treatment, in an amount not to exceed $1,125,710, effective upon Governor and Executive Council approval through September 29, 2020. 100% Federal Funds.

Vendor Name	Vendor ID	Vendor Address	Amount
Harbor Homes, Inc.	155358	77 Northeastern Blvd, Nashua, NH 03062	$271,428
LRGHealthcare	177161	80 Highland St. Laconia, NH 003246	$271,428
Mary Hitchcock Memorial Hospital	177651	One Medical Center Drive Lebanon, NH 03756	$311,426
Riverbend Community Mental Health, Inc.	177192	278 Pleasant Street, Concord, NH 03302	$271,428
		Total	$1,125,710

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Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

SFY	Class/ Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	92057040	$562,627
2020	102-500731	Contracts for Program Services	92057040	$563,083
			Total	$1,125,710

EXPLANATION

The purpose of this request is for the provision of comprehensive Medication Assisted Treatment (MAT) using FDA-approved medications for individuals with Opioid Use Disorder (OUD) who require community-based services. These agreements also ensure the provision of services specifically designed for pregnant and postpartum women with OUD. There is an additional agreement that will be put forth at a later date.

These services are part of the State's accepted plan to the Substance Abuse and Mental Health Services Administration (SAMHSA) under the State Opioid Response (SOR) grant. This grant is being used to make critical investments in the substance use disorder system in order to reduce unmet treatment needs, reduce opioid overdose fatalities, and increase access to MAT over the next two (2) years.

The vendors will provide services to individuals with OUD in need of evidence-based MAT alongside necessary outpatient and wrap around services to support recovery. Vendors will provide MAT services to the general population as well as enhanced services for pregnant and postpartum women in need of additional supports to be successful in recovery including, but not limited to childcare, transportation and parenting education.

Unique to these services is a robust level of client-specific data that will be available, which will be collected in coordination with the nine (9) Regional Hubs that were approved by Governor and Executive Council at the October 31, 2018 meeting. The SOR grant requires that all individuals served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through collaborative agreements with the Vendors under these contracts, the Regional Hubs will be responsible for gathering data on client-related outcomes including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed

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above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

In addition to the client-level outcomes noted above, the following performance measures will be used to measure the effectiveness of the agreement:

- Fifty percent (50%) of individuals with OUD referred to the Vendor for MAT services receive at least three (3) clinically-appropriate, MAT-related services.
- One hundred percent (100%) of clients seeking services under this proposed contract that enter care directly through the Vendor, who consent to information sharing with the Regional Hub for OUD services, receive a Hub referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Vendor by the Regional Hub for OUD services have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.

A Request for Proposals was posted on The Department of Health and Human Services' web site from September 5, 2018 through September 26, 2018. The Department received six (6) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The four (4) vendors listed in the Requested Action as well as Elliot Hospital who will be submitted at a later date were selected. The Score Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of these contracts, these agreements have the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

Should the Governor and Executive Council not authorize this request, individuals with OUD in need of MAT and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in a an increase of overdose fatalities during the waiting period and/or reduced motivation to seek help if it is unavailable to individuals when they are ready to seek assistance for OUD.

Area served: Integrated Delivery Network (IDN) Regions 1-5

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN TI081685)

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT			
100% Federal Funds			
Activity Code: 92057040			
Harbor Homes			
Vendor # 155358			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -
		Subtotal	$ 271,428.00
LRG Healthcare			
Vendor # 177161			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -
		Subtotal	$ 271,428.00
Mary Hitchcock			
Vendor # 177651			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 155,485.00
2020	Contracts for Prog Svs	102-500731	$ 155,941.00
2021	Contracts for Prog Svs	102-500731	$ -
		Subtotal	$ 311,426.00
Riverbend Community Mental Health			
Vendor # 177192			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	
		Subtotal	$ 271,428.00
		TOTAL	$ 1,125,710.00

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New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Medication Assisted Treatment
RFP Name

RFP-2019-BDAS-05-MEDIC
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Elliot Health System		610	499
2. Harbor Homes, Inc.		610	641
3. LRGHealthcare		610	450
4. Mary Hitchcock Memorial Hospital		610	393
5. New Approaches, Inc.		610	132
6. Riverbend CMH, Inc.		610	477

Reviewer Names

1. Abby Shockley, Snr Policy Analyst, Substnc Use Srvs DBH
2. Regina Flynn, MAT-PDOA Project Coordinator, BDAS
3. Ann Collins, RN Public Health Nurse Coordinator, BCHS-OPHS
4. Laurie Heath, Business Admin III, DBH/BDAS Finance
5.
6.
7.
8.

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FORM NUMBER P-37 (version 5/8/15)

Subject: Medication Assisted Treatment (RFP-2019-BDAS-05-MEDIC-04)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mary Hitchcock Memorial Hospital		1.4 Contractor Address One Medical Center Drive Lebanon, NH 03756	
1.5 Contractor Phone Number 603-650-8960	1.6 Account Number 05-95-92-920510-7040 – 500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $311,426
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Edward J. Merrens, MD Chief Clinical Officer	

1.13 Acknowledgement: State of New Hampshire County of Grafton

On November 1, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in Block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Laura Rondeau, Notary Public

1.14 State Agency Signature Date: 11/15/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 11/16/2018
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials DM
Date 11-2-18

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____

Date 11-2-18

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

1.4. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

2. Scope of Work – Community Based

2.1. The Contractor shall provide comprehensive Medication Assisted Treatment (MAT) for individuals with opioid use disorder (OUD) in Integrated Delivery Network (IDN) Region 1, which is comprised of the Greater Monadnock, Greater Sullivan County, and Upper Valley areas. Comprehensive MAT shall include, but not be limited to delivering outpatient or intensive outpatient treatment to individuals with OUD in accordance with the American Society of Addition Medicine (ASAM) criteria.

2.2. The Contractor shall be a certified Opioid Treatment Program in accordance with He-A 304 if methadone is used for patients served under this contract.

2.3. The Contractor shall coordinate services with community-based agencies that provide non-SUD treatment services to individuals with OUD in need of additional human service agency services and supports.

2.4. The Contractor shall ensure patient-centered care and attention to overdose prevention by using tools, which include, but are not limited to:

2.4.1. Center for Disease Control (CDC) opioid prescribing guidelines.

2.4.2. Substance Abuse and Mental Health Services Administration's (SAMHSA's) Opioid Overdose Prevention Toolkit.

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2.4.3. State published Guidance Document on Best Practices: Key Components for Delivering Community Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire.

2.5. The Contractor shall provide OUD treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model: (More information can be found at: http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.6. The Contractor shall provide interim OUD treatment services when the needed treatment services are not available to the client within forty-eight (48) hours of referral. Interim services shall include:

2.6.1. At least one sixty (60) minute individual or group outpatient session per week.

2.6.2. Recovery support services (RSS) as needed by the client.

2.6.3. Daily calls to the client to assess and respond to any emergent needs.

2.7. The Contractor shall ensure that clients are able to move seamlessly between levels of care within a group of services. At a minimum, the Vendors must:

2.7.1. Collaborate with the Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s) served.

2.7.2. Participate in the Regional Continuum of Care Workgroup(s).

2.7.3. Participate in the Integrated Delivery Network(s) (IDNs).

2.7.4. Coordinate all services delivered to clients with the local or other statewide Regional Hub(s) for OUD services (hereafter referred to as Hub(s)) including, but not limited to accepting clinical evaluation results for level of care placement from the Hub(s).

2.8. Before disclosing or re-disclosing any patient information, the Contractor shall ensure that all required patient consent or authorizations to disclose or further disclose confidential protected health information (PHI) or substance use disorder treatment information (SUD) according to all state rule, state and federal law and the special rules for redisclosure in 42 CFR part 2 have been obtained.

2.9. The Contractor shall modify their office electronic health record (EHR) and clinical work flow to ensure required screening activities by clinical staff and appropriate required data collection by care coordinators.

2.10. The Contractor shall establish and maintain formal and effective partnerships with behavioral health, OUD specialty treatment, and Recovery Support Services (RSS), and medical practitioners to meet the needs of the patients served.

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2.11. The Contractor shall collaborate and develop formal referral and information sharing agreements with other providers that offer services to individuals with OUD, including the local Hub.

2.12. The Contractor shall communicate client needs with the Hub(s) to ensure client access to financial assistance through flexible needs funds managed by the Hub(s).

2.13. The Contractor shall maintain the infrastructure necessary to:

2.13.1. Achieve the goals of MAT expansion.

2.13.2. Meet SAMHSA requirements; and

2.13.3. Deliver effective medical care to patients served under this contract.

2.14. The Contractor shall actively participate in state-funded projects which include, but are not limited to:

2.14.1. "Community of Practice for MAT."

2.14.2. Project-specific trainings.

2.14.3. Quarterly web-based discussions.

2.14.4. On-site Technical Assistance (TA) visits.

2.14.5. Ad hoc communication with expert consultants on MAT clinical care topics such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV) prevention, diversion risk mitigation and other relevant issues.

2.15. The Contractor shall ensure compliance with confidentiality requirements which include, but are not limited to:

2.15.1. Federal and state laws and New Hampshire state administrative rules.

2.15.2. HIPAA Privacy Rule.

2.15.3. 42 C.F.R Part 2.

2.16. The Contractor shall have policies and procedures in place to ensure that all staff are trained in the areas listed in Subsection 2.15 and will safeguard all confidential information.

2.17. The Contractor shall participate in all evaluation activities associated with the funding opportunity, including national evaluations.

2.18. The Contractor shall use data to support quality improvement to ensure the standard of care for clients continuously improves.

2.19. The Contractor shall utilize the State's Prescription Drug Monitoring Program (PDMP) database to mitigate prescription drug diversion or harmful interactions.

2.20. The Contractor shall develop, obtain Department approval, and implement outreach and marketing activities specifically designed to engage the population(s) identified

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in the community using MAT and wrap around services that are culturally appropriate and follow Culturally and Linguistically Appropriate Standards (CLAS) standards.

2.21. The Contractor shall ensure outreach and marketing activities include, but are not limited to:

2.21.1. Advertising the Addiction Treatment Program (ATP) on the Contractor's website.

2.21.2. Informing all internal and local potential referrers of service availability though networking.

2.21.3. Providing brochures, business cards, and posters to community organizations to increase awareness of services provided.

2.22. The Contractor shall assess, plan, implement, and have improvement measures for the program.

2.23. The Contractor shall ensure meaningful input of patients in program assessment, planning, implementation, and improvement through the use of a Patient Advisory Board consisting of patients in all stages of the recovery process.

2.24. The Contractor shall have billing capabilities which include, but are not limited to:

2.24.1. Enrolling with Medicaid and other third party payers.

2.24.2. Contracting with managed care organizations and insurance companies for MAT.

2.24.3. Having a proper understanding of the hierarchy of the billing process.

2.25. The Contractor shall assist patients with obtaining either on-site or off-site RSSs including, but not limited to:

2.25.1. Transportation.

2.25.2. Childcare.

2.25.3. Peer support groups.

2.25.4. Recovery coach.

2.26. The Contractor shall establish agreements with specialty treatment organizations that can provide higher levels of OUD treatment and co-occurring mental health treatment.

2.27. If training or other services on behalf of the Department involve the use of social media or a website which solicits information of individuals, the Contractor shall collaborate with the DHHS Communications Bureau to ensure that NH DoIT website requirements are met, and that any Protected Health Information (PHI), Substance Use Disorder treatment data (SUD), Personal Information (PI), or other confidential

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information solicited shall not be maintained, stored or captured and shall not be further disclosed except as expressly provided in the contract.

2.28. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor shall ensure site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

3. Additional Scope of Services for Pregnant and Postpartum Women

3.1. The Contractor shall provide trauma-informed services and supports to pregnant and postpartum women up to twelve (12) months postpartum including, but not limited to:

3.1.1. The Mom's in Recovery program which offers integrated, trauma-informed obstetric, pediatric and MAT services for pregnant women with Substance Use Disorder (SUD) and co-occurring mental health disorders.

3.1.2. Northern New England Perinatal Quality Improvement Network (NNEPQIN) toolkit use to ensure patient-centered, effective, integrated care with attention to the risk of overdose.

3.2. The Contractor shall ensure patient-centered, effective, integrated care and attention to overdose prevention by using tools that include, but are not limited to, care guidelines for Obstetric and Gynecologic (OB/GYN) providers and delivery hospitals developed by the Northern New England Perinatal Quality Improvement Network (NNEPQIN), when applicable.

3.3. The Contractor shall ensure ongoing communication and care coordination with entities involved in the patient's care including, but not limited to, child protective services, treatment providers, and home visiting services, when applicable.

3.4. The Contractor shall ensure that treatment is provided in a child-friendly environment with RSS available to participants including, but not limited to:

3.4.1. Employing a co-located child 'Play Time', where children engage in developmentally appropriate play while their mothers participate in group treatment and receive care without distraction.

3.4.2. On-site well-child care which may lead to referrals from the Contractor to early development supports including, but not limited to, Early Intervention, home visitation programs, and WIC.

3.5. The Contractor shall participate in the development of an Infant Plan of Safe Care (POSC) with birth attendants, the infant's parents or guardians, and the Department for each infant affected by illicit substance use, withdrawal symptoms, or a Fetal Alcohol Spectrum Disorder in order to:

3.5.1. Ensure the safety and well-being of the infant.

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3.5.2. Address the health and opioid use treatment needs of the infant and affected family members or caregivers.

3.5.3. Ensure that appropriate referrals are made.

3.5.4. Ensure services are delivered to the infant and affected family members or caregivers.

3.6. The Contractor shall provide social, educational, and emotional supports to address parenting and infant care needs including, but not limited to:

3.6.1. Accessing the services of the Family Resource Centers, which includes, but is not limited to:

3.6.1.1. Home visiting.

3.6.1.2. Lactation support.

3.6.1.3. Case management.

3.6.2. Providing parent education groups to program participants on a regular basis which integrate the parenting education curriculum with addiction treatment, so that participants have the opportunity to learn about the impact of substance use on family functioning and healthy child development.

3.6.3. Employing social workers specifically trained in the Circle of Security parent education curriculum, an evidence-based/ evidence-informed early intervention program that promotes parent/child attachment, as well as the Nurturing Program for Families in Substance Abuse Treatment and Recovery curriculum (http://nurturingparenting.com).

3.6.4. Providing educational sessions to all pregnancy groups which includes, but is not limited to the "The Period of Purple Crying" as well as safe sleep practices and car seat safety. This training shall be integrated with newborn nursery and outpatient pediatric follow up.

3.6.5. Working closely with Continuum of Care Coordinators as part of the Region 1 Integrated Delivery Network (IDN).

3.6.6. Participating in the Boyle Program at Dartmouth Hitchcock, which cosponsors and facilitates the Child Focus Forum, a bi-monthly collaborative of medical, governmental and community agencies serving parents and children.

3.6.7. Sponsoring co-location of resources such as a food pantry, infant books, and diaper bank through active partnerships with community agencies such as The Upper Valley Haven and The Family Place.

3.7. The Contractor shall provide parenting supports to patients including, but not limited to:

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3.7.1. Parenting groups.

3.7.2. Childbirth education.

3.7.3. Safe sleep education.

3.7.4. Well child education.

3.8. The Contractor shall provide trauma-informed services and supports to pregnant and postpartum women.

4. Staffing

4.1. The Contractor shall meet the minimum MAT team staffing requirements which includes, but is not limited to at least one (1):

4.1.1. Waivered prescriber.

4.1.2. Masters Licensed Alcohol and Drug Counselor (MLADC); or master licensed behavioral health provider with addiction training.

4.1.3. Care coordinator.

4.1.4. Non-clinical/administrative staff.

4.2. The Contractor shall ensure that all unlicensed staff providing treatment, education, and/or RSS:

4.2.1. Are under the direct supervision of a licensed supervisor.

4.2.2. Receive confidentiality training pursuant to vendor policies and procedures in compliance of NH State administrative rule, and state and federal laws.

4.3. The Contractor shall ensure that no licensed supervisor supervises more than twelve (12) unlicensed staff, unless the Department has approved an alternative supervision plan.

4.4. The Contractor shall ensure that unlicensed staff providing clinical or RSS hold a CRSW within twelve (12) months of hire or from the effective date of this contract, whichever is later.

5. Training

5.1. The Contractor shall ensure the availability of initial and on-going training resources to all staff to include buprenorphine waiver training for interested physicians, nurse practitioners, and physician assistants.

5.2. The Contractor shall develop a plan, for Department approval, to train and engage appropriate staff regarding buprenorphine waiver training.

5.3. The Contractor shall participate in training and technical assistant activities as directed by the Department including, but not limited to the Community of Practice for MAT which may include, but is not limited to:

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5.3.1. Project-specific trainings, including trainings on coordinating client referrals for collection of data through the Government Performance and Results Modernization Act of 2010 (GPRA).

5.3.2. Quarterly web-based discussions.

5.3.3. On-site technical assistance visits.

5.3.4. Ad hoc communication with expert consultants regarding MAT clinical care topics including, but not limited to:

5.3.4.1. HCV and HIV prevention.

5.3.4.2. Diversion risk mitigation.

5.3.4.3. Other relevant issues.

5.4. The Contractor shall train staff as appropriate on relevant topics including, but not limited to:

5.4.1. MAT (e.g. prescriber training for buprenorphine).

5.4.2. Care coordination.

5.4.3. Trauma-informed wrap around care/RSS delivery best practices.

5.4.4. Evidence-Based Practices (EBPs) such as Screening, Brief Intervention, and Referral to Treatment (SBIRT), Cognitive Behavioral Therapy (CBT), and other training needs.

5.4.5. Safeguarding protected health information (PHI), substance use disorder treatment information (SUD) and any individually identifiable patient information.

6. Reporting and Deliverable Requirements

6.1. The Contractor shall coordinate the sharing of client data and service needs with the Hub(s) to ensure that each patient served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

6.2. The Contractor shall gather and submit de-identified, aggregate patient data to the Department quarterly using a Department-approved method. The data collected will include, but not be limited to:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

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6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA.

6.4. The Contractor shall provide a final report with de-identified, aggregate data to the Department within thirty (30) days of the termination of the contract regarding work plan progress including, but not limited to:

6.4.1. Policies and practices established.

6.4.2. Outreach activities.

6.4.3. Demographics (gender, age, race, ethnicity) of population served.

6.4.4. Outcome data (as directed by the Department).

6.4.5. Patient satisfaction findings.

6.4.6. Description of challenges encountered and action taken.

6.4.7. Other progress to date.

6.4.8. A sustainability plan to continue to provide MAT services to the target population(s) beyond the completion date of the contract, subject to approval by the Department.

7. Performance Measures

7.1. The Contractor shall ensure that 50% of individuals with OUD referred to the Contractor for MAT services receive at least three (3) clinically-appropriate, MAT-related services.

7.2. The Contractor shall ensure that 100% of patients referred by other Hub(s) or service providers for OUD services have proper consents in place for transfer of information for the purposes of data collection between the Hub(s), other service providers and the Contractor.

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1. General

1.1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

1.3. This contract is funded with funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Administration, Catalog of Federal Domestic Assistance (CFDA #) 93.788.

1.4. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

1.5. Payment for said services shall be made monthly as follows:

1.5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

1.5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.

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

1.5.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

1.5.5. In lieu of hard copies, all invoices shall be assigned an electronic signature and emailed to Abby.Shockley@dhhs.nh.gov.

1.5.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.

1.6. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

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1.7. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

2. State Opioid Response (SOR) Grant Standards

2.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Hubs that comply with all applicable confidentiality laws, including 42 CFR Part 2.

2.2. The Contractor shall complete patient referrals to applicable Hubs for substance use disorder services within two (2) business days of a client's admission to the program.

2.3. The Contractor shall not receive payment for any invoices for services provided through SOR grant funded initiatives until the Department verifies that the Contractor has completed all required patient referrals; verification of patient referrals shall be completed through the New Hampshire Web Information Technology System (WITS) and through audits of Contractor invoices.

2.4. The Contractor shall ensure that only FDA-approved MAT for OUD is utilized. FDA-approved MAT for OUD includes:

2.4.1. Methadone.

2.4.2. Buprenorphine products, including:

2.4.2.1. Single-entity buprenorphine products.

2.4.2.2. Buprenorphine/naloxone tablets.

2.4.2.3. Buprenorphine/naloxone films.

2.4.2.4. Buprenorphine/naloxone buccal preparations.

2.4.2.5. Long-acting injectable buprenorphine products.

2.4.2.6. Buprenorphine implants.

2.4.2.7. Injectable extended-release naltrexone.

2.5. The Contractor shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

2.6. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.

2.6.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

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2.6.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.

2.7. The Contractor shall ensure that patients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

2.8. The Contractor shall assist patients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

2.9. The Contractor shall accept patients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

2.10. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for patients identified as at risk of or with HIV/AIDS.

2.11. The Contractor shall ensure that all patients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

3. Maintenance of Fiscal Integrity

3.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

3.1.1. Days of Cash on Hand:

3.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

3.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

3.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

3.1.2. Current Ratio:

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3.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

3.1.2.2. Formula: Total current assets divided by total current liabilities.

3.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

3.1.3. Debt Service Coverage Ratio:

3.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

3.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

3.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

3.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

3.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

3.1.4. Net Assets to Total Assets:

3.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

3.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

3.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

3.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

3.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

3.2. In the event that the Contractor does not meet either:

3.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

3.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

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3.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

3.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

3.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

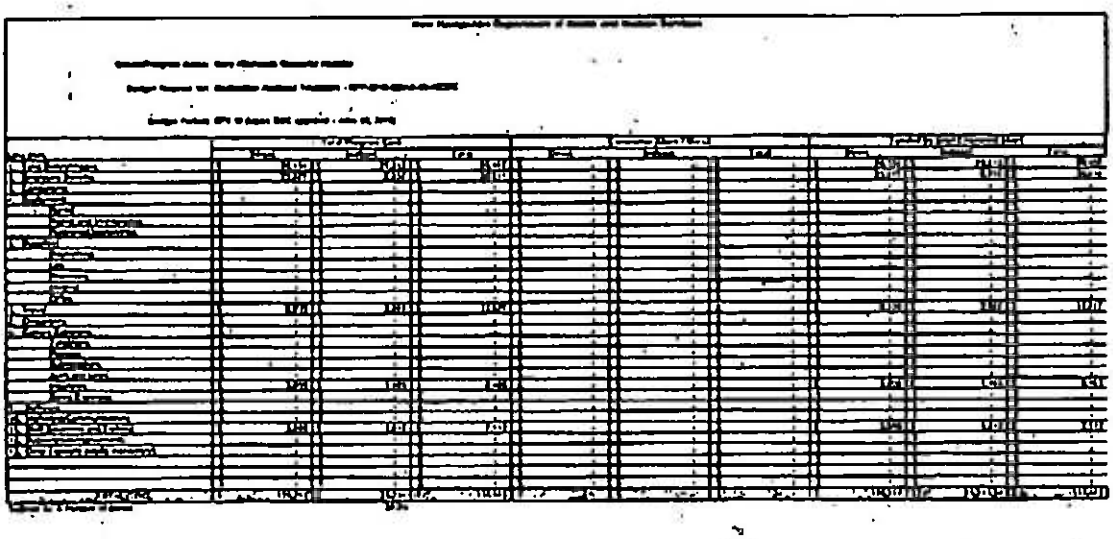
3.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

3.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

3.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

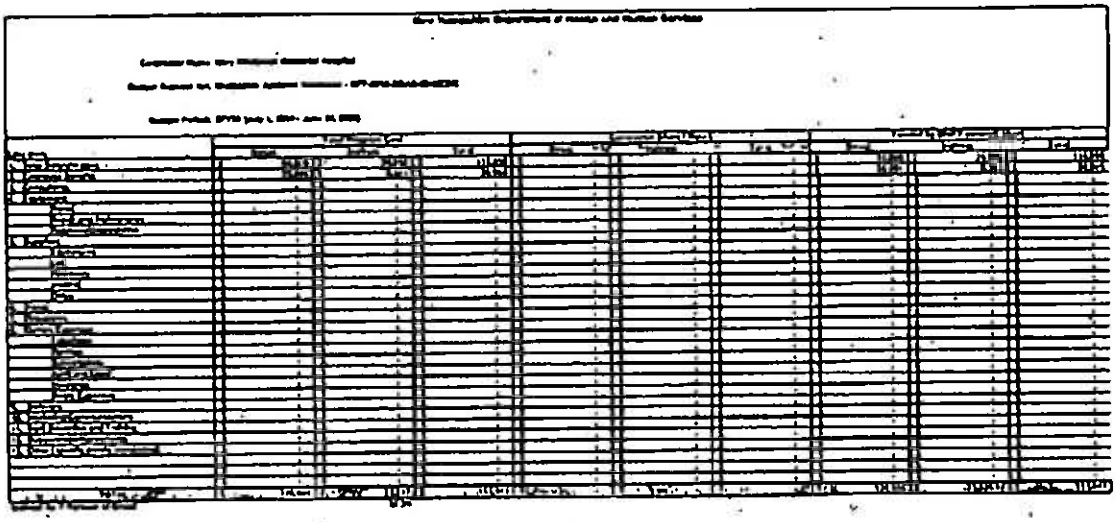
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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. Conditional Nature of Agreement.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

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

All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

2.2. Exhibit I, Health Insurance Portability Act, Business Associate Agreement, is deleted in its entirety.

3. Renewal

3.1. The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

Commissioner
NH Department of Health and Human Services
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

Contractor Initials

Date 11-2-18

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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.

Contractor Name:

11-2-18
Date

Name: Edward J Merrens
Title: Chief Clinical Officer

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CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Contractor Name:

11-2-18
Date

Name: Edward J. Merrens
Title: Chief Clinical Officer

Contractor Initials
Date 11-2-18

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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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Date 11-2-18

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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 (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

11-2-18
Date

Name: Edward J. Merrens
Title: Chief Clinical Officer

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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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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:

11-2-18
Date

Name: Edward J. Merrens
Title: Chief Clinical Officer

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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:

11-2-18
Date

Name: Edward J. Meyers
Title: Chief Clinical Officer

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HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

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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:

11-2-18
Date

Name: Edward J. Merrens
Title: Chief Clinical Officer

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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: 069916297

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

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storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

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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.

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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

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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

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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

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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 will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

12. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

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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

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Medication Assisted Treatment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Concord Hospital, Inc. - Laconia ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 2, 2021, (Item #27), as amended on October 13, 2021, (Item #31), subsequently amended on June 15, 2022, (Item #24), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 29, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $382,329

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit B, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, by adding Paragraph 8.13, to read:

   8.13 The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve Government Performance and Results Act (GPRA) collection.

5. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H7gTtci81685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, as awarded on 08/09/2021, by the U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 09/23/22, by the U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326 and FAIN H79TI085759.

6. Modify Exhibit C, Payment Terms, Section 3, to read:

   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 item, as specified in Exhibit C-1, Budget through Exhibit C-7, Amendment #3 Budget, SOR III.

7. Modify Exhibit C, Payment Terms, Section 5, Subsection 5.1., Paragraph 5.1.3., Subparagraph 5.1.3.1., Part 5.1.3.1.4. to read:

5.1.3.1.4. Food or water.

8. Modify Exhibit C, Payment Terms, Section 5, Subsection 5.1., Paragraph 5.1.3., Subparagraph 5.1.3.1., Part 5.1.3.1.7. to read:

   5.1.3.1.7. RESERVED

9. Add Exhibit C-6 Amendment #3, Budget, SOR III, which is attached hereto and incorporated by reference herein.
10. Add Exhibit C-7 Amendment #3, Budget, SOR III, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 29, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/9/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Concord Hospital, Inc. - Laconia

11/4/2022
Date

DocuSigned by:
Robert Steigmeyer
Name: Robert Steigmeyer
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

11/9/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name:	*Concord Hospital, Inc.- Laconia*
Budget Request for:	*Medications for Opioid Use Disorder*
Budget Period	*FY23 - (September 30, 2022 - June 30,2023)*
Indirect Cost Rate (if applicable)	2.74%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$97,902	$32,112	$130,014
2. Fringe Benefits	$23,496		$23,496
3. Consultants	$0		$0
4. Equipment	$2,022		$2,022
5.(a) Supplies - Educational	$0		$0
5.(b) Supplies - Lab	$0		$0
5.(c) Supplies - Pharmacy	$0		$0
5.(d) Supplies - Medical	$0		$0
5.(e) Supplies Office	$482		$482
6. Travel	$0		$0
7. Software	$0		$0
8. (a) Other - Marketing/Communications	$2,000		$2,000
8. (b) Other - Education and Training	$2,000		$2,000
8. (c) Other - Other (please specify)			
Other (please specify)	$0		$0
Other (please specify)	$0		$0
Other (please specify)	$0		$0
Other (please specify)	$0		$0
9. Subcontracts	$0		$0
Total Direct Costs	$127,902	$32,112	$160,014
Total Indirect Costs	$3,500		$3,500
TOTAL	**$131,402**	**$32,112**	$163,514

Contractor Initials RS

Date 11/4/2022

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Concord Hospital, Inc.- Laconia*

Budget Request for: *Medications for Opioid Use Disorder*

Budget Period *FY24 - (July 1, 2023 - September 29, 2023)*

Indirect Cost Rate (if applicable) 2.72%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$32,634	$10,704	$43,338
2. Fringe Benefits	$7,832		$7,832
3. Consultants	$0		$0
4. Equipment	$0		$0
5.(a) Supplies - Educational	$0		$0
5.(b) Supplies - Lab	$0		$0
5.(c) Supplies - Pharmacy	$0		$0
5.(d) Supplies - Medical	$0		$0
5.(e) Supplies Office	$175		$175
6. Travel	$0		$0
7. Software	$0		$0
8. (a) Other - Marketing/Communications	$0		$0
8. (b) Other - Education and Training	$2,000		$2,000
8. (c) Other - Other (please specify)			
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$0	$0	$0
Total Direct Costs	$42,641	$10,704	$53,345
Total Indirect Costs	$1,160		$1,160
TOTAL	**$43,801**	**$10,704**	$54,505

Contractor Initials RS

Date 11/4/2022

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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 CONCORD HOSPITAL - LACONIA is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 2020. 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: **842949**

Certificate Number: **0005772404**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of May A.D. 2022.

David M. Scanlan

Secretary of State

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CERTIFICATE

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof and for the following 30 days; and
5) the following persons lawfully occupy the offices indicated below:

   Robert P. Steigmeyer, President
   Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 28th day of October, 2022.

William Chapman
Secretary

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2022

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN107277064-CRHC-GIPI-22-23	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Concord Hospital - Laconia c/o Concord Hospital, Inc. 250 Pleasant Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Granite Shield Insurance Exchange INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-011321037-01 **REVISION NUMBER:** 3

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:			GSIE-PRIM-2022-101	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	$ 2,000,000 $ $ $ $ 12,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			GSIE-PRIM-2022-101	01/01/2022	01/01/2023		SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability And Professional Liability Share A Combined Limit Of 2,000,000/12,000,000. Hospital Professional Liability Retro Active-Date 05/01/21.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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CAPIREG-01 MDUNNING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2022

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 100 Central Street Suite 201 Holliston, MA 01746	CONTACT NAME Cheryl Walunas PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS cheryl.walunas@hubinternational.com
INSURED Concord Hospital-Laconia 250 Pleasant Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A Citizens Insurance Company of America — 31534 INSURER B The Gray Insurance Company — 36307 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 If yes, describe under DESCRIPTION OF OPERATIONS below			WBND117735	11/23/2022	11/23/2023	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Excess Worker's Comp			SPX0702455	10/1/2022	10/1/2023	SIR Buy Down	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes CONCORD HOSPITAL
Evidence of Excess Workers Compensation - Self-Insured Retention of $650,000

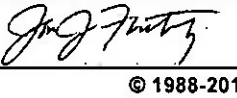
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Concord Hospital Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.

Approved by Board of Trustees 10-21-02; Reaffirmed by Board 11-23-03, 11-15-04, 11-21-05, 11-20-06, 11-19-07, 11-17-08, 11-16-09, 10-18-10, 9-19-11, 9-24-12, 9-23-13, 9-22-14, 9-28-15, 9-26-16, 9-25-17, 9-24-18, 9-23-19, 9-28-20

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BAKER NEWMAN NOYES

Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements

Years Ended September 30, 2021 and 2020
With Independent Auditors' Report

Baker Newman & Noyes LLC
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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2021 and 2020

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BAKER NEWMAN NOYES

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2021 and 2020, 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 accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

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

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

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

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The Board of Trustees
Concord Hospital, Inc.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2021 and 2020, and the results of its operations, 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.

Emphasis of Matter

As further discussed in Note 3, the System acquired certain assets and liabilities of LRGHealthcare, which operates two acute care hospitals located in Franklin and Laconia, New Hampshire; Granite Shield Insurance Exchange and Subsidiary, an insurance captive; and Concord Endoscopy Center, LLC, during the year ended September 30, 2021.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 17, 2021

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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2021 and 2020

ASSETS
(In thousands)

	2021	2020
Current assets:		
Cash and cash equivalents	$ 37,722	$ 29,342
Short-term investments	66,525	73,907
Accounts receivable	94,720	66,175
Due from affiliates	1,031	90
Supplies	5,656	2,871
Prepaid expenses and other current assets	11,575	6,923
Total current assets	217,229	179,308
Assets whose use is limited or restricted:		
Board designated	365,305	296,887
Funds held by trustee for insurance reserves, escrows and construction funds	77,443	18,000
Donor-restricted funds and restricted grants	48,313	39,462
Total assets whose use is limited or restricted	491,061	354,349
Other noncurrent assets:		
Due from affiliates, net of current portion	615	654
Other assets	16,656	13,567
Total other noncurrent assets	17,271	14,221
Property and equipment:		
Land and land improvements	8,193	6,332
Buildings	269,286	239,545
Equipment	271,210	255,660
Construction in progress	10,144	12,075
	558,833	513,612
Less accumulated depreciation	(337,496)	(309,639)
Net property and equipment	221,337	203,973
	$ 946,898	$ 751,851

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LIABILITIES AND NET ASSETS
(In thousands)

	2021	2020
Current liabilities:		
Accounts payable and accrued expenses	$ 47,073	$ 34,569
Accrued compensation and related expenses	43,982	30,543
Accrual for estimated third-party payor settlements	96,403	48,392
Current portion of long-term debt	5,447	5,186
Total current liabilities	192,905	118,690
Long-term debt, net of current portion	155,323	116,555
Reserve for insurance	28,932	7,081
Accrued pension and other long-term liabilities	40,391	139,571
Total liabilities	417,551	381,897
Net assets:		
Without donor restrictions	477,710	331,060
With donor restrictions	48,903	38,894
Total Concord Hospital net assets	526,613	369,954
Noncontrolling interest in consolidated subsidiary	2,734	–
Total net assets	529,347	369,954
	$ 946,898	$ 751,851

See accompanying notes.

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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2021 and 2020
(In thousands)

	2021	2020
Revenue and other support without donor restrictions:		
Patient service revenue	$598,533	$455,512
Other revenue	30,661	48,612
Disproportionate share revenue	26,545	18,202
Net assets released from restrictions for operations	1,537	1,983
Total revenue and other support without donor restrictions	657,276	524,309
Operating expenses:		
Salaries and wages	297,198	245,681
Employee benefits	81,179	68,329
Supplies and other	143,972	109,783
Purchased services	47,807	34,943
Professional fees	8,354	7,722
Depreciation and amortization	27,207	24,355
Medicaid enhancement tax	26,631	22,572
Interest expense	3,835	2,595
Total operating expenses	636,183	515,980
Income from operations	21,093	8,329
Nonoperating income (loss):		
Gifts and bequests without donor restrictions	328	411
Investment income and other	69,338	10,056
Loss on extinguishment of long-term debt	–	(1,231)
Other nonoperating income	2,118	–
Net periodic benefits cost, other than service cost	(1,931)	(2,931)
Total nonoperating income	69,853	6,305
Consolidated excess of revenues and nonoperating income over expenses	90,946	14,634
Excess of revenues and nonoperating income over expenses attributable to noncontrolling interest in consolidated subsidiary	(144)	–
Excess of revenues and nonoperating income over expenses attributable to the System	$ 90,802	$ 14,634

See accompanying notes.

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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2021 and 2020
(In thousands)

	2021	2020
System net assets without donor restrictions:		
Excess of revenues and nonoperating income over expenses attributable to the System	$ 90,802	$ 14,634
Net transfers to affiliates	(15)	(145)
Net assets released from restrictions used for purchases of property and equipment	165	61
Pension adjustment	55,698	(16,512)
Increase (decrease) in System net assets without donor restrictions	146,650	(1,962)
System net assets with donor restrictions:		
Contributions and pledges with donor restrictions	5,128	2,079
Net investment gain	5,429	945
Contributions to affiliates and other community organizations	(222)	(210)
Unrealized gains on trusts administered by others	1,376	62
Net assets released from restrictions for operations	(1,537)	(1,983)
Net assets released from restrictions used for purchases of property and equipment	(165)	(61)
Increase in System net assets with donor restrictions	10,009	832
Increase (decrease) in System net assets	156,659	(1,130)
Noncontrolling interest in consolidated subsidiary:		
Net increase in noncontrolling interest in consolidated subsidiary	2,681	–
Distributions to noncontrolling interest in consolidated subsidiary	(91)	–
Excess of revenues and nonoperating income over expenses attributable to noncontrolling interest in consolidated subsidiary	144	–
Increase in noncontrolling interest in consolidated subsidiary	2,734	–
Increase (decrease) in total net assets	159,393	(1,130)
Net assets, beginning of year	369,954	371,084
Net assets, end of year	$529,347	$369,954

See accompanying notes.

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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2021 and 2020
(In thousands)

	2021	2020
Cash flows from operating activities:		
Increase (decrease) in net assets	$ 159,393	$ (1,130)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Contributions and pledges with donor restrictions	(5,128)	(2,079)
Depreciation and amortization	27,207	24,355
Net realized and unrealized gains on investments	(70,262)	(7,469)
Bond premium and issuance cost amortization	(430)	(356)
Equity in earnings of affiliates, net	(5,082)	(4,865)
Distributions to noncontrolling interest in consolidated subsidiary	91	–
Loss on disposal of property and equipment	–	33
Loss on extinguishment of long-term debt	–	1,231
Pension adjustment	(55,698)	16,512
Changes in operating assets and liabilities:		
Accounts receivable	(13,615)	2,439
Supplies, prepaid expenses and other current assets	(5,711)	(736)
Other assets	3,077	5,758
Due from affiliates	(902)	456
Accounts payable and accrued expenses	6,524	6,228
Accrued compensation and related expenses	8,494	2,369
Accrual for estimated third-party payor settlements	41,645	13,823
Accrued pension and other long-term liabilities	(48,992)	55,175
Reserve for insurance	3,440	247
Net cash provided by operating activities	44,051	111,991
Cash flows from investing activities:		
Cash paid for business acquisitions, net	(24,167)	–
Increase in property and equipment, net	(21,665)	(53,596)
Purchases of investments	(96,717)	(132,901)
Proceeds from sales of investments	57,942	95,541
Equity distributions from affiliates	4,662	3,813
Net cash used by investing activities	(79,945)	(87,143)
Cash flows from financing activities:		
Payments on long-term debt	(11,341)	(52,800)
Proceeds from issuance of long-term debt	51,498	49,102
Bond issuance costs	(698)	(256)
Distributions to noncontrolling interest in consolidated subsidiary	(91)	–
Contributions and pledges with donor restrictions	4,906	2,044
Net cash provided (used) by financing activities	44,274	(1,910)
Net increase in cash and cash equivalents	8,380	22,938
Cash and cash equivalents at beginning of year	29,342	6,404
Cash and cash equivalents at end of year	$ 37,722	$ 29,342

Supplemental disclosure of noncash transactions:
The System acquired certain assets and liabilities of Granite Shield Insurance Exchange and Subsidiary during 2021 for no consideration. See note 3.

See accompanying notes.

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1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new entity. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic funds with donor restrictions, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts.

During 2021, the Hospital completed several acquisitions as described in Note 3.

Subsidiaries of the Hospital, including those acquired in 2021, are as follows:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities independently and in cooperation with other entities.

NH Cares ACO, LLC (NHC) is a single member limited liability company that engages in providing medical services to Medicare beneficiaries as an accountable care organization. NHC has a perpetual life and is subject to termination in certain events.

Concord Hospital – Laconia (CH-Laconia) is a not-for-profit corporation formed to operate a licensed hospital providing inpatient, outpatient, emergency care and physician services for residents within its geographic region of Laconia, New Hampshire. The CH-Laconia facility includes 137 acute care beds and was designated a Rural Referral Center in 1986, and a Sole Community Hospital in 2009. Admitting physicians are primarily practitioners in the local area. CH-Laconia is controlled by the Hospital, and was acquired by the Hospital in 2021. See Note 3.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Concord Hospital – Franklin (CH-Franklin) is a not-for-profit corporation formed to operate a licensed hospital providing inpatient, outpatient, emergency care and physician services for residents within its geographic region of Franklin, New Hampshire. The CH-Franklin facility was designated a Critical Access Hospital effective July 1, 2004, and includes 25 acute care beds. CH-Franklin also operates a 10 bed designated psychiatric receiving facility. Admitting physicians are primarily practitioners in the local area. CH-Franklin is controlled by the Hospital, and was acquired by the Hospital in 2021. See Note 3.

Granite Shield Insurance Exchange and Subsidiaries (GSIE) was formed on December 20, 2010, in the State of Vermont as an industrial insured reciprocal insurance entity and unincorporated association. GSIE commenced underwriting activities on January 1, 2011. GSIE was formed to provide healthcare professional liability, general liability and medical stop loss insurance to its subscribers through GSI Services, LLC (GSI), the attorney-in-fact. GSI was formed in the State of Vermont as a limited liability company on December 14, 2010, and acts as an agent to enable the subscribers of GSIE to exchange insurance contracts. Through December 31, 2020, GSI was equally controlled by each of the subscribers of GSIE, all of which were health systems located in the State of New Hampshire, inclusive of the Hospital. Effective January 1, 2021, as further described in Note 3, the Hospital became the sole voting member of GSIE, resulting in all activity of GSIE for the period January 1, 2021 to September 30, 2021 being recorded within the accompanying consolidated financial statements. See also Note 3.

Concord Endoscopy Center, LLC (CEC) is a New Hampshire limited liability company that engages in providing gastrointestinal services, including the diagnosis and treatment of digestive and liver diseases. CEC has a perpetual life, is subject to termination in certain events, and was acquired by the Hospital in 2021 as further described in Note 3.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC, NHC, CH-Laconia, CH-Franklin, GSIE and CEC. All significant intercompany balances and transactions have been eliminated in consolidation. The Hospital, the Trust, CH-Laconia and CH-Franklin constitute the Obligated Group at September 30, 2021 (the Hospital and Trust constituted the Obligated Group at September 30, 2020) to certain debt described in Note 7.

Principles of Consolidation

Noncontrolling interests in less-than-wholly-owned consolidated subsidiaries of the System are presented as a component of total net assets to distinguish between the interests of the System and the interests of the noncontrolling owners. Revenues, expenses and nonoperating income from these subsidiaries are included in the consolidated amounts presented on the consolidated statements of operations. Excess of revenues and nonoperating income over expenses attributable to the System separately presents the amounts attributable to the controlling interest.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Noncontrolling Interests

Noncontrolling interests represent the portion of equity in a subsidiary not attributable, directly or indirectly, to a parent. The System's accompanying consolidated financial statements include all assets, liabilities, revenues and expenses at their consolidated amounts, which include the amounts attributable to the System and the noncontrolling interest. The System recognizes as a separate component of net assets and earnings the portion of income or loss attributable to noncontrolling interests based on the portion of the entity not owned by the System.

Use of Estimates

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

Concentration of Credit Risk

Financial instruments which subject the System to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the System's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The System's accounts receivable are primarily due from third-party payors and amounts are presented net of expected explicit and implicit price concessions, including estimated implicit price concessions from uninsured patients. The System's investment portfolio consists of diversified investments, which are subject to market risk. The System's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total System investments as of September 30, 2021 and 2020.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds with original maturities of three months or less, excluding assets whose use is limited or restricted. The System maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The System has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees for insurance reserves, escrows, construction funds, designated assets set aside by the Board of Trustees (over which the Board retains control and may, at its discretion, subsequently use for other purposes), and donor-restricted investments.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) and the net change in unrealized gains and losses on investments are included in the excess of revenues and nonoperating income over expenses in the accompanying consolidated statements of operations, unless the income or loss is restricted by donor or law.

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are without donor restrictions. The System's interest in the fair value of the trust assets is included in assets whose use is limited or restricted and as net assets with donor restrictions. Changes in the fair value of beneficial trust assets are reported as increases or decreases to net assets with donor restrictions.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated funds.

Endowment funds are identified as perpetual in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Specific purpose funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

Accounts Receivable

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. Accounts receivable at September 30, 2021 and 2020 reflect the fact that any estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts. At September 30, 2021 and 2020, estimated implicit price concessions of $24,643 and $14,119, respectively, had been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to collected.

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2021 and 2020, depreciation expense was $27,207 and $24,355, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2021 and 2020, the System capitalized $200 and $1,953, respectively, of interest expense relating to various construction projects.

Gifts of long-lived assets such as land, buildings or equipment are reported as support without donor restrictions, and are excluded from the excess of revenues and nonoperating income over expenses, 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 support 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.

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1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Intangible Assets

The System reviews its intangible and other long-lived assets annually to determine whether the carrying amount of such assets is impaired. Upon determination that an impairment has occurred, these assets are reduced to fair value. There were no impairments recorded for the years ended September 30, 2021 or 2020. See also Note 3.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 12). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2021 and 2020 were approximately $132 and $246, respectively.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. Donated investments, supplies and equipment are reported at fair value at the date of receipt. Unconditional promises to give cash and other assets are reported at fair value at the date of receipt of the promise. When a donor restriction expires (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 statement of operations as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Some net assets with donor restrictions have been restricted by donors to be maintained by the System in perpetuity.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Patient Service Revenue

Revenues generally relate to contracts with patients in which the System's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for inpatient services are generally satisfied over a period of days. Performance obligations for outpatient services are generally satisfied over a period of less than one day. The contractual relationships with patients, in most cases, also involve a third-party payor (Medicare, Medicaid, managed care health plans and commercial insurance companies, including plans offered through the health insurance exchanges) and the transaction prices for the services provided are dependent upon the terms provided by Medicare and Medicaid or negotiated with managed care health plans and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. Medicare generally pays for inpatient and outpatient services at prospectively determined rates based on clinical, diagnostic and other factors. Services provided to patients having Medicaid coverage are generally paid at prospectively determined rates per discharge, per identified service or per covered member. Agreements with commercial insurance carriers, managed care and preferred provider organizations generally provide for payments based upon predetermined rates per diagnosis, per diem rates or discounted fee-for-service rates. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

The collection of outstanding receivables for Medicare, Medicaid, managed care payers, other third-party payors and patients is the System's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts, including patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities that represent a majority of hospital revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling twelve-months accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

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1. Description of Organization and Summary of Significant Accounting Policies (Continued)

The System receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. For the years ended September 30, 2021 and 2020, patient service revenue in the accompanying consolidated statements of operations increased by approximately $4,800 and $3,400, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 38% and 6% and 35% and 4% of the System's patient service revenue for the years ended September 30, 2021 and 2020, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

Excess of Revenues and Nonoperating Income Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for contributions and pledges without donor restrictions, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and 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).

Estimated Workers' Compensation, Malpractice and Health Care Claims

The provision for estimated workers' compensation, malpractice and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in Note 11. Accordingly, costs have been allocated among program services and supporting services benefitted.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Income Taxes

The Hospital, CH-Laconia, CH-Franklin, CRHCDC, CRHVC, and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. NHC is organized as a single member limited liability company and has elected to be treated as a disregarded entity for federal and state income tax reporting purposes. Accordingly, all income or losses and applicable tax credits are reported on the member's income tax returns, with the exception of taxes due to the State of New Hampshire. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. GSIE, NHC and CEC account for income taxes in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, *Income Taxes*. FASB ASC 740 is an asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the tax and financial reporting basis of certain assets and liabilities. Resulting income tax expense and the temporary differences between the tax and financial reporting basis are not material.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately $168 and $181 for the years ended September 30, 2021 and 2020, respectively.

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *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. ASU 2016-02 is effective for the System on October 1, 2022. 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. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

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1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (ASU 2018-13). The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 was effective for the System on October 1, 2020. The adoption of ASU 2018-13 did not have a material impact on these consolidated financial statements.

In August 2018, FASB issued ASU No. 2018-14, *Compensation – Retirement Benefits – Defined Benefit Plans – General (Topic 715)* (ASU 2018-14). Under ASU 2018-14, the disclosure requirements for employers that sponsor defined benefit pension and other postretirement plans are modified. ASU 2018-14 is effective for the System on October 1, 2022, with early adoption permitted. The System will apply the amendments on a retrospective basis to all periods presented.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets.* ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statement of operations and disclose the amount of contributed nonfinancial assets recognized within the statement of operations by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the System beginning October 1, 2021, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2020-07 on its financial statements.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy and financial markets. Consolidated patient volumes and revenues experienced gradual improvement beginning in the latter part of April 2020, and continuing through fiscal year 2021, however uncertainty still exists as the future is unpredictable. The System's pandemic response plan has multiple facets and evolves as conditions warrant. The System has taken precautionary steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents in its operations, including the following:

- Implemented certain cost reduction initiatives;
- Increased the availability on its revolving line of credit from $10,000 to $40,000 (Note 7);
- Elected to defer payments on employer payroll tax incurred through December 31, 2020 as provided for under the *Coronavirus Aid, Relief, and Economic Security Act* ("CARES Act");
- Since the declaration of the pandemic, the System received $57,885 of accelerated Medicare payments (Note 6) and $29,468 in general and targeted Provider Relief Fund distributions, both as provided for under the CARES Act.

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1. Description of Organization and Summary of Significant Accounting Policies (Continued)

During the third quarter of fiscal 2020, the System was awarded $9,539 from the $50 billion general distribution fund and $19,929 of targeted distributions from the CARES Act Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the System is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through September 30, 2020, the System recognized $29,468 related to these general distribution funds, and these payments are recorded within other revenue in the consolidated statements of operations for the year ended September 30, 2020.

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes to be deferred until December 2021, and the remaining half until December 2022. At September 30, 2021 and 2020, the System had deferred $8,866 and $6,051, respectively, of payroll taxes recorded, of which $4,433 and $6,051, respectively, are included within accrued pension and other long-term liabilities in the accompanying consolidated balance sheet. As of September 30, 2021, $4,433 of deferred payroll taxes are recorded within accrued compensation and related expenses on the accompanying consolidated balance sheet.

The System received funding from the Federal Emergency Management Agency (FEMA) for pandemic related expenses of $6,706 during 2021, of which $4,206 was recorded within other revenue on the accompanying consolidated statements of operations. In addition, $476 of funding was received from the State of New Hampshire.

Reclassifications

Certain 2020 amounts have been reclassified to permit comparison with the 2021 consolidated financial statements presentation format.

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 17, 2021, the date the consolidated financial statements were available to be issued.

2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2021 and 2020, transfers made to CRHC were $(171) and $(457), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were $156 and $312, respectively.

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2. Transactions With Affiliates (Continued)

Amounts due the System, primarily from joint ventures, totaled $1,646 and $744 at September 30, 2021 and 2020, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables ($615 and $654 at September 30, 2021 and 2020, respectively) with principal and interest (6.75% at September 30, 2021) payments due monthly. Interest income amounted to $29 and $46 for the years ended September 30, 2021 and 2020, respectively.

A brief description of CRHC's affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Granite VNA (formerly Concord Regional Visiting Nurse Association, Inc. and Subsidiary) provides home health care services.
- Riverbend Community Mental Health, Inc. provides behavioral health services.

Contributions to affiliates and other community organizations from net assets with donor restrictions were $222 and $210 in 2021 and 2020, respectively.

3. Business Acquisitions and Intangible Assets

LRGHealthcare

On October 19, 2020, the Hospital entered into an asset purchase agreement (the Agreement) with LRGHealthcare (the Seller) to acquire certain assets and assume certain liabilities of Lakes Region General Hospital in Laconia, New Hampshire, and Franklin Regional Hospital in Franklin, New Hampshire. Upon execution of the Agreement, the Seller filed a voluntary case under Chapter 11 of the United States bankruptcy code. As a result, the Agreement was subject to bankruptcy proceedings, including a formal bid process and auction, as well as subsequent regulatory approvals. The Hospital's bid was accepted and approved by the State of New Hampshire during 2021. The transaction was completed effective May 1, 2021 for total consideration paid of $23,476.

The purchase price was allocated to tangible and identifiable intangible assets acquired based on their estimated fair values at the acquisition date, as summarized below:

Assets acquired:	
Accounts receivable	$12,145
Supplies	1,641
Property and equipment	22,833
Other assets	6,948
Total assets acquired	43,567

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3. **Business Acquisitions and Intangible Assets (Continued)**

Liabilities assumed:	
Accrued insurance liabilities	$ 3,270
Accrued compensation and related expenses	4,945
Accrual for estimated third-party payor settlements	6,366
Accrued pension and other long-term liabilities	5,510
Total liabilities assumed	20,091
Fair value of assets acquired and liabilities assumed	$23,476
Total consideration paid	$23,476

The results from the acquisition date through September 30, 2021 are included in the accompanying 2021 consolidated financial statements. Direct costs (primarily legal) in 2021 related to the transaction were not material and were expensed as incurred within professional fees in the consolidated statement of operations.

Concord Endoscopy Center, LLC

On April 1, 2021, CRHVC completed the acquisition of a 40% interest in CEC, as further described in Note 1. CEC has operations in Concord, New Hampshire. CRHVC owned 30% of CEC prior to the acquisition date. As a result of this transaction, CRHVC holds a majority interest and control of CEC, and is therefore required to consolidate CEC as of the acquisition date. The total consideration paid of $3,485, net of cash acquired of $88, was comprised entirely of cash. The purchase price of the additional interest in CEC was allocated to the tangible and identifiable intangible assets acquired based on their estimated fair values at the acquisition date, as summarized below:

Assets acquired:	
Cash	$ 88
Accounts receivable	425
Supplies	6
Prepaid expenses and other current assets	79
Property and equipment	6
Patient list and other intangible assets	8,556
Total assets acquired	9,160
Liabilities assumed:	
Accounts payable and accrued expenses	(225)
Total liabilities assumed	(225)
Fair value of assets acquired and liabilities assumed	8,935
Less amount attributable to noncontrolling interest	(2,681)
Amount attributable to CRHVC	$6,254

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3. **Business Acquisitions and Intangible Assets (Continued)**

The intangible assets from the CEC acquisition are included within other noncurrent assets in the accompanying 2021 consolidated balance sheet at cost less accumulated amortization. Amortizable intangible assets consist of the following at September 30, 2021:

	Cost	Accumulated Amortization	Net
Amortizable intangible assets	$8,556	$(428)	$8,128

Amortization expense was $428 during the year ended September 30, 2021 and is recorded within other nonoperating expense in the accompanying 2021 consolidated statement of operations.

Expected amortization of intangible assets through their useful lives is as follows:

2022	$ 856
2023	856
2024	856
2025	856
2026	856
Thereafter	3,848
	$8,128

The results of CEC from the acquisition date through September 30, 2021 are included in the accompanying 2021 consolidated financial statements. Direct costs (primarily legal) in 2021 related to the transaction were not material and were expensed as incurred within professional fees in the accompanying 2021 consolidated statement of operations.

Granite Shield Insurance Exchange

As a result of the acquisition of certain LRGHealthcare assets and liabilities, as noted above, the Hospital gained effective control of GSIE as of December 31, 2020. GSIE's operations have been reported within the accompanying 2021 consolidated financial statements beginning as of the effective date. Prior to gaining control, the Hospital owned approximately a 79% interest in GSIE, but shared control equally with LRGHealthcare.

As of December 31, 2020, the following tangible assets acquired and liabilities assumed were recorded based on their estimated fair values at the date of the transaction as follows:

Assets acquired:	
Cash and cash equivalents	$ 2,794
Accounts receivable	2,360
Assets whose use is limited or restricted	20,071
Other assets	4,521
Total assets acquired	29,746

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3. Business Acquisitions and Intangible Assets (Continued)

Liabilities assumed:	
Accounts payable and accrued expenses	$ 2,485
Unpaid losses and loss adjustment expenses	18,411
Total liabilities assumed	20,896
Fair value of assets acquired and liabilities assumed	$ 8,850
Investment in GSIE as of the acquisition date	$ 8,850

The results of GSIE from the acquisition date through September 30, 2021 are included in the accompanying 2021 consolidated financial statements.

4. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling $66,525 and $73,907 at September 30, 2021 and 2020, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	2021	2020
Board designated funds:		
Cash and cash equivalents	$ 4,845	$ 961
Fixed income securities	26,316	25,457
Marketable equity and other securities	318,051	258,108
Inflation-protected securities	16,093	12,361
	365,305	296,887
Held by trustee for workers' compensation reserves:		
Fixed income securities	2,988	2,974
Self-insurance escrows and construction funds:		
Cash and cash equivalents	8,996	1,242
Fixed income securities	45,456	3,176
Marketable equity securities	20,003	10,608
	74,455	15,026
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	$ 5,169	$ 4,027
Fixed income securities	1,890	1,850
Marketable equity securities	27,021	21,299
Inflation-protected securities	1,369	1,020
Trust funds administered by others	12,341	10,965
Other	523	301
	48,313	39,462
	$491,061	$354,349

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4. Investments and Assets Whose Use is Limited or Restricted (Continued)

Included in marketable equity and other securities above are $220,974 and $188,376 at September 30, 2021 and 2020, respectively, in so called alternative investments and collective trust funds. See also Note 15.

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	2021	2020
Net assets without donor restrictions:		
Interest and dividends	$ 4,831	$ 4,894
Investment income from trust funds administered by others	595	539
Net realized gains on sales of investments	11,760	9,312
Net unrealized gains (losses) on investments	52,054	(2,448)
	69,240	12,297
Net assets with donor restrictions:		
Interest and dividends	357	402
Net realized gains on sales of investments	933	768
Net unrealized gains (losses) on investments	5,515	(163)
	6,805	1,007
	$76,045	$13,304

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was $1,764 and $2,024 in 2021 and 2020, respectively.

Investment management fees expensed and reflected in investment income and other were $1,035 and $849 for the years ended September 30, 2021 and 2020, respectively.

5. Retirement Plans

The System has a noncontributory defined benefit pension plan (the Concord Hospital Plan) covering all eligible employees of the System and subsidiaries, excluding employees of CH-Laconia and CH-Franklin. As a result of the acquisition of certain assets and liabilities of LRGHealthcare effective May 1, 2021 as discussed in Note 3, the System assumed and became the plan sponsor for LRGHealthcare's defined benefit plan, which covers all eligible employees of CH-Laconia and CH-Franklin (the CH-Laconia and CH-Franklin Plan). The Concord Hospital Plan and CH-Laconia and CH-Franklin Plan provide benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy for the plans is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

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5. Retirement Plans (Continued)

The System accounts for its defined benefit pension plans under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

The following table summarizes the Concord Hospital Plan's funded status at September 30, 2021 and 2020 and the CH-Laconia and CH-Franklin Plan's funded status as of September 30, 2021:

	Concord Hospital Plan		CH-Laconia and CH-Franklin Plan
	2021	2020	2021
Funded status:			
Fair value of plan assets	$ 309,685	$ 258,752	$ 65,409
Projected benefit obligation	(322,873)	(327,793)	(69,402)
	$ (13,188)	$ (69,041)	$ (3,993)
Activities for the year consist of:			
Benefit payments and administrative expenses paid	$ 21,445	$ 21,516	$ 2,634
Net periodic benefit cost	16,909	15,267	352

The table below presents details about the Concord Hospital Plan, and CH-Laconia and CH-Franklin Plan, including the funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	Concord Hospital Plan		CH-Laconia and CH-Franklin Plan
	2021	2020	2021
Change in benefit obligation:			
Projected benefit obligation at beginning of year/acquisition date (see Note 3)	$ 327,793	$ 304,836	$69,725
Service cost	14,578	12,336	752
Interest cost	10,367	11,102	1,002
Actuarial (gain) loss	(8,420)	19,835	557
Benefit payments and administrative expenses paid	(21,445)	(21,516)	(2,634)
Other adjustments to benefit cost	–	1,200	–
Projected benefit obligation at end of year	$ 322,873	$ 327,793	$69,402
Change in plan assets:			
Fair value of plan assets at beginning of year	$ 258,752	$ 251,574	$64,215
Actual return on plan assets	56,378	12,694	846
Employer contributions	16,000	16,000	2,982
Benefit payments and administrative expenses	(21,445)	(21,516)	(2,634)
Fair value of plan assets at end of year	$ 309,685	$ 258,752	$65,409
Funded status and amount recognized in noncurrent liabilities at September 30	$ (13,188)	$ (69,041)	$(3,993)

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5. Retirement Plans (Continued)

Amounts recognized as a change in net assets without donor restrictions during the years ended September 30, 2021 and 2020 consist of:

	Concord Hospital Plan		CH-Laconia and CH-Franklin Plan
	2021	2020	2021
Net actuarial (gain) loss	$ (44,383)	$ 27,689	$ 1,064
Net amortized loss	(12,622)	(11,420)	–
Prior service credit amortization	243	243	–
Total amount recognized	$ (56,762)	$ 16,512	$ 1,064

Pension Plan Assets

The fair values of the Concord Hospital Plan's assets as of September 30, 2021 and 2020, and the CH-Laconia and CH-Franklin Plan's assets as of September 30, 2021 by asset category are as follows (see Note 15 for level definitions). In accordance with ASC 820, *Fair Value Measurements*, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	Concord Hospital Plan		CH-Laconia and CH-Franklin Plan
	2021	2020	2021
Short-term investments:			
Money market funds	$ 10,402	$ 1,189	$ 1,257
Equity securities:			
Common stocks	–	7,862	–
Mutual funds – domestic	104,362	72,339	19,089
Mutual funds – international	–	–	12,848
Mutual funds – inflation hedge	14,599	7,685	–
Fixed income securities:			
Mutual funds – REIT	–	525	–
Mutual funds – fixed income	22,290	19,628	32,215
	151,653	109,228	65,409
Funds measured at net asset value:			
Equity securities:			
Funds-of-funds	94,714	87,887	–
Collective trust funds:			
Equities	52,696	51,545	–
Fixed income	10,622	10,092	–
	158,032	149,524	–
Total investments at fair value	$ 309,685	$ 258,752	$ 65,409

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5. **Retirement Plans (Continued)**

The target allocation for the Concord Hospital Plan's assets as of September 30, 2021 and 2020, by asset category are as follows:

	Target Allocation		Concord Hospital Plan	
	2021	2020	2021	2020
Short-term investments	0-20%	0-20%	3%	0%
Equity securities	40-80%	40-80%	69%	68%
Fixed income securities	5-80%	5-80%	11%	12%
Other	0-30%	0-30%	17%	20%

The target allocation for the CH-Laconia and CH-Franklin Plan's assets as of September 30, 2021 by asset category are as follows:

	Target Allocation	Percentage of Plan Assets
Short-term investments	0%	2%
Equity securities	50%	49%
Fixed income securities	50%	49%

The funds-of-funds in the Concord Hospital Plan are invested with thirteen investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately $19 million at September 30, 2021 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately $9 million at September 30, 2021 allows for monthly redemptions, with 15 days' notice. Six managers holding amounts totaling approximately $45 million at September 30, 2021 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Two of the managers holding amounts of approximately $9 million at September 30, 2021 allow for annual redemptions, with notice ranging from 60 to 90 days. Two of the managers holding amounts of approximately $13 million at September 30, 2021 allows for redemptions on a semi-annual basis, with a notice of 60 days. The collective trust funds allow for daily, weekly or monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%), limit the percent of the investment that can be redeemed each redemption period, or are subject to certain lock periods.

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

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5. **Retirement Plans (Continued)**

The System's investment policy for its pension plans is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

Amounts included in expense during fiscal 2021 and 2020 consist of:

	Concord Hospital Plan		CH-Laconia and CH-Franklin Plan
	2021	2020	2021
Components of net periodic benefit cost:			
Service cost	$ 14,578	$ 12,336	$ 752
Interest cost	10,367	11,102	1,002
Expected return on plan assets	(20,416)	(20,548)	(1,402)
Amortization of prior service credit and loss	12,380	11,177	–
Other adjustments to benefits cost	–	1,200	–
Net periodic benefit cost	$ 16,909	$ 15,267	$ 352

The accumulated benefit obligations for the Concord Hospital Plan at September 30, 2021 and 2020 were $308,420 and $310,208, respectively. The accumulated benefit obligation for the CH-Laconia and CH-Franklin Plan was $66,600 at September 30, 2021.

	Concord Hospital Plan		CH-Laconia and CH-Franklin Plan
	2021	2020	2021
Weighted average assumptions to determine benefit obligation:			
Discount rate	3.33%	3.11%	3.33%
Rate of compensation increase	2.50% for the next year, 3.00% thereafter	2.50% for the next two years, 3.00% thereafter	3.00%
Weighted average assumptions to determine net periodic benefit cost:			
Discount rate	3.11%	3.59%	3.55%
Expected return on plan assets	7.75%	7.75%	6.50%
Cash balance credit rate	5.00%	5.00%	N/A
Rate of compensation increase	2.50%/3.00%	2.50%/3.00%	3.00%

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5. **Retirement Plans (Continued)**

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plans. This included considering the plans' asset allocation and the expected returns likely to be earned over the life of the plans, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2022 are as follows:

	Concord Hospital Plan	CH-Laconia and CH-Franklin Plan
Actuarial loss	$10,149	$ –
Prior service credit	(243)	–
	$ 9,906	$ –

The System funds the pension plans and no contributions are made by employees. The System funds the plans annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plans in excess of the minimum required amount.

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund $16,000 in cash contributions to the Concord Hospital Plan for the 2022 plan year. There are no contributions expected to the CH-Laconia and CH-Franklin Plan in 2022.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

Year Ended September 30	Concord Hospital Plan	CH-Laconia and CH-Franklin Plan
2022	$ 18,134	$ 5,674
2023	18,120	4,231
2024	18,446	4,438
2025	18,506	3,673
2026	19,392	4,094
2027 – 2031	112,720	18,295

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6. Estimated Third-Party Payor Settlements

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

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee schedule basis.

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2021 and 2020. The amount of tax incurred by the System for 2021 and 2020 was $26,631 and $22,572, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within revenue without donor restrictions and other support and amounted to $26,545 in 2021 and $18,202 in 2020, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2017, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date or any future redistributions.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The System is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the System and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee schedule basis.

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6. Estimated Third-Party Payor Settlements (Continued)

Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, fee schedules, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2016 for Medicare and Medicaid. Settlements for CH-Laconia have been finalized through 2018 for Medicare and 2017 for Medicaid. Settlements for CH-Franklin have been finalized through 2017 for Medicare and 2016 for Medicaid.

During fiscal year 2020, the System requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. One year from the date of receipt of the advance payments (beginning April 2021) 25% of the advances will be recouped in the first eleven months. An additional 25% of the advances will be recouped in the next six months, with the entire amount repayable in 29 months. Any outstanding balance after 29 months is repayable at a 4% interest rate. During the third quarter of fiscal 2020, the System received $57,885 from these accelerated Medicare payment requests. At September 30, 2021 and 2020, the current portion due within a year, totaling $41,036 and $7,893, respectively, is recorded under the caption "accrual for estimated third-party payors" and the long-term portion as of September 30, 2020, totaling $49,992, in the caption "accrued pension and other long-term liabilities" in the accompanying consolidated balance sheets. There is no long-term portion as of September 30, 2021.

7. Long-Term Debt and Revolving Line of Credit

Revolving Line of Credit

In November 2019, the Hospital entered into a $10,000 revolving line of credit agreement with a bank. In June 2020, the Hospital increased the availability on the line of credit to $40,000. Any amounts outstanding under the agreement bear interest at the per annum London Interbank Offered Rate (LIBOR) plus 1.85%. In the event LIBOR is discontinued while the agreement remains in place, a replacement rate will be assigned, as determined by the bank. The line of credit was secured by substantially all business assets. No amounts were outstanding under this revolving line of credit at September 30, 2020. The line of credit expired in June 2021 and was not renewed.

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7. Long-Term Debt and Revolving Line of Credit (Continued)

Long-term debt consists of the following at September 30, 2021 and 2020:

	2021	2020
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue bonds, Concord Hospital Issue, Series 2021A; interest ranging from 3.0% to 5.0% per year and principal payable in annual installments ranging from $1,680 to $3,095 through October 2042, including unamortized original issue premium of $7,590 in 2021	$ 50,930	$ –
2020A note payable to a bank, due October 1, 2026, interest at 1.93% per annum, payable in monthly and annual principal payments ranging from $2,427 to $2,580 beginning October 2022. This note converted into tax-exempt revenue bonds effective July 6, 2021. As a result of the conversion, the interest rate was reduced to 1.57%	12,520	12,520
2020B note payable to a bank, due October 1, 2035 (lender has the option to extend the maturity date through October 1, 2043), interest at 2.26% per annum, payable in monthly and annual principal payments ranging from $991 to $2,942 beginning October 2023. Final balloon payment of $10,157 due October 1, 2035, if the maturity date is not extended by the lender	36,582	36,582
NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from $2,010 to $5,965 beginning October 2032, including unamortized original issue premium of $6,575 in 2021 and $6,901 in 2020	60,785	61,111
3.38% to 5.0% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from $1,543 to $3,555 through 2043, including unamortized original issue premium of $121 in 2021 and $242 in 2020. Series 2013A revenue bonds totaling $33,785 were refunded in 2020 through issuance of the 2020B note payable described below	1,461	2,867
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from $1,860 to $2,038 through 2024. Series 2013B bonds totaling $6,036 were refunded in 2021 through issuance of the NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2021A described below	–	7,601
4.25% to 5.5% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from $2,737 to $5,192 through 2026, including unamortized original issue premium of $19 in 2020. Series 2011 revenue bonds totaling $11,780 were refunded in 2020 through issuance of the 2020A note payable described below. The remaining amounts due were repaid in full during 2021	–	2,044
	162,278	122,725
Less unamortized bond issuance costs	(1,508)	(984)
Less current portion	(5,447)	(5,186)
	$155,323	$116,555

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7. **Long-Term Debt and Revolving Line of Credit (Continued)**

In June 2021, $51,498 (including an original issue premium of $7,728) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2021A, were issued to assist in funding capital and facility projects, and to refund the Series 2013B NHHEFA Hospital Revenue Bonds.

In March 2020, the Hospital entered into a $12,520 note payable agreement (2020A note) with a lender to advance refund $11,780 of the Series 2011 NHHEFA Hospital Revenue Bonds. As a result of the advance refunding, the unamortized bond issuance costs and original issue discount related to the bonds refunded were included in loss on extinguishment of debt and totaled $520 for the year ended September 30, 2020. As of September 30, 2021, $11,780 of the Series 2011 advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020A note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2021 to refinance the 2020A note. The Hospital exercised this option on July 6, 2021, which resulted in the interest rate decreasing from 1.93% to 1.57%.

In March 2020, the Hospital entered into a $36,582 note payable agreement (2020B note) with a lender to advance refund the Series 2013A NHHEFA Hospital Revenue Bonds. As a result of the bond refinancing, the unamortized bond issuance costs and original issue premium related to the Series 2013A NHHEFA Hospital Revenue Bonds were included in loss on extinguishment of debt and totaled $711 for the year ended September 30, 2020. As of September 30, 2021, $33,785 of the Series 2013A advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020B note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2022 to refinance the 2020B note.

In December 2017, $62,004 (including an original issue premium of $7,794) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017, were issued to pay for the construction of a new medical office building. In addition, the Series 2017 Bonds reimbursed the Hospital for capital expenditures incurred in association with the construction of a parking garage and the construction of a medical office building, as well as routine capital expenditures.

In February 2013, $48,631 (including an original issue premium of $3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

In March 2011, $49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment. The bonds were paid in full during 2021.

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7. Long-Term Debt and Notes Payable (Continued)

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, are pledged as collateral for all outstanding long-term debt. In addition, the gross receipts of the Hospital, CH-Laconia and CH-Franklin are also pledged as collateral for all outstanding long-term debt. CH-Laconia and CH-Franklin also pledge gross receipts as collateral for the outstanding Series 2021A Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The System was in compliance with its debt covenants at September 30, 2021 and 2020.

The obligations of the Hospital under the 2020A and B notes, Series 2021A, Series 2017, Series 2013A and B and Series 2011 Revenue Bond Indentures are guaranteed by the Hospital, CH-Laconia and CH-Franklin and are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to $4,465 (including capitalized interest of $200) and $4,888 (including capitalized interest of $1,953) for the years ended September 30, 2021 and 2020, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2022	$ 5,447
2023	6,104
2024	6,215
2025	5,181
2026	5,264
Thereafter	119,781
	$147,992

8. Commitments and Contingencies

Malpractice Loss Contingencies

Effective February 1, 2011, the System insures its medical malpractice risks through GSIE, a multiprovider captive insurance company. Prior to December 31, 2020, the System accounted for its investment in GSIE under the equity method, as control of the captive was shared equally between the other participating entities. The System recorded its interest in the captive's equity, totaling approximately $5,509 at September 30, 2020, in other noncurrent assets on the accompanying 2020 consolidated balance sheets. As discussed in Note 3, effective December 31, 2020, the System gained control of GSIE, which requires GSIE to be consolidated in the consolidated financial statements as of September 30, 2021. The results from the acquisition date through September 30, 2021 are included in the accompanying 2021 consolidated financial statements.

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8. Commitments and Contingencies (Continued)

GSIE provides claims-made medical stop loss coverage to its subscriber health systems. Subsequent to December 31, 2020, the System is the sole remaining subscriber. GSIE purchases reinsurance from three reinsurers to limit potential exposure to the System. The reinsurance policies in place are subject to renewal on January 1, 2022, and, after the System's primary retained layer of $2 million per occurrence and $12 million aggregate, cover up to $25 million per occurrence and aggregate per annum. The failure of reinsurers to honor their obligations could result in additional losses to GSIE, and those losses could be significant to GSIE and the System.

The reserve for unpaid losses and loss adjustment expenses and the related reinsurance recoverables includes case basis estimates of reported losses, plus supplemental reserves for incurred but not reported losses (IBNR) calculated based upon loss projections utilizing historical and industry data. An independent consulting actuary is involved in establishing this reserve and the related reinsurance recoverables. Management of the System believes that GSIE's aggregate reserve for unpaid losses and loss adjustment expenses and related reinsurance recoverables at year-end represent its best estimate, based on the available data, of the amount necessary to cover the ultimate cost of losses; however, because of the nature of the insured risks and limited historical experience, actual loss experience may not conform to the assumptions used in determining the estimated amounts for such liability and corresponding asset at the consolidated balance sheet date. Accordingly, the ultimate liability and corresponding asset could be significantly in excess of or less than the amount indicated in these consolidated financial statements. As adjustments to these estimates become necessary, such adjustments are reflected in current year operations. Amounts recoverable from reinsurers have been reduced to their net realizable value.

At September 30, 2021, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total $22,303 and $4,081 at September 30, 2021 and 2020, respectively and are reflected in the accompanying consolidated balance sheets within reserves for insurance. The increase in the reserve is due to accounting changes as a result of the change in control of GSIE as described in Note 3. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

In accordance with ASU No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2021 and 2020, the System recorded a liability of approximately $6,600 and $3,000, respectively, related to estimated professional liability losses. At September 30, 2021 and 2020, the System also recorded a receivable of $6,600 and $3,000, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in reserve for insurance ($6,600 at September 30, 2021 and $3,000 at September 30, 2020), accounts receivable ($2,800 at September 30, 2021 and $-0- at September 30, 2020) and other assets ($3,800 at September 30, 2021 and $3,000 at September 30, 2020), respectively, in the accompanying consolidated balance sheets.

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8. Commitments and Contingencies (Continued)

Workers' Compensation

The System maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the System against excessive losses. The System has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $3,043 and $2,388 at September 30, 2021 and 2020, respectively, are recorded within accounts payable and accrued expenses in the accompanying consolidated balance sheets and have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled $2,988 and $2,974 at September 30, 2021 and 2020, respectively, and are included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

Litigation

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

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of $550 effective January 1, 2021 (previously $440) on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2021 and 2020, have been recorded as a liability of $10,042 and $5,709, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2021 are as follows:

Year Ending September 30:	
2022	$ 6,405
2023	6,283
2024	5,574
2025	4,094
2026	2,986
Thereafter	7,097
	$32,439

Rent expense was $8,314 and $7,125 for the years ended September 30, 2021 and 2020, respectively.

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9. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at September 30:

	2021	2020
Purpose restriction:		
Health education and program services	$21,662	$14,997
Capital acquisitions	806	1,870
Indigent care	135	126
Pledges receivable with stipulated purpose and/or time restrictions	499	283
	23,102	17,276
Perpetual in nature:		
Health education and program services	22,613	18,744
Capital acquisitions	803	803
Indigent care	2,105	1,811
Annuities to be held in perpetuity	280	260
	25,801	21,618
Total net assets with donor restrictions	$48,903	$38,894

10. Patient Service Revenue

An estimated breakdown of patient service revenue for the System by major payor sources is as follows for the years ended September 30:

	2021	2020
Private payor (includes coinsurance and deductibles)	$335,415	$271,664
Medicare	226,029	158,747
Medicaid	33,413	18,848
Self-pay	3,676	6,253
	$598,533	$455,512

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11. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	Health Services	General and Administrative	Fund-raising	Total
2021				
Salaries and wages	$247,354	$ 49,320	$ 524	$297,198
Employee benefits	67,564	13,472	143	81,179
Supplies and other	119,973	23,868	131	143,972
Purchased services	32,741	14,920	146	47,807
Professional fees	8,273	81	–	8,354
Depreciation and amortization	18,275	8,644	288	27,207
Medicaid enhancement tax	26,631	–	–	26,631
Interest	2,572	1,222	41	3,835
	$523,383	$111,527	$ 1,273	$636,183
2020				
Salaries and wages	$203,587	$ 41,594	$ 500	$245,681
Employee benefits	56,622	11,568	139	68,329
Supplies and other	96,353	13,346	84	109,783
Purchased services	25,469	9,346	128	34,943
Professional fees	7,722	–	–	7,722
Depreciation and amortization	16,363	7,735	257	24,355
Medicaid enhancement tax	22,572	–	–	22,572
Interest	1,756	812	27	2,595
	$430,444	$ 84,401	$ 1,135	$515,980

The consolidated financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits are allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

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12. Charity Care and Community Benefits (Unaudited)

The System maintains records to identify and monitor the level of charity care it provides. The System provides traditional charity care, as well as other forms of community benefits. The estimated cost of all such benefits provided is as follows for the years ended September 30:

	2021	2020
Government sponsored healthcare	$29,001	$31,319
Community health services	1,408	1,582
Health professions education	1,813	2,304
Subsidized health services	49,746	44,867
Research	62	81
Financial contributions	936	829
Community benefit operations	130	72
Community building activities	2,411	–
Charity care costs (see Note 1)	4,043	3,445
	$89,550	$84,499

The System incurred estimated costs for services to Medicare patients in excess of the payment from this program of $73,871 and $71,877 in 2021 and 2020, respectively.

13. Concentration of Credit Risk

The System grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	2021	2020
Patients	8%	10%
Medicare	40	37
Anthem Blue Cross	16	15
Cigna	3	4
Medicaid	13	9
Commercial	18	23
Workers' compensation	2	2
	100%	100%

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14. Volunteer Services (Unaudited)

Total volunteer service hours received by the System were approximately 16,000 in 2021 and 2020. The volunteers provide various nonspecialized services to the System, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

15. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2021 and 2020. In accordance with ASC 820, *Fair Value Measurements*, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

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15. Fair Value Measurements (Continued)

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	Level 1	Level 2	Level 3	Total
2021				
Cash and cash equivalents	$ 85,535	$ –	$ –	$ 85,535
Fixed income securities	56,003	16,575	–	72,578
Marketable equity and other securities	144,101	–	–	144,101
Inflation-protected securities and other	17,985	–	–	17,985
Trust funds administered by others	–	–	12,341	12,341
	$303,624	$16,575	$12,341	332,540
Funds measured at net asset value:				
Marketable equity and other securities				220,974
				$553,514
2020				
Cash and cash equivalents	$ 80,137	$ –	$ –	$ 80,137
Fixed income securities	30,415	–	–	30,415
Marketable equity and other securities	101,639	–	–	101,639
Inflation-protected securities and other	13,682	–	–	13,682
Trust funds administered by others	–	–	10,965	10,965
	$225,873	$ –	$10,965	236,838
Funds measured at net asset value:				
Marketable equity and other securities				188,376
				$425,214

In addition, for the years ended September 30, 2021 and 2020, there are certain investments totaling $4,072 and $3,042, respectively, which are appropriately being carried at cost.

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

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15. Fair Value Measurements (Continued)

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2021 and 2020:

	Trust Funds Administered by Others
Balance at September 30, 2019	$10,903
Net realized and unrealized gains	62
Balance at September 30, 2020	10,965
Net realized and unrealized gains	1,376
Balance at September 30, 2021	$12,341

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
September 30, 2021:				
Funds-of-funds	$22,685	$ –	Semi-monthly	5 days
Funds-of-funds	12,926	–	Monthly	15 days
Funds-of-funds	59,430	–	Quarterly	45 – 65 days**
Funds-of-funds	11,157	–	Annual	90 days
Funds-of-funds	9,837	–	Semi-annual	60 days*
Funds-of-funds	24,592	20,713	Illiquid	N/A
Collective trust funds	16,131	–	Daily	10 days
Collective trust funds	9,810	–	Weekly	10 days
Collective trust funds	54,406	–	Monthly	6 – 10 days
September 30, 2020:				
Funds-of-funds	$17,543	$ –	Semi-monthly	5 days
Funds-of-funds	9,468	–	Monthly	15 days
Funds-of-funds	48,190	–	Quarterly	45 – 65 days**
Funds-of-funds	23,631	–	Annual	60 - 90 days
Funds-of-funds	9,631	–	Semi-annual	60 days*
Funds-of-funds	9,717	20,156	Illiquid	N/A
Collective trust funds	15,326	–	Daily	10 days
Collective trust funds	4,980	–	Weekly	10 days
Collective trust funds	49,890	–	Monthly	6 – 10 days

* Limited to 25% of the investment balance at each redemption.

** One investment has a one-year lock period and redemption of one investment is limited to 12.5% of the investment balance at each redemption.

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15. Fair Value Measurements (Continued)

Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. Collective trust funds are generally valued based on the proportionate share of total fund net assets.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions and is estimated using the net asset value per share of the fund. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

The System has committed to invest up to $51,683 with various investment managers, and had funded $15,757 of that commitment as of September 30, 2021. As these investments are made, the System reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

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15. Fair Value Measurements (Continued)

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value.

16. Financial Assets and Liquidity Resources

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs, consisted of the following at September 30, 2021:

Cash and cash equivalents	$ 37,722
Short-term investments	66,525
Accounts receivable	94,720
Funds held by trustee for insurance reserves, escrows and construction costs	77,443
	$276,410

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents and short-term investments include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2021, the balance of liquid investments in board-designated assets was $342,620.

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CONCORD HOSPITAL
BOARD OF TRUSTEES
2022

Name	Mailing Address	Business Address	Phone/E-mail
Philip Emma Chair	[redacted]		[redacted]
Manisha Patel, DDS Vice Chair	[redacted]	Ctr for Contemporary Dentistry Belmont, NH	[redacted]
William Chapman, Esq. Secretary	Orr & Reno, PA 45 S. Main Street PO Box 3550 Concord, NH 03302-3550	Same	[redacted] wlc@orr-reno.com
Robert Steigmeyer President and CEO (ex-officio)	Capital Region Health Care Concord Hospital 250 Pleasant Street Concord, NH 03301	Same	603-227-7000x3003 rsteigmeyer@crhc.org
Scott W. Sloane Treasurer (Not a Board Member)	Chief Financial Officer Capital Region Health Care Concord Hospital 250 Pleasant Street Concord, NH 03301	Same	603-227-7000x6059 ssloane@crhc.org
Christopher Allen, MD CH Medical Staff Pres. (ex-officio)	[redacted]	Epsom Family Medicine	[redacted] callen@crhc.org
Sol Asmar	[redacted]		[redacted]
Frederick Briccetti, MD	NH Oncology Hematology 250 Pleasant Street Concord, NH 03301	Same	[redacted] f.briccetti@nhoh.com
Charles Fanaras	The Prescription Center 1 Granite Place, Suite 200N Concord, NH 03301	Same	[redacted] cfanaras@prescription-center.com
Lucy Hodder, Esq.	[redacted]	UNH School of Law Institute for Health Policy & Practice	[redacted] lucy.hodder@unh.edu
Lucy Karl, Esq.	[redacted]	Shaheen & Gordon, PA 107 Storrs Street Concord, NH	[redacted] lkarl@shaheengordon.com

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Name	Mailing Address	Business Address	Phone/E-mail
Linda Lorden	Merrimack County Savings Bank 89 North Main Street Concord, NH 03301	Same	[redacted] llorden@themerrimack.com
Joseph Meyer, MD	[redacted]	CH Cardiovascular Institute Memorial Bldg, West	[redacted]
Peter Noordsij, MD	[redacted]	Concord Orthopaedics, PA 264 Pleasant Street Concord, NH	[redacted] Peter.Noordsij@concordortho.com
Robert Segal	Sanel Auto Parts 102 Old Turnpike Rd. Concord, NH 03301	Same	[redacted] bsegal@sanelnapa.com
Jeffrey Towle	[redacted]	Davis & Towle Ins. 115 Airport Road PO Box 1260 Concord, NH	[redacted] jtowle@davistowle.com
Donald Welford	[redacted]	Stewart's Ambulance Svc. Meredith, NH	[redacted] dwelford@stewartsambulance.com

2/2022

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Shaney Blais

[redacted]

EXPERTISE

Leadership and managerial experience in the healthcare field. Track record of delivering results in a timely manner within budget expectations.

- Lead by example and successfully guide others through the ever-changing world of healthcare
- Strong communication skills with a focus on listening and respect
- Adaptable, willing to take on new challenges and roles
- Encourage and motivate others to reach their potential
- Creative problem solving skills
- Comprehensive knowledge of Client, Provider Based and Critical Access Billing
- EMR experience and knowledge

EXPERIENCE

Concord Hospital, Concord, NH 2018-Current

Asst Manager Occupational Health & Employee Health, July 2018-Current

Oversite of Occupational Health and Employee Health for 3 hospitals with 3 providers and 12 support staff. Responsibilities include but not limited to budgetary, project management and recruitment, day to day operations, indirect supervision of all staff, and dealing with patient, companies and employee concerns. Daily communication with employers, insurance adjusters, and case managers related to workers compensation injury management.

Manager of hospital drug consortium.

LRGHealthcare, Laconia, NH 2012-2018

Senior Office Manager, Provider Network, September 2012 – July 2018

Carry out organization's mission and vision with confidence and commitment. Direct oversite of multiple provider practice, with 10 providers and 30 support staff. Responsibilities include but not limited to budgetary forecasting, project management and recruitment. Research and implement opportunities for efficiencies and improvements. Maintain current knowledge of regulatory changes and implement as appropriate.

- Key contributor to the development and implementation of Client Billing
- Implementation of new service lines for Pain Management and Recovery Center

Contract Compliance Specialist, Provider Network, September 2012 – September 2013

Responsible for reviewing reimbursement payments to ensure correct reimbursement rates, for both the hospital and clinic settings.

- Through extensive research able to recoup over $300,000 in workers compensation payments
- Through additional research able to recoup over $100,000 in write off errors

Professional Physical Therapy Services, Concord, NH 2000-2012

Office Manager, Provider Network, September 2000 – September 2012

Carried out all day to day operation of a multi provider, multi practice physical therapy business. Direct supervision of all staff. Oversaw patient flow and provider support. Dealt with patient concerns and facility issues. Managed payroll, accounts receivable and payable.

- Successful passing of all state and regulatory audits and inspections

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EDUCATION

Associates Degree, New Hampshire Technical Institute, 2018-current

Pre-Nursing, New Hampshire Technical Institute, 1988-1991

Multiple educational in services on Coding and Billing

Knowledgeable in all Microsoft Applications

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Jessica Fralic

Medical Assistant

&

Licensed Nursing Assistant

OBJECTIVE

The objective of this resume is obtain a job as an MA or LNA.

EDUCATION

Franklin High School
Franklin, NH
Graduated - Diploma

American Red Cross
Concord, NH
LNA Training Program
Passed – Licensed

NHA Medical Assistant
Online course
Passed – Certified

EXPERIENCE

06/2019 - Present
• Medical Assistant • Concord Hospital Laconia – Recovery Clinic & Concord Hospital Franklin – Recovery Clinic (formally LRGHealthcare)

04/2016 – 06/2019
• LNA • Merrimack County Nursing Home

02/2014 – 04/2016
• LNA • Golden Crest Assistant Living

11/2008 – 03/2013
• LNA • Granite State Independent Living

REFERENCES

(Available upon request.)

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Corey E. Gately
[redacted]

Education

Springfield College School for Human Services, Manchester, NH
Master's of Science in Human Services, concentration in Community Psychology
Graduated May 1995
GPA: 3.9

Keene State College, Keene, NH
Bachelor of Arts in Psychology
Bachelor of Arts in Sociology
Associate's in Chemical Dependency
Psychology Honor Society
Graduated May 1993

Experience

May 2021 – present
Concord Hospital – Laconia – Laconia, NH
Concord Hospital – Franklin – Franklin, NH
(formerly LRGHealthcare)
Full Time
Director of Substance Use Services
Master's Licensed Alcohol and Drug Counselor

July 2021 – present
Dartmouth Health
Per Diem/On Call
Master's Licensed Alcohol and Drug Counselor

May 2015 – May 2021
LRGHealthcare – Laconia NH
Director of Substance Use Services
Master's Licensed Alcohol and Drug Counselor

September 2012 – May 2015
Horizons Counseling Center, Gilford, NH
Intensive Outpatient Substance Abuse Counselor
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

June 2001 - August 2012
Lakes Region General Healthcare, Laconia, NH
Intensive Outpatient Substance Abuse Counselor
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

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Current Activities

NAADAC Member
NHADACA Member
2011 New Hampshire 40 under 40 Award
2012 NHADACA Counselor of the Year
2016 Leadership Lakes Region Participant
2020 Level I Crossfit Coaching Certification
Rotary International Member 2019 – present

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Tarah B. Morel-Taylor

[redacted] [redacted]

Professional Overview

Energetic, great at multi-tasking, with proven ability to work in a fast paced office

Skills

- Management skills
- Excellent communication skills
- Extensive experience with patient scheduling
- Filing/editing patient charts
- Filing and data archiving
- Proficient with medical terminology
- Professional telephone skills
- CPR Certified

Work Experience

Concord Hospital Recovery Clinic Patient Care Coordinator
June 2021—Current day

Laconia Clinic Patient Service Representative
December 2020—June 2021

Athletic Swim Club
Water Aerobics Instructor: Choreographed Water Aerobics
Periodically over several years

Dr. Mark Horvath Dental Office
Dental Assistant: Front desk, sterilization, assisted in patient care and multiple procedures
2006-2008

Lakes Region OB/GYN
Front Desk Manager: Scheduling, hiring, managing employees, organizing and running meetings between departments at the hospital, booking surgeries, insurance clearance, billing, event planning, etc.
1992-2002

Toy Store
Assistant Manager: Scheduling, hiring/firing, marketing, accounting, banking, employee management, customer service, etc.
1991-1992

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Education

Laconia Vocational Technical College
Human Services 1992 Certificate
Management 1992 Certificate
Management Skill Classes 1997-2000 Certificate
Dental X-Ray 2005
On line classes for Nutrition
Class for Medical Terminology

Laconia High School
Graduated 1990

References

References available upon request

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NICOLE SCHNEIDER

[redacted]

I provide comprehensive care to clients and patients by developing, monitoring, and evaluating each specific case. I acknowledge that each case is unique and needs to be handled with respect and care. It is very important that I show patients and clients dignity and respect and allow them to feel heard and cared for.

EXPERIENCE

OCTOBER 2021 – PRESENT

PATIENT CARE COORDINATOR, CONCORD HOSPITAL LACONIA RECOVERY CLINIC

Remove a patients' barriers to care by identifying critical resources for the patient, and help them navigate through health care and social services, all while promoting the patients' health and overall wellness. Also, listen to a patient and their families to ensure their needs are being addressed and act as a liaison between the patient and healthcare personnel by keeping the lines of communication flowing.

JULY 2019 – OCTOBER 2021

RECOVERY COURT CASE MANAGER, HORIZONS COUNSELING CENTER

Work alongside counselors, probation officers, Belknap County Court and Judge Carroll, and other social service agencies throughout the client's time in recovery court. I also kept client's case and information organized, coordinated care with other agencies and helped clients achieve wellness while with recovery court.

MARCH 2013 – MARCH 2016

ASSISSTANT MANAGER, D'ANGELO GRILLED SANDWICHES

Assisted store manager and district manager in day-to-day decisions.
Supervised inventory, ordering and receiving
Staffing, cash management, training employees, customer services and safety procedures
March 2015 – November 2015
CATERING SALES MANAGER- scheduled catering sales for 10 restaurants in the district and advanced catering customer relations

EDUCATION

2006 - 2011

BACHELORS OF SCIENCE, MOUNT WASHINGTON COLLEGE (FORMALLY HESSER COLLEGE)

Bachelors of Science in Business Administration. Graduated Cum Laude

JUNE 2001

DIPLOMA, WINNISQUAM REGIONAL HIGH SCHOOL

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Tilton, NH

SKILLS

- Strong patient service skills in hospitality setting
- Congenial and enthusiastic
- Knowledge of business practices and procedures
- Supportive of team goals
- Excellent organizational and communication skills
- Strong attention to detail

ACTIVITIES

- Hiking
- Cooking
- Health and Wellness
- Volunteer work at the county jail
- Motorcycling

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Salaries analysis for FY 2023-24
MOUD Grant

MOUD

Name	Job Title	Salary Annual	9 Month Salary	% Paid from this Contract	Amount Paid from this Contract
Nicole Center	Patient Navigator	$42,973	$32,230	100%	$32,230
Jessica Fralic	LNA	$35,277	$26,458	10%	$2,646
Corey Gately	Director Substance Use Services	$111,321	$83,491	40%	$33,396
Shaney Blais	Practice Manager	$78,030	$58,522	20%	$11,704
Tarah Morel-Taylor	Practice Patent Care Coordinator	$40,498	$30,374	10%	$3,037
					$83,013

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24 mac

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 1, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below in **bold** for the continued provision of Medication Assisted Treatment to individuals with Opioid Use Disorders, by exercising contract renewal options to increase the total price limitation by $305,793 from $1,963,517 to $2,269,310 and extend the completion dates from June 30, 2022 to September 29, 2022, effective July 1, 2022 or upon Governor and Council approval, whichever is later. 100% Federal Funds.

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	**174360**	**Manchester**	**$323,959**	**$52,531**	**$376,490**	**O: 1/9/19, Item #9 A1: 6/24/21, Item #30 A2: 1/22/21, Item #22 A3: 9/29/21 Item #31**
LRGHealthcare	177161	Laconia	$439,526	$0	$439,526	O: 12/5/18, Item #22 A1: 1/22/19, Item #22
Mary Hitchcock Memorial Hospital	**177651**	**Lebanon**	**$513,127**	**$190,185**	**$703,312**	**O: 12/5/18, Item #22**

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						A1: 6/24/20, Item #30 A2: 1/22/21, Item #22 A3: 9/29/21 Item #31
Harbor Homes, Inc.	155358	Nashua	$271,428	$0	$271,428	O: 12/5/18 Item #22
Riverbend Community Mental Health, Inc.	177192	Concord	$271,428	$0	$271,428	O: 12/5/18, Item #22
Concord Hospital - Laconia	**355266**	**Laconia**	**$144,049**	**$63,077**	**$207,126**	**O: 6/2/2021, Item #27 A1: 9/29/21 Item #31**
		Total:	**$1,963,517**	**$305,793**	**$2,269,310**	

Funds are available in the following accounts for State Fiscal Year 2022, 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 to ensure Contractors continue providing comprehensive Medications for Substance Use Disorder (MSUD), formally referred to as Medication Assisted Treatment, to individuals with Substance Use Disorders. The Contractors will continue to provide evidence-based Medications for Substance Use Disorder for individuals with Opioid Use Disorder (OUD) who require necessary outpatient and community-based services. Medications for Substance Use Disorder is the use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of Opioid Use Disorder. These agreements also ensure the provision of services specifically designed for pregnant and postpartum women with Opioid Use Disorder including, but not limited to childcare and parenting education.

These contracts are integral for the Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response (SOR) grant to increase access to Medications for Substance Use Disorder throughout the State.

Approximately 250 individuals will be served between July 1, 2022 and September 29, 2022.

As referenced in C-1, Revisions to Standard Provisions, Section 9, Renewal, of the original contracts with Elliot Hospital of the City of Manchester and Mary Hitchcock Memorial Hospital, and as referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions

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to Form P-37, General Provision, Subsection 1.2 of the original contract with Concord Hospital - Laconia, the Department has the option to extend the agreements with Elliot Hospital of the City of Manchester and Mary Hitchcock Memorial Hospital for up to two (2) additional years, and to extend the contract with Concord Hospital, Inc. – Laconia for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the remaining three (3) months of renewal for each of the three (3) contracts. These Contractors have been integral partners and supports for the Regional Doorway system and continuing funding these contracts will ensure there is no gap in services. This renewal period will allow the Department to further assess the need for continued funding and the most efficient and effective model for service delivery and development.

Should the Governor and Executive Council not authorize this request, Individuals with Opioid Use Disorders, in need of Medications for Substance Use Disorder and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in an increase of overdoses or death during the waiting period and/or reduced motivation to seek help if it is unavailable to individuals when they are ready to seek help for Opioid Use Disorders. Any unavailability or delay in receiving Medications for Substance Use Disorder not only impacts the individual, but has potential consequences for families and communities as well, such as increase in homelessness, unemployment, and incarceration.

Areas Served: Manchester, Laconia, and Lebanon regions

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

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

100% Federal Funds

Vendor Name: Elliot Hospital of the City of Manchester — Vendor # 174360

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$40,734.00	$0.00	$40,734.00
2020	102/500731	Contracts for Program Services	92057040	$97,132.00	$0.00	$97,132.00
2021	102/500731	Contracts for Program Services	92057040	$28,500.00	$0.00	$28,500.00
2021	102/500731	Contracts for Program Services	92057047	$15,062.00	$0.00	$15,062.00
2021	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	102/500731	Contracts for Program Services	92057048	$30,000.00	$0.00	$30,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$52,531.00	$0.00	$52,531.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$35,021.00	$35,021.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$17,510.00	$17,510.00
		Sub Total		*$323,959.00*	*$52,531.00*	*$376,490.00*

Vendor Name: Harbor Homes, Inc. — Vendor # 155358

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name: LRGHealthcare — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$24,098.00	$0.00	$24,098.00
2021	102/500731	Contracts for Program Services	92057047	$96,000.00	$0.00	$96,000.00
2021	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$439,526.00*	*$0.00*	*$439,526.00*

Vendor Name: Mary Hitchcock Memorial Hospital — Vendor # 176651

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$155,941.00	$0.00	$155,941.00
2021	102/500731	Contracts for Program Services	92057040	$42,000.00	$0.00	$42,000.00
2021	102/500731	Contracts for Program Services	92057047	$30,124.00	$0.00	$30,124.00
2021	102/500731	Contracts for Program Services	92057048	$120,000.00	$0.00	$120,000.00
2022	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$105,062.00	$0.00	$105,062.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$125,128.00	$125,128.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$65,057.00	$65,057.00
		Sub Total		*$513,127.00*	*$190,185.00*	*$703,312.00*

Vendor Name: Riverbend Community Mental Health — Vendor # 177192

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$101,786.00	$0.00	$101,786.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

2021	102/500731	Contracts for Program Services	92057040	$33,928.00	$0.00	$33,928.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name Concord Hospital - Laconia — Vendor # 355356

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$33,000.00	$0.00	$33,000.00
2021	102/500731	Contracts for Program Services	92057048	$14,000.00	$0.00	$14,000.00
2022	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$49,049.00	$0.00	$49,049.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$42,976.00	$42,976.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$20,101.00	$20,101.00
		Sub Total		*$144,049.00*	*$63,077.00*	*$207,126.00*

Overall Total	$1,963,517.00	$305,793.00	$2,269,310.00

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Medication Assisted Treatment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Concord Hospital - Laconia ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 2, 2021 (Item #27) as amended on September 29, 2021, (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to General Provisions, Section 1, Subsection 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 29, 2022

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $207,126

3. Modify Exhibit C-3 Amendment #1, Budget by replacing it in its entirety with Exhibit C-4 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

4. Add Exhibit C-5 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

5/18/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Concord Hospital, Inc. - Laconia

5/12/2022
Date

DocuSigned by:
Robert Steigmeyer
Name: Robert Steigmeyer
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/27/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services			
Contractor Name:	*Concord Hospital, Inc. - Laconia*		
Budget Request for:	*Medication Assisted Treatment*		
Budget Period	*9/30/2021-6/30/2022 (FY22)*		
Indirect Cost Rate (if applicable)	0.00%		
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**	**TOTAL Program Cost**
1. Salary & Wages	$61,050	$0	$61,050
2. Fringe Benefits	$14,652	$0	$14,652
3. Consultants	$0	$0	$0
4. Equipment	$4,468	$0	$4,468
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies Office	$500	$0	$500
6. Travel	$0	$0	$0
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$2,700	$0	$2,700
8. (b) Other - Education and Training	$8,655	$0	$8,655
8. (c) Other - Other (please specify)			
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$0	$0	$0
Total Direct Costs	$92,025	$0	$92,025
Total Indirect Costs	$0	$0	$0
TOTAL	$92,025	$0	$92,025

Contractor Initials DS RS

Date 5/12/2022

BT-1.0 Exhibit C-5 Amendment #2 Budget SS-2021-BDAS-09-MEDIC-01-A02

New Hampshire Department of Health and Human Services			
Contractor Name:	*Concord Hospital, Inc. - Laconia*		
Budget Request for:	*Medication Assisted Treatment*		
Budget Period	*7/01/2022-9/29/2022 (FY23)*		
Indirect Cost Rate (if applicable)	0.00%		
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**	**TOTAL Program Cost**
1. Salary & Wages	$15,001	$0	$15,001
2. Fringe Benefits	$3,600	$0	$3,600
3. Consultants	$0	$0	$0
4. Equipment	$1,500	$0	$1,500
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies Office	$0	$0	$0
6. Travel	$0	$0	$0
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0
8. (c) Other - Other (please specify)			
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$0	$0	$0
Total Direct Costs	$20,101	$0	$20,101
Total Indirect Costs	$0	$0	$0
TOTAL	$20,101	$0	$20,101

Contractor Initials RS

Date 5/12/2022

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

August 20, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below in **bold** for the continued provision of Medication Assisted Treatment to individuals with Opioid Use Disorders, by exercising contract renewal options by increasing the total price limitation by $206,642 from $1,756,875 to $1,963,517 and extending the completion dates from September 29, 2021 to June 30, 2022, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts and subsequent amendments were approved by Governor and Council as listed in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	**174360**	**Manchester**	**$271,428**	**$52,531**	**$323,959**	**O: 1/9/19, Item #9** **A1: 8/24/21, Item #30** **A2: 1/22/21, Item #22**
LRGHealthcare	**177161**	**Laconia**	**$439,526**	**$0**	**$439,526**	**O: 12/5/18, Item #22** **A1: 1/22/19, Item #22**
Mary Hitchcock Memorial Hospital	**177651**	**Lebanon**	**$408,065**	**$105,062**	**$513,127**	**O: 12/5/18, Item #22** **A1: 8/24/20, Item #30** **A2: 1/22/21, Item #22**
Harbor Homes, Inc.	**155358**	**Nashua**	**$271,428**	**$0**	**$271,428**	**O: 12/5/18, Item #22**

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Riverbend Community Mental Health, Inc.	177192	Concord	$271,428	$0	$271,428	O: 12/5/18, Item #22
Concord Hospital - Laconia	355258	Laconia	$96,000	$49,049	$144,049	O: 8/2/2021, Item #27
		Total:	$1,756,875	$206,642	$1,963,517	

Funds are available in the following accounts for State Fiscal Year 2022, 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 continue providing comprehensive Medication Assisted Treatment to individuals with Substance Use Disorder by using FDA-approved medications while ensuring the provision of services specifically designed for pregnant and postpartum women with Opioid Use Disorder.

Approximately 1,000 individuals will be served during State Fiscal Year 2022.

The Department will monitor contracted services through monthly reports to ensure:

- Fifty percent (50%) of individuals with Opioid Use Disorder referred to the Contractors for Medication Assisted Treatment services receive at least three (3) clinically appropriate, Medication Assisted Treatment related services.
- One hundred percent (100%) of clients seeking services that enter care directly through the Contractors, who consent to information sharing with the Regional Doorway for Opioid Use Disorder services, receive a Doorway referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Contractors by the Regional Doorway for Opioid Use Disorder services have proper consents in place for transfer of information for the purposes of data collection between the Doorway and the Contractors.

As referenced in C-1, Revisions to Standard Contract Language of the original contracts for Elliot Hospital of the City of Manchester and Mary Hitchcock Memorial Hospital, and as referenced in Exhibit A, Revisions to Standard Agreement Provisions Language of the original contract with Concord Hospital - Laconia, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for nine (9) months of the one (1) year available.

Should the Governor and Executive Council not authorize this request, individuals with Opioid Use Disorder in need of Medication Assisted Treatment and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in an increase of overdoses during the waiting period and/or reduced motivation to seek help if it is unavailable to individuals when they are ready to seek help for Opioid Use Disorder.

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Area Served: Area served: Manchester, Laconia, and Lebanon regions

Source of Funds: CFDA #93.788, FAIN #T1081685 and CFDA #93.788, FAIN #T1083328.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

100% Federal Funds

Vendor Name: Elliot Hospital of the City of Manchester — Vendor # 174360

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$40,734.00	$0.00	$40,734.00
2020	102/500731	Contracts for Program Services	92057040	$97,132.00	$0.00	$97,132.00
2021	102/500731	Contracts for Program Services	92057040	$28,500.00	$0.00	$28,500.00
2021	102/500731	Contracts for Program Services	92057047	$15,062.00	$0.00	$15,062.00
2021	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	102/500731	Contracts for Program Services	92057048	$30,000.00	$0.00	$30,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$52,531.00	$52,531.00
		Sub Total		*$271,428.00*	*$52,531.00*	*$323,959.00*

Vendor Name: Harbor Homes, Inc. — Vendor # 155358

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name: LRGHealthcare — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$24,098.00	$0.00	$24,098.00
2021	102/500731	Contracts for Program Services	92057047	$96,000.00	$0.00	$96,000.00
2021	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$439,526.00*	*$0.00*	*$439,526.00*

Vendor Name: Mary Hitchcock Memorial Hospital — Vendor # 176651

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$155,941.00	$0.00	$155,941.00
2021	102/500731	Contracts for Program Services	92057040	$42,000.00	$0.00	$42,000.00
2021	102/500731	Contracts for Program Services	92057047	$30,124.00	$0.00	$30,124.00
2021	102/500731	Contracts for Program Services	92057048	$120,000.00	$0.00	$120,000.00
2022	102/500731	Contracts for Program Services	92057048	$60,000.00	$0.00	$60,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$105,062.00	$105,062.00
		Sub Total		*$408,065.00*	*$105,062.00*	*$513,127.00*

Vendor Name: Riverbend Community Mental Health — Vendor # 177192

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$101,786.00	$0.00	$101,786.00
2020	102/500731	Contracts for Program Services	92057040	$135,714.00	$0.00	$135,714.00
2021	102/500731	Contracts for Program Services	92057040	$33,928.00	$0.00	$33,928.00
2021	102/500731	Contracts for Program Services	92057047	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00
2022	102/500731	Contracts for Program Services	92057048	$0.00	$0.00	$0.00

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$0.00	$0.00
		Sub Total		*$271,428.00*	*$0.00*	*$271,428.00*

Vendor Name Concord Hospital - Laconia — Vendor # 355356

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2020	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057040	$0.00	$0.00	$0.00
2021	102/500731	Contracts for Program Services	92057047	$33,000.00	$0.00	$33,000.00
2021	102/500731	Contracts for Program Services	92057048	$14,000.00	$0.00	$14,000.00
2022	102/500731	Contracts for Program Services	92057048	$48,000.00	$0.00	$48,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	$0.00	$49,049.00	$49,049.00
		Sub Total		*$95,000.00*	*$49,049.00*	*$144,049.00*

Overall Total	$1,756,875.00	$206,642.00	$1,963,517.00

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Medication Assisted Treatment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Concord Hospital - Laconia ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 2, 2021 (Item #27), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to General Provisions, Section 1, Subsection 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:

   Concord Hospital - Laconia

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $144,049.

4. Modify Exhibit A, Section 8, State Opioid Response (SOR) Grant Standards, Subsection 8.3 to read:

   8.3 Reserved

5. Modify Exhibit B, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, Subsection 8.10., to read:

   8.10. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or provide treatment using marijuana. The Contractor shall ensure:

   8.10.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

   8.10.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental disorders.

   8.10.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

6. Modify Exhibit B, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, by adding Paragraph 8.12., to read:

   8.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan

Includes:

8.12.1 Internal policies for the distribution of Fentanyl strips;

8.12.2 Distribution methods and frequency; and

8.12.3 Other key data, as requested by the Department.

7. Modify Exhibit C, Payment Terms, Section 1, to read:

1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.

8. Modify Exhibit C, Payment Terms, Section 3, to read:

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 item, as specified in Exhibit C-1, Budget through Exhibit C-3, Amendment #1 Budget, SOR II.

9. Modify Exhibit C, Payment Terms, Section 5., to read:

5. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

5.1. Backup documentation includes, but is not limited to:

5.1.1. General Ledger showing revenue and expenses for the contract.

5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

5.1.3. Invoices supporting expenses reported.

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

5.1.3.1.7. Per SAMSHA requirements, meals are generally

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

5.1.3.1.8. Cell phones and cell phone minutes for clients.

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

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

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

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

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

10. Add Exhibit C-3, Amendment #2 Budget, SOR II, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

9/8/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Concord Hospital, Inc. – Laconia

9/7/2021
Date

DocuSigned by:
Scott W Sloane
Name: Scott W Sloane
Title: Chief Financial Officer

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

OFFICE OF THE ATTORNEY GENERAL

9/9/2021
Date

DocuSigned by:
J. Christopher Marshall
Name: J. Christopher Marshall
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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[redacted]

[redacted]

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

[redacted]

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS Contract Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	[redacted]		[redacted]				[redacted]		[redacted]
2. Employee Benefits	[redacted]		[redacted]				[redacted]		[redacted]
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation	[redacted]		[redacted]				[redacted]		[redacted]
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications	[redacted]		[redacted]				[redacted]		[redacted]
11. Staff Education and Training	[redacted]		[redacted]				[redacted]		[redacted]
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	[redacted]		[redacted]				[redacted]		[redacted]

Indirect As A Percent of Direct

[redacted]

Contractor Initials [redacted]
Date 9/7/2021

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Lori A. Shibinette
Commissioner

Karja S. Fox
Director

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

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

May 17, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** contract with Concord Hospital, Inc. - Laconia (Vendor #355356) of Laconia, New Hampshire, for the provision of Medication Assisted Treatment to individuals with Opioid Use Disorders in the amount of $95,000, with the option to renew for up to one (1) additional year, effective retroactive to May 1, 2021 upon Governor and Council approval through September 29, 2021. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Program Svs	92057047	$33,000
2021	102-500731	Contracts for Program Svs	92057048	$14,000
2022	102-500731	Contracts for Program Svs	92057040	$48,000
			Total	$95,000

EXPLANATION

This request is Retroactive because LRGHealthcare, one of the Department's original contractors to provide medication assisted treatment to individuals with opioid use disorders, filed for bankruptcy in October of 2020 and its assets were acquired by Concord Hospital, Inc. – Laconia, effective May 1, 2021. As part of the acquisition agreement approved by the New Hampshire Attorney General's Office, Concord Hospital, Inc. – Laconia is required to provide all contract services previously provided by LRGHealthcare in the contract approved by the Governor and Executive Council on December 15, 2018 Item #22, and amended on January 22, 2021 Item

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#22. This new contract transfers all existing obligations and the remaining price limitation of the original contract to Concord Hospital, Inc., - Laconia.

This request is **Sole Source** due to the bankruptcy and acquisition agreement, as LRGHealthcare was the Contractor selected by the Department to provide Medication Assisted Treatment in the Laconia Region as part of the statewide system designed to deliver coordinated services.

The purpose of this request is to allow the Contractor to provide comprehensive Medication Assisted Treatment to individuals with Substance Use Disorder by using FDA-approved medications. In addition to MAT services for general community members, the Contractor will ensure the provision of services specifically designed for pregnant and postpartum women with Opioid Use Disorder.

Approximately 135 individuals with substance use disorder who are in need of medication assisted treatment will be served from May 1, 2021 to September 29, 2021.

The Department will monitor contracted services through monthly reports to ensure:

- Fifty percent (50%) of individuals with Opioid Use Disorder referred to the Contractor for Medication Assisted Treatment services receive at least three (3) clinically appropriate, Medication Assisted Treatment related services.
- One hundred percent (100%) of clients seeking services that enter care directly through the Contractor, who consent to information sharing with the Regional Doorway for Opioid Use Disorder services, receive a Doorway referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Contractor by the Regional Doorway for Opioid Use Disorder services have proper consents in place for transfer of information for the purposes of data collection between the Doorway and the Contractor.

Should the Governor and Executive Council not authorize this request, individuals with opioid use disorder in need of Medication Assisted Treatment and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in an increase of overdose fatalities during the waiting period and/or reduced motivation to seek help if it is unavailable to individuals when they are ready to seek assistance for Opioid Use Disorder.

Area served: Laconia Region.

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

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

Subject: Medication Assisted Treatment (SS-2021-BDAS-09-MEDIC)

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 Concord Hospital, Inc. - Laconia		1.4 Contractor Address 80 Highland Street, Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-3211	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2021	1.8 Price Limitation $95,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Scott W Sloane Date: 4/30/2021		1.12 Name and Title of Contractor Signatory Scott W Sloane Chief Financial Officer	
1.13 State Agency Signature Katja Fox Date: 4/30/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Tatiana Rakhmatova		On: 5/5/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials SWS
Date 4/30/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials SWS
Date 4/30/2021

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials SWS

Date 4/30/2021

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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.

Contractor Initials SWS
DS

Date 4/30/2021

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New Hampshire Department of Health and Human Services
Medication Assisted Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2021. ("Effective Date").

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Exhibits D through K are attached hereto and incorporated by reference herein.

2. Scope of Work – Community Based

2.1. The Contractor shall provide comprehensive MAT for individuals with opioid use disorder including, but not limited to delivering outpatient or intensive outpatient treatment to individuals with Opioid Use Disorder (OUD) in accordance with the American Society of Addiction Medicine (ASAM) criteria.

2.2. The Contractor shall be a certified Opioid Treatment Program in accordance with He-A 304 if methadone is used for patients served under this contract.

2.3. The Contractor shall coordinate services with community-based agencies that provide non-SUD treatment services to individuals with OUD in need of additional human service agency services and supports.

2.4. The Contractor shall ensure new patients are provided with an initial meeting that will assist them with:

2.4.1. Gaining a full understanding of the clinic's guidelines.

2.4.2. Obtaining insurance benefits, community services; and counseling.

2.5. The Contractor shall ensure patient-centered care and attention to overdose prevention by using tools which include, but are not limited to:

2.5.1. Center for Disease Control (CDC) opioid prescribing guidelines.

2.5.2. Substance Abuse and Mental Health Services Administration's (SAMHSA's) Opioid Overdose Prevention Toolkit.

2.5.3. State published Guidance Document on Best Practices: Key Components for Delivering Community Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire.

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2.6. The Contractor shall provide OUD treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. (More information can be found at: http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.7. The Contractor shall provide interim OUD treatment services when the needed treatment services are not available to the client within forty-eight (48) hours of referral. Interim services shall include:

2.7.1. At least one sixty (60) minute individual or group outpatient session per week.

2.7.2. Recovery support services (RSS) as needed by the client.

2.7.3. Daily calls to the client to assess and respond to any emergent needs.

2.8. The Contractor shall ensure that clients are able to move seamlessly between levels of care within a group of services. At a minimum, the Vendors must:

2.8.1. Collaborate with the Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s) served.

2.8.2. Participate in the Regional Continuum of Care Workgroup(s).

2.8.3. Coordinate all services delivered to clients with the local Regional Hub for OUD services (hereafter referred to as "Doorway") including, but not limited to accepting clinical evaluation results for level of care placement from the Doorway.

2.9. Before disclosing or re-disclosing any patient information, the Contractor shall ensure that all required patient consent or authorizations to disclose or further disclose confidential protected health information (PHI) or substance use disorder treatment information (SUD) according to all state rule, state and federal law and the special rules for redisclosure in 42 CFR part 2 have been obtained.

2.10. The Contractor shall modify their office electronic health record (EHR) and clinical work flow to ensure required screening activities by clinical staff and appropriate required data collection by care coordinators.

2.11. The Contractor shall establish and maintain formal and effective partnerships with behavioral health, OUD specialty treatment, and RSS, and medical practitioners to meet the needs of the patients served.

2.12. The Contractor shall collaborate and develop formal referral and information sharing agreements with other providers that offer services to individuals with OUD, including the local Doorway.

2.13. The Contractor shall communicate client needs with the Doorway(s) to ensure client access to financial assistance through flexible needs funds managed by the Doorway(s).

2.14. The Contractor shall maintain the infrastructure necessary to:

2.14.1. Achieve the goals of MAT expansion.

2.14.2. Meet SAMHSA requirements.

2.14.3. Deliver effective medical care to patients served under this contract.

2.15. The Contractor shall actively participate in state-funded projects which include, but are not limited to:

2.15.1. "Community of Practice for MAT."

2.15.2. Project-specific trainings.

2.15.3. Quarterly web-based discussions.

2.15.4. On-site Technical Assistance (TA) visits.

2.15.5. Ad hoc communication with expert consultants on MAT clinical care topics such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV) prevention, diversion risk mitigation and other relevant issues.

2.16. The Contractor shall ensure compliance with confidentiality requirements which include, but are not limited to:

2.16.1. Federal and state laws and New Hampshire state administrative rules.

2.16.2. HIPAA Privacy Rule.

2.16.3. 42 C.F.R Part 2.

2.17. The Contractor shall have policies and procedures in place to ensure that all staff are trained in the areas listed in Subsection 2.16 and will safeguard all confidential information.

2.18. The Contractor shall participate in all evaluation activities associated with the funding opportunity, including national evaluations.

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2.19. The Contractor shall utilize a Quality Management System (QMS) to support quality improvement in order to ensure the standard of care for clients continuously improves which includes, but is not limited to:

2.19.1. Sustaining and improving performance in all patient care areas and supportive areas.

2.19.2. Improving the health and quality of life of community members.

2.19.3. Optimizing safety and preventing adverse events.

2.20. The Contractor shall implement correction action based on ongoing monitoring, using findings reported to the Senior Team and their CQI (Quality Improvement) Committee through the use of the FOCUS model (Find a process, Organize, Clarify, Understand, and Select a strategy) and the PDSA Cycle (Plan, Do, Study, Act).

2.21. The Contractor shall utilize the State's Prescription Drug Monitoring Program (PDMP) database to mitigate prescription drug diversion or harmful interactions.

2.22. The Contractor shall develop, obtain Department approval, and implement outreach and marketing activities specifically designed to engage the population(s) identified in the community using MAT and wrap around services that are culturally appropriate and follow Culturally and Linguistically Appropriate Standards (CLAS) standards.

2.23. The Contractor shall assess, plan, implement, and have improvement measures for the program.

2.24. The Contractor shall ensure meaningful input of patients in program assessment, planning, implementation, and improvement by implementing a We're Listening campaign, which allows patients to provide feedback through formal surveys and formal and/or informal sharing with individuals and departments including, but not limited to:

2.24.1. Staff.

2.24.2. The Department manager.

2.24.3. The Quality, Safety, and Patient Experience Department.

2.24.4. The Patient Relations Coordinator.

2.25. The Contractor shall have billing capabilities which include, but are not limited to:

2.25.1. Enrolling with Medicaid and other third party payers.

2.25.2. Contracting with managed care organizations and insurance companies for MAT.

2.25.3. Having a proper understanding of the hierarchy of the billing process.

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2.26. The Contractor shall assist patients with obtaining either on-site or off-site RSSs including, but not limited to:

2.26.1. Transportation.

2.26.2. Childcare.

2.26.3. Peer support groups.

2.26.4. Recovery coach.

2.27. The Contractor shall establish agreements with specialty treatment organizations that can provide higher levels of OUD treatment and co-occurring mental health treatment.

2.28. If training or other services on behalf of the Department involve the use of social media or a website which solicits information of individuals, the Contractor shall collaborate with the DHHS Communications Bureau to ensure that NH DoIT website requirements are met, and that any Protected Health Information (PHI), Substance Use Disorder treatment data (SUD), Personal Information (PI), or other confidential information solicited shall not be maintained, stored or captured and shall not be further disclosed except as expressly provided in the contract.

2.29. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor shall ensure that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

3. Additional Scope of Services for Pregnant and Postpartum Women

3.1. The Contractor shall provide trauma-informed MAT services and supports to pregnant and postpartum women up to twelve (12) months postpartum.

3.2. The Contractor shall provide patients with referrals to resources including, but not limited to:

3.2.1. Local counselors.

3.2.2. Financial counselors.

3.2.3. Transportation assistance.

3.3. The Contractor shall ensure patient-centered, effective, integrated care and attention to overdose prevention by using tools that include, but are not limited to care guidelines for Obstetric and Gynecologic (OB/GYN) providers and delivery hospitals developed by the Northern New England Perinatal Quality Improvement Network (NNEPQIN), when applicable.

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3.4. The Contractor shall ensure ongoing communication and care coordination with entities involved in the patients' care including, but not limited to child protective services, treatment providers, and home visiting services, when applicable.

3.5. The Contractor shall ensure that treatment is provided in a child-friendly environment with RSS available to participants including, but not limited to childcare.

3.6. The Contractor shall provide patients with access to Caring for Kids pediatric services which includes, but is not limited to:

3.6.1. Twenty-four hour, seven day a week (24/7) on-call pediatricians.

3.6.2. A family friendly, comfortable location.

3.6.3. Designated areas for well and sick children.

3.6.4. Experienced pediatricians who are:

3.6.4.1. Engaged in the community.

3.6.4.2. Leaders in community health for children.

3.6.5. Private Mother's Room for nursing mothers and a Lactation Support Group with a certified lactation consultant.

3.6.6. Depression screenings and referrals for new mothers.

3.7. The Contractor shall provide patients with access to Caring for Women services that provide:

3.7.1. Obstetric/gynecological (OBGYN) healthcare to women of all ages.

3.7.2. Prenatal care.

3.7.3. Meetings with a social worker who determines any trauma history and refers patients to appropriate care.

3.7.4. Written information on topics including, but not limited to:

3.7.4.1. The risks of substance use while pregnant.

3.7.4.2. Neonatal abstinence syndrome.

3.7.4.3. Breastfeeding.

3.7.4.4. The interactions of pharmacotherapy.

3.8. The Contractor shall participate in the development of an Infant Plan of Safe Care (POSC) with birth attendants, the infant's parents or guardians, and the Department for each infant affected by illicit substance use, withdrawal symptoms, or a Fetal Alcohol Spectrum Disorder in order to:

3.8.1. Ensure the safety and well-being of the infant.

3.8.2. Address the health and opioid use treatment needs of the infant and affected family members or caregivers.

3.8.3. Ensure that appropriate referrals are made.

3.8.4. Ensure that services are delivered to the infant and affected family members or caregivers.

3.9. The Contractor shall provide parenting supports to patients including, but not limited to:

3.9.1. Parenting groups.

3.9.2. Childbirth education.

3.9.3. Safe sleep education.

3.9.4. Well child education.

4. Staffing

4.1. The Contractor shall meet the minimum MAT team staffing requirements which includes, but is not limited to at least one (1):

4.1.1. Waivered prescriber.

4.1.2. Masters Licensed Alcohol and Drug Counselor (MLADC); or master licensed behavioral health provider with addiction training.

4.1.3. Care coordinator.

4.1.4. Non-clinical/administrative staff.

4.1.5. Recovery Coach/Patient Navigator.

4.2. The Contractor shall ensure that all unlicensed staff providing treatment, education, and/or RSS:

4.2.1. Are under the direct supervision of a licensed supervisor.

4.2.2. Receive confidentiality training pursuant to vendor policies and procedures in compliance of NH State administrative rule, and state and federal laws.

4.3. The Contractor shall ensure that no licensed supervisor supervises more than twelve (12) unlicensed staff, unless the Department has approved an alternative supervision plan.

4.4. The Contractor shall ensure that unlicensed staff providing clinical or RSS hold a CRSW within twelve (12) months of hire or from the effective date of this contract, whichever is later.

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5. Training

5.1. The Contractor shall ensure the availability of initial and on-going training resources to all staff to include buprenorphine waiver training for interested physicians, nurse practitioners, and physician assistants.

5.2. The Contractor shall develop a plan, for Department approval, to train and engage appropriate staff regarding buprenorphine waiver training.

5.3. The Contractor shall participate in training and technical assistant activities as directed by the Department including, but not limited to the Community of Practice for MAT which may include, but is not limited to:

5.3.1. Project-specific trainings, including trainings on coordinating client referrals for collection of data through the Government Performance and Results Modernization Act of 2010 (GPRA).

5.3.2. Quarterly web-based discussions.

5.3.3. On-site technical assistance visits.

5.3.4. Ad hoc communication with expert consultants regarding MAT clinical care topics including, but not limited to:

5.3.4.1. HCV and HIV prevention.

5.3.4.2. Diversion risk mitigation.

5.3.4.3. Other relevant issues.

5.4. The Contractor shall train staff as appropriate on relevant topics including, but not limited to:

5.4.1. MAT (e.g. prescriber training for buprenorphine).

5.4.2. Care coordination.

5.4.3. Trauma-informed wrap around care/RSS delivery best practices.

5.4.4. Evidence-Based Practices (EBPs) such as Screening, Brief Intervention, and Referral to Treatment (SBIRT), Cognitive Behavioral Therapy (CBT), and other training needs.

5.4.5. Safeguarding protected health information (PHI), substance use disorder treatment information (SUD) and any individually identifiable patient information.



6. Reporting and Deliverable Requirements

6.1. The Contractor shall coordinate the sharing of client data and service needs with the Doorway(s) to ensure that each patient served has a GPRA interview completed at intake, six (6) months, and discharge.

6.2. The Contractor shall gather and submit de-identified, aggregate patient data to the Department by the tenth (10th) day of each month using a Department-approved method. The Contract shall ensure the data collected includes, but is not limited to::

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

6.3. The Contractor shall submit monthly reports on federally required data points specific to funding sources, as identified by SAMHSA and detailed in Exhibit C.

6.4. The Contractor shall provide a final report with de-identified, aggregate data to the Department within thirty (30) days of the termination of the contract regarding work plan progress including, but not limited to:

6.4.1. Policies and practices established.

6.4.2. Outreach activities.

6.4.3. Demographics (gender, age, race, ethnicity) of population served.

6.4.4. Outcome data (as directed by the Department).

6.4.5. Patient satisfaction findings.

6.4.6. Description of challenges encountered and action taken.

6.4.7. Other progress to date.

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6.4.8. A sustainability plan to continue to provide MAT services to the target population(s) beyond the completion date of the contract, subject to approval by the Department.

6.5 The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.

7. Performance Measures

7.1. The Contractor shall ensure that 50% of individuals with OUD referred to the Contractor for MAT services receive at least three (3) clinically-appropriate, MAT-related services.

7.2. The Contractor shall ensure that 100% of patients referred by other Hub(s) have proper consents in place for transfer of information for the purposes of data collection between the other Hub(s) and the Contractor.

7.3. The Contractor shall increase the number of patients enrolled in the MAT program by 25%.

7.4. The Contractor shall ensure that 50% of patients remain in the program for twelve (12) months.

7.5. The Contractor shall exceed customer expectations by achieving Clinician and Group Consumer Assessment of Healthcare Providers and Systems (CG-CAHP) scores equal to or greater than the 75th percentile ranking.

7.6. The Contractor shall ensure Provider Dashboard data meets or exceeds national benchmarks according to CG-CAHPS measurement tool.

7.7. The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

8. State Opioid Response (SOR) Grant Standards

8.1 In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:

8.1.1 Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.

8.1.2 Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.

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8.1.3 Only provides medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

8.2 The Contractor shall ensure that only FDA-approved MAT for OUD is utilized.

8.3 The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.

8.4 The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.

8.5 The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.

8.5.1 If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

8.5.2 The Department reserves the right to terminate the contract and liquidate unspent funds, if services are not in place within ninety (90) days of the contract effective date.

8.6 The Contractor shall accept clients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

8.7 The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

8.8 The Contractor shall ensure that all clients are regularly screened for, tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

8.9 The Contractor shall collaborate with the Department to understand and comply with all appropriate DHHS, State of NH, SAMHSA, and other Federal terms, conditions, and requirement.

8.10 The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:

8.10.1 Treatment in this context includes the treatment of opioid use disorder (OUD).

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8.10.2 Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

8.10.3 This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

8.10.4 Attestations will be provided to the Contractor by the Department.

8.10.5 The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.

8.11 The Contractor shall refer to Exhibit C for grant terms and conditions including, but not limited to:

8.11.1 Invoicing;

8.11.2 Funding restrictions; and

8.11.3 Billing.

New Hampshire Department of Health and Human Services
Medication Assisted Treatment

EXHIBIT C

Payment Terms

1. This Agreement is funded by100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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 item, as specified in Exhibit C-1 Budget through Exhibit C-3 Budget.
4. The Contractor shall seek payment for services, as follows:
   4.1. First, the Contractor shall charge the client's private insurance or other payor sources.
   4.2. Second, the Contractor shall charge Medicare.
   4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
      4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
      4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   4.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
   4.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall

be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

5.1. Backup documentation includes, but is not limited to:

5.1.1. General Ledger showing revenue and expenses for the contract.

5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

5.1.3. Invoices supporting expenses reported.

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

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

5.1.3.1.8. Cell phones and cell phone minutes for clients.

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

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

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

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

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

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

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

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

8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

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

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

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

12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services, including failure to submit required monthly and/or quarterly reports.

13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

New Hampshire Department of Health and Human Services
Medication Assisted Treatment

EXHIBIT C

14. Audits

14.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

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

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

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

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

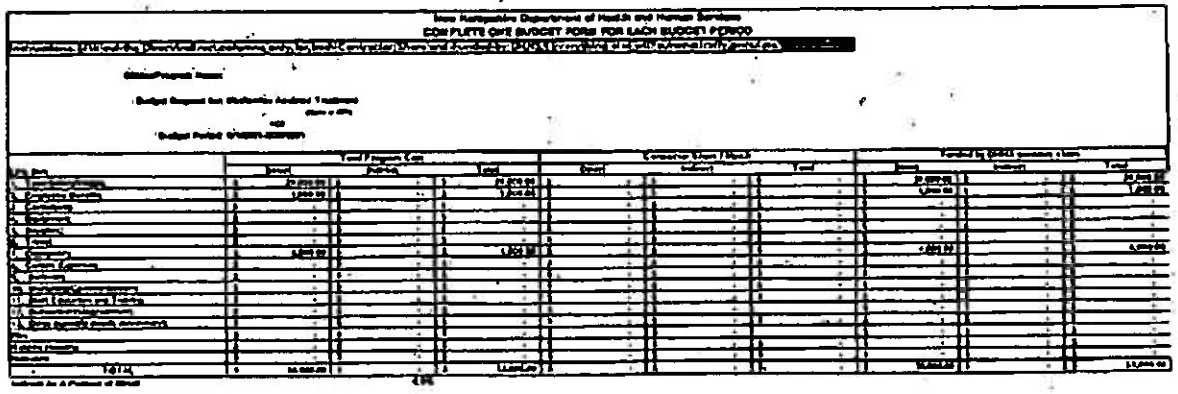
14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

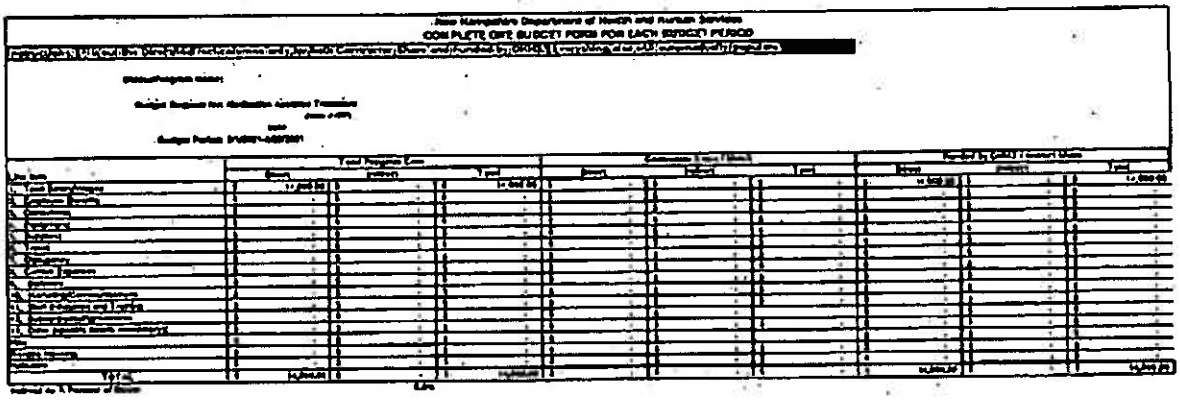
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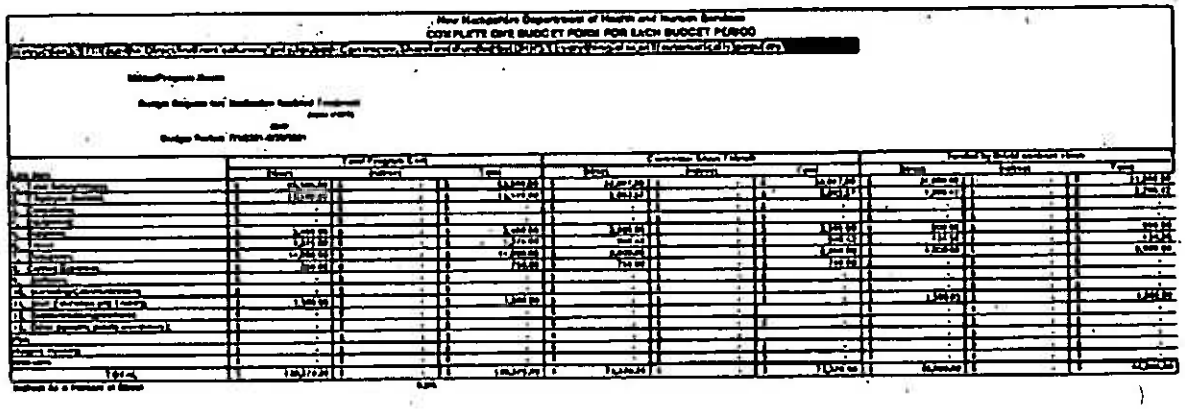
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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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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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:

4/30/2021
Date

Scott W Sloane
Name: Scott W. Sloane
Title: Chief Financial Officer

Vendor Initials SWS
Date 4/30/2021

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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:

4/30/2021
Date

DocuSigned by:
Scott W Sloane
Name: Scott W Sloane
Title: Chief Financial Officer

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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 (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:

4/30/2021
Date

DocuSigned by:
Scott W Sloane
Name: Scott W Sloane
Title: Chief Financial Officer

Contractor Initials SWS
Date 4/30/2021

DocuSign Envelope ID: ED724105-7FF5-4206-910C-ABE690385494

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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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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:

4/30/2021
Date

Scott W Sloane
Name: Scott W Sloane
Title: Chief Financial Officer

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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:

4/30/2021
Date

DocuSigned by:
Scott W Sloane
Name: Scott W Sloane
Title: Chief Financial Officer

Contractor Initials SWS
Date 4/30/2021

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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 SWS

Date 4/30/2021

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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

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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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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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	Concord Hospital - Laconia
The State	Name of the Contractor
Katja Fox	Scott W Sloane
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Scott W Sloane
Name of Authorized Representative	Name of Authorized Representative
Director	Chief Financial Officer
Title of Authorized Representative	Title of Authorized Representative
4/30/2021	4/30/2021
Date	Date

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

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

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

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

Contractor Name:

DocuSigned by:
Scott W Sloane

4/30/2021
Date

Name: Scott W Sloane
Title: Chief Financial Officer

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Date 4/30/2021

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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: 07397739

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: _____

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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.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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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