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

29 HAZEN DRIVE, CONCORD, NH 03301-3857
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

March 30, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Mary Hitchcock Memorial Hospital for itself and on behalf of Dartmouth-Hitchcock Clinic (collectively doing business as "Dartmouth-Hitchcock"), (VC #177160), Lebanon, NH to continue to provide Alliance on Innovation in Maternal Health patient safety bundles to reduce maternal mortality, by increasing the price limitation by $434,556 from $325,226 to $759,782 and by extending the completion date from June 30, 2023 to June 30, 2025, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 10, 2020, item #12, and amended on June 16, 2021, item #34, and most recently amended on March 9, 2022, item #17.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

05-95-90-902010-34870000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, MATERNAL MORTALITY – 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Program Services	90080478	$68,278	$0	$68,278
2021	102-500731	Contracts for Program Services	90080478	$68,278	$0	$68,278
2022	102-500731	Contracts for Program Services	90080478	$68,278	$0	$68,278

2023	102-500731	Contracts for Program Services	90080478	$68,278	$0	$68,278
2024	102-500731	Contracts for Program Services	90080478	$0	$66,278	$66,278
2025	102-500731	Contracts for Program Services	90080478	$0	$68,278	$68,278
			Subtotal	**$273,112**	**$134,556**	**$407,668**

05-95-90-902010-45260000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, MCH DATA LINKAGE – 100%FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Pub Asst and Rel	90080125	$52,114	$0	$52,114
2023	074-500589	Grants for Pub Asst and Rel	90080125	$0	$0	$0
2024	074-500589	Grants for Pub Asst and Rel	90080125	$0	$0	$0
2025	074-500589	Grants for Pub Asst and Rel	90080125	$0	$0	$0
			Subtotal	**$52,114**	**$0**	**$52,114**

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS; PUBLIC HEATLH DIV, BUREAU OF COMM & HEALTH SERV, MATERNAL - CHILD HEALTH 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500589	Grants for Pub Asst and Rel	90004009	$0	$100,000	$100,000
2024	074-500589	Grants for Pub Asst and Rel	90004009	$0	$100,000	$100,000
2025	074-500589	Grants for Pub Asst and Rel	90004009	$0	$100,000	$100,000
			Subtotal	***$0***	***$300,000***	***$300,000***
			Total	**$325,226**	**$434,556**	**$759,782**

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. Additionally, the Department is seeking to extend the agreement beyond the completion date and there are no renewal options available. RSA 132:30 stipulates that the Northern New England Perinatal Quality Improvement Network at Dartmouth Health work with the Department on both reducing maternal mortality and morbidity and abstracting/co-facilitating the Maternal Mortality Review Committee. The Contractor is therefore the only vendor able to provide the necessary services.

The purpose of this request is for the Contractor to continue collaboration with the Alliance on Innovation in Maternal Health (AIM) to implement a minimum of two (2) AIM evidence-based patient safety bundles, which is a structured way of delivering health care, to provide a standardized approach to improve the quality of health care provided to pregnant woman impacted by opioid use and other substances. Opioid overdose is a leading cause of pregnancy-associated deaths in New Hampshire. Each patient safety bundle includes a set of straightforward evidence-based clinical practices that when performed collectively and consistently has been proven to reduce maternal mortality and pregnancy associated deaths. These patient safety bundles help pregnant woman and their families access support for behavioral health, mental health, and other community resources, which help prevent substance misuse associated illness and death during pregnancy, and will also result in cost savings to the Department.

The Contractor will also continue to support the Department's Maternal Mortality Review Committee, which includes, but is not limited to collecting maternal death information, abstracting medical and non-medical records on maternal death cases, and participating in reviews of maternal death cases.

The Department will monitor services to ensure:

- 100% attendance at, and successful completion of, the national AIM Data Community of Learning to address data quality and share best practices in addressing needs of the New Hampshire birthing facilities in implementing these bundles.
- Completion of at least one AIM data training session with the Department for all of the participating birthing locations to identify barriers to reporting AIM bundle-specific outcome measures, including the percent of pregnant and postpartum people screened for substance misuse and validated screening tools and resources shared with prenatal care sites.
- Timely submission of quarterly aggregate data reports to the Department regarding AIM program progress, which include outcome measures associated with the patient safety bundles being implemented.

Should the Governor and Council not authorize this request, the Department will not be able to effectively address opioid related disorders in pregnant women in New Hampshire, which may result in an increase in maternal mortality related to opioid misuse.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number (ALN) 93.478, Federal Award Identification Number (FAIN) NU58DP006693; ALN 93.991, FAIN B04MC45230.

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
Interim Commissioner

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

This Amendment to the Enhancing Reviews and Surveillance to Eliminate Maternal Mortality contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mary Hitchcock Memorial Hospital for itself and on behalf of Dartmouth-Hitchcock Clinic (collectively doing business as "Dartmouth-Hitchcock") ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 10, 2020 (Item #12), as amended on June 16, 2021 (Item #34), and most recently amended on March 9, 2022 (Item #17), 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, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:

   05-95-90-902010-34870000
   05-95-90-902010-45260000
   05-95-90-902010-51900000

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

   June 30, 2025

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

   $759,782

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

   Robert W. Moore, Director

5. Modify Exhibit A – Amendment #1, Scope of Services, by adding Subsections 2.19 through 2.21, to read:

   2.19 The Contractor shall establish a patient safety bundle learning collaborative comprised of perinatal care providers.

   2.20 The Contractor shall facilitate collaborative monthly webinars on AIM and Maternal Mortality (in addition to learning collaborative).

   2.21 The Contractor shall provide the following AIM data quality activities:

   2.21.1 Provision of 1:1 data quality assessment/support to participating birth hospitals and birth centers;

   2.21.2 Inclusion of content on data quality in monthly webinars; and

   2.21.3 In collaboration with the Department, develop a hospital-level disparities dashboard to track statewide and institution-specific metrics disaggregated by race, ethnicity, and payor.

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

   2. This agreement is funded by 100% Federal Funds:

      2.1. 54% Federal Funds from the Preventing Maternal Deaths: Supporting Maternal Mortality Review Committees Grant, as awarded on June 30, 2021, by the U.S. Department of Health and Human Services, Centers for Disease Control & Prevention, Assistance Listing Number (ALN) 93.478, Federal Award Identification Number (FAIN) NU58DP006693.

      2.2. 7% Federal Funds from the New Hampshire MCH Data Linkage Project, as awarded on August 18, 2021 by the U.S. Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Federal Consolidated Programs, ALN 93.110, FAIN H1800033.

      2.3. 39% Federal Funds from the Maternal and Child Health Federal Consolidated Programs, as awarded on October 19, 2021 by the U.S. Department of Health and Human Services, Health Resources and Services Administration, ALN #93.991, FAIN B04MC45230.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

   4.1 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 items as specified in Exhibit B-1, Budget through Exhibit B-7 Budget – Amendment #3.

8. Modify Exhibit B-4, Budget - Amendment #1 by replacing it in its entirety with Exhibit B-4 Budget – Amendment #3, which is attached hereto and incorporated by reference herein.

9. Add Exhibit B-6 Budget – Amendment #3, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-7 Budget – Amendment #3, 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.

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

5/2/2023
Date

DocuSigned by:
Patricia M. Tilley
8485938E5BFD4C8...
Name: Patricia M. Tilley
Title: Director

Mary Hitchcock Memorial Hospital for itself and on behalf of Dartmouth-Hitchcock Clinic (collectively doing business as "Dartmouth-Hitchcock")

5/2/2023
Date

DocuSigned by:
Edward Merrens
8ACA3CFCA0CC428...
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

5/4/2023
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:

Exhibit B-4 Budget - Amendment #3

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Mary Hitchcock Memorial Hospital for itself and on behalf of Dartmouth-Hitchcock Clinic*

Budget Request for: *Enhancing Reviews and Surveillance to Eliminate Maternal Mortality*

Budget Period *7/1/2022 - 6/30/2023*

Indirect Cost Rate (if applicable) 15.50%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	$100,227	$0
2. Fringe Benefits	$26,435	$0
3. Consultants	$9,750	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(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	$5,634	$0
6. Travel	$3,149	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$500	$0
8. (c) Other - Other (specify below)		
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$145,695	$0
Total Indirect Costs	$22,583	$0
TOTAL	**$168,278**	**$0**

Contractor Initials

Date 5/16/2022

Exhibit B-6 Budget - Amendment #3

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Mary Hitchcock Memorial Hospital for itself and on behalf of Dartmouth-Hitchcock Clinic*

Budget Request for: *Enhancing Reviews and Surveillance to Eliminate Maternal Mortality*

Budget Period *7/1/2023 - 6/30/2024*

Indirect Cost Rate (if applicable) 15.50%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	$92,984	$0
2. Fringe Benefits	$25,846	$0
3. Consultants	$20,150	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(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	$245	$0
6. Travel	$4,239	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$500	$0
8. (c) Other - Other (specify below)		
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$143,964	$0
Total Indirect Costs	$22,314	$0
TOTAL	**$166,278**	**$0**

Contractor Initials

Date 5/16/2023

Exhibit B-7 Budget - Amendment #3

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Mary Hitchcock Memorial Hospital for itself and on behalf of Dartmouth-Hitchcock Clinic*

Budget Request for: *Enhancing Reviews and Surveillance to Eliminate Maternal Mortality*

Budget Period *7/1/2024 - 6/30/2025*

Indirect Cost Rate (if applicable) 15.50%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	$94,867	$0
2. Fringe Benefits	$26,370	$0
3. Consultants	$20,150	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(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	$15	$0
6. Travel	$3,793	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$500	$0
8. (c) Other - Other (specify below)		
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$145,695	$0
Total Indirect Costs	$22,583	$0
TOTAL	**$168,278**	**$0**

Contractor Initials: EM

Date: 5/16/2023

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: **0006201297**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2023.

David M. Scanlan

Secretary of State

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 18 day of April 2023.

Roberta L. Hines, MD, Board Chair

STATE OF NH

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 18 day of April 2023, by Roberta L Hines, MD.

PAULA E. JOHNSTON
NOTARY PUBLIC
NEW HAMPSHIRE
MY COMMISSION EXPIRES AUG. 4, 2026

Notary Public
My Commission Expires: 8/4/2024

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
OCCURRENCE				PERSONAL & ADV INJURY	$1,000,000
				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

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

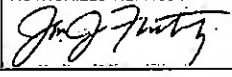
CERTIFICATE HOLDER

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



About Dartmouth Hitchcock Medical Center and Dartmouth Hitchcock 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 Dartmouth Hitchcock 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 2022, 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 as high performing in 2 adult specialties, Cancer and Neurology/Neurosurgery, as well as in 12 common adult procedures and conditions.

Dartmouth Hitchcock Clinics

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 53 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.

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/)

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2022 and 2021

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Report of Independent Auditors

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

Opinion

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, 2022 and 2021, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Health System as of June 30, 2022 and 2021, 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.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Health System and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management 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, and for 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.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Health System's ability to continue as a going concern for one year after the date the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit 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, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Health System's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The accompanying consolidating information as of and for the years ended June 30, 2022 and 2021 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 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 and cash flows of the individual companies.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 16, 2022

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2022 and 2021

(in thousands of dollars)	2022	2021
Assets		
Current assets		
Cash and cash equivalents	$ 191,929	$ 374,928
Patient accounts receivable, net (Note 4)	251,250	232,161
Prepaid expenses and other current assets	169,133	157,318
Total current assets	612,312	764,407
Assets limited as to use (Notes 5 and 7)	1,181,094	1,378,479
Other investments for restricted activities (Notes 5 and 7)	175,116	168,035
Property, plant, and equipment, net (Note 6)	764,840	680,433
Right-of-use assets, net (Note 16)	58,925	58,410
Other assets	172,163	177,098
Total assets	$ 2,964,450	$ 3,226,862
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	$ 6,596	$ 9,407
Current portion of right-of-use obligations (Note 16)	11,319	11,289
Current portion of liability for pension and other postretirement plan benefits (Note 11)	3,500	3,468
Accounts payable and accrued expenses	156,572	131,224
Accrued compensation and related benefits	190,560	182,070
Estimated third-party settlements (Note 3 and 4)	134,898	252,543
Total current liabilities	503,445	590,001
Long-term debt, excluding current portion (Note 10)	1,117,288	1,126,357
Long-term right-of-use obligations, excluding current portion (Note 16)	48,824	48,167
Insurance deposits and related liabilities (Note 12)	78,391	79,974
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	228,606	224,752
Other liabilities	154,096	214,714
Total liabilities	2,130,650	2,283,965
Commitments and contingencies (Notes 3, 4, 6, 7, 10, 13, and 16)		
Net assets		
Net assets without donor restrictions (Note 9)	634,297	758,627
Net assets with donor restrictions (Notes 8 and 9)	199,503	184,270
Total net assets	833,800	942,897
Total liabilities and net assets	$ 2,964,450	$ 3,226,862

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2022 and 2021

(in thousands of dollars)	2022	2021
Operating revenue and other support		
Net patient service revenue (Note 4)	$ 2,243,237	$ 2,138,287
Contracted revenue	77,666	85,263
Other operating revenue (Note 4)	534,031	424,958
Net assets released from restrictions	15,894	15,201
Total operating revenue and other support	2,870,828	2,663,709
Operating expenses		
Salaries	1,315,407	1,185,910
Employee benefits	322,570	302,142
Medications and medical supplies	649,272	545,523
Purchased services and other	403,862	383,949
Medicaid enhancement tax (Note 4)	82,725	72,941
Depreciation and amortization	86,958	88,921
Interest (Note 10)	32,113	30,787
Total operating expenses	2,892,907	2,610,173
Operating (loss) income	(22,079)	53,536
Non-operating (losses) gains		
Investment (loss) income, net (Note 5)	(78,744)	203,776
Other components of net periodic pension and post retirement benefit income (Note 11 and 14)	13,910	13,559
Other losses, net (Note 10)	(6,658)	(4,233)
Total non-operating (losses) gains, net	(71,492)	213,102
(Deficiency) excess of revenue over expenses	$ (93,571)	$ 266,638

Consolidated Statements of Operations and Changes in Net Assets – continues on next page

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets - Continued
Years Ended June 30, 2022 and 2021

(in thousands of dollars)	2022	2021
Net assets without donor restrictions		
(Deficiency) excess of revenue over expenses	$ (93,571)	$ 266,638
Net assets released from restrictions for capital	1,573	2,017
Change in funded status of pension and other postretirement benefits (Note 11)	(32,309)	59,132
Other changes in net assets	(23)	(186)
(Decrease) increase in net assets without donor restrictions	(124,330)	327,601
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	39,710	30,107
Investment (loss) income, net	(7,010)	19,153
Net assets released from restrictions	(17,467)	(17,218)
Increase in net assets with donor restrictions	15,233	32,042
Change in net assets	(109,097)	359,643
Net assets		
Beginning of year	942,897	583,254
End of year	$ 833,800	$ 942,897

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2022 and 2021

(in thousands of dollars)	2022	2021
Cash flows from operating activities		
Change in net assets	$ (109,097)	$ 359,643
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Depreciation and amortization	87,006	88,904
Amortization of bond premium, discount, and issuance cost, net	(2,764)	(2,820)
Amortization of right-of-use asset	9,270	10,034
Payments on right-of-use lease obligations - operating	(9,190)	(9,844)
Change in funded status of pension and other postretirement benefits	32,309	(59,132)
(Gain) loss on disposal of fixed assets	(523)	592
Net realized gains and change in net unrealized gains on investments	86,652	(228,489)
Restricted contributions and investment earnings	(20,151)	(3,445)
Proceeds from sales of donated securities	10,665	-
Changes in assets and liabilities		
Patient accounts receivable, net	(19,089)	(48,342)
Prepaid expenses and other current assets	(9,915)	4,588
Other assets, net	2,517	(39,760)
Accounts payable and accrued expenses	17,104	1,223
Accrued compensation and related benefits	8,490	39,079
Estimated third-party settlements	(120,117)	9,787
Insurance deposits and related liabilities	(1,583)	2,828
Liability for pension and other postretirement benefits	(28,422)	(40,373)
Other liabilities	(56,687)	11,267
Net cash (used in) provided by operating activities	(123,525)	95,740
Cash flows from investing activities		
Purchase of property, plant, and equipment	(160,855)	(122,347)
Proceeds from sale of property, plant, and equipment	613	316
Purchases of investments	(65,286)	(95,943)
Proceeds from maturities and sales of investments	137,781	75,071
Net cash used in investing activities	(87,747)	(142,903)
Cash flows from financing activities		
Proceeds from line of credit	30,000	-
Payments on line of credit	(30,000)	-
Repayment of long-term debt	(9,116)	(9,183)
Repayment of finance leases	(3,253)	(3,117)
Payment of debt issuance costs	-	(230)
Restricted contributions and investment earnings	20,151	3,445
Net cash provided by (used in) financing activities	7,782	(9,085)
Decrease in cash and cash equivalents	(203,490)	(56,248)
Cash and cash equivalents, beginning of year	396,975	453,223
Cash and cash equivalents, end of year	$ 193,485	$ 396,975
Supplemental cash flow information		
Interest paid	$ 42,867	$ 41,819
Construction in progress included in accounts payable and accrued expenses	9,407	16,192
Donated securities	10,665	-

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.

	2022	2021
Cash and cash equivalents	$ 191,929	$ 374,928
Cash and cash equivalents included in assets limited as to use	1,350	18,500
Restricted cash and cash equivalents included in other investments for restricted activities	206	3,547
Total of cash, cash equivalents, and restricted cash shown in the consolidated statements of cash flows	$ 193,485	$ 396,975

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

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH), its Members, and their Subsidiaries (the Health System) is a system of hospitals, clinics, and other healthcare service providers across New Hampshire and Vermont. The Health System's mission is to 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. The Health System seeks to achieve the healthiest population possible, leading the transformation of health care in the region and setting the standard for the nation. The Health System's expanding network of services are the fabric of its commitment to serve the region with exceptional medical care.

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, Inc. (NLH), Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) (MAHHC) and Subsidiaries, The Cheshire Medical Center (Cheshire) and Subsidiaries, Alice Peck Day Memorial Hospital (APD) and Subsidiary, and Visiting Nurse and Hospice for Vermont and New Hampshire (VNH) and 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 parties submitted filings with the Federal Trade Commission and the New Hampshire Attorney General's Office, seeking regulatory clearance of the proposed transaction. On May 13, 2022, D-HH and GOH ended their pursuit of regulatory approval of the transaction and terminated the Combination Agreement.

Community Benefits

Consistent with its 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 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 Improvement 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* includes costs, in excess of awards, for numerous health research and service initiatives within the Health System.

- *Cash and In-Kind Contributions* occur outside of the System through various financial contributions of cash, in-kind donations, and grants to local organizations.

- *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.

- *Charity Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs.

- *The Uncompensated Cost of Care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2021 was approximately $198,859,000. The 2022 Community Benefits Reports are expected to be filed in February 2023.

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)		
Uncompensated cost of care for Medicaid	$	198,859
Health professional education		41,554
Subsidized health services		16,785
Charity care		12,678
Community health improvement services		13,589
Research		4,839
Cash and In-Kind Contributions		4,741
Community building activities		2,885
Total community benefit value	$	295,930

In fiscal years 2022 and 2021, funds received to offset or subsidize charity care costs provided were $452,000 and $848,000, respectively.

For fiscal year 2022, Medicare costs exceeding reimbursement totaled $105,460,000.

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, gains, and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets without donor restrictions are amounts not subject to donor-imposed stipulations and are available for operations. Net assets with donor restrictions are those whose use has been limited by donors to a specific time period or purpose, or whose use has been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

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

(Deficiency) Excess of Revenue over Expenses
The Consolidated Statements of Operations and Changes in Net Assets include the (deficiency) excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment (loss) income on investments of net assets without donor restrictions, which are utilized to provide charity and other operational support. Peripheral activities, including realized gains/losses on sales of investment securities and changes in unrealized gains/losses on investments are reported as non-operating (losses) gains.

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

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

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

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

Contracted Revenue
The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs, and certain facility and equipment leases and other professional service contracts, have been classified as contracted revenue in the accompanying Consolidated Statements of Operations and Changes in Net Assets.

Other Revenue
The Health System recognizes other revenue, which is not related to patient medical care but is central to the day-to-day operations of the Health System. Other revenue, which consists primarily of revenue from retail pharmacy, specialty pharmacy, and contract pharmacy, is recorded in the amounts to which it expects to be entitled in exchange for the prescriptions. Other revenue also includes Coronavirus Aid, Relief, and Economic Securities Act (CARES Act Provider Relief Funds)

from the Department of Health and Human Services (HHS), operating agreements, grant revenue, cafeteria sales, and other support service revenue (Note 3 and 4).

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 included within the Health System's endowment and similar investment pools, otherwise qualifying as cash equivalents, are classified as investments at fair value and, therefore, are excluded from cash and cash equivalents in the Consolidated Statements of Cash Flows.

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

Investments in pooled/commingled investment funds, private equity funds, and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the (deficiency) excess of revenue over expenses.

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

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

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

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.

Level 2 Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.

Level 3 Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

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

Property, plant, and equipment

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

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

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

Bond Issuance Costs

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

Intangible Assets and Goodwill
The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place. The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded $8,885,000 and $9,403,000 as intangible assets as of June 30, 2022 and 2021, respectively.

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

Recently Issued Accounting Pronouncements
In March 2020, January 2021, and April 2022, the FASB issued standard updates on Reference Rate Reform in response to the planned discontinuation of the London Inter-Bank Offered Rate (LIBOR), a key interbank reference rate. The standard provides accounting relief to contract modifications and optional expedients for applying U.S. GAAP to contracts and other transactions that reference LIBOR or other reference rates that are expected to be discontinued because of rate reform. The Health System is currently in the process of evaluating the impact of adoption of these standards on the financial statements.

3. The COVID-19 Pandemic

On March 11, 2020, the World Health Organization designated COVID-19 as a global pandemic resulting in an extraordinary disruption to our nation's healthcare system. In response to COVID-19, the Coronavirus Aid Relief and Economic Security (CARES) Act was enacted which provided different types of economic support to a wide variety of organizations and individuals. The Health System employed several CARES Act provisions, with the most significant impacts summarized below.

Health and Human Services Provider Relief Funds

The Health System received $100,346,000 and $65,600,000 in CARES Act Provider Relief Funds for the years ended June 30, 2022 and 2021, respectively. The Health System will continue to pursue Provider Relief Funds as available, and as needed, to support the Health System.

In July 2020, HHS issued reporting requirements for CARES Act Provider Relief Funds, requiring recipients to identify healthcare-related expenses that remain unreimbursed by another source, attributable to the COVID-19 pandemic. If those expenses do not exceed the funding received, recipients will need to demonstrate that the remaining funds were used to compensate for a negative variance in patient service revenue. HHS is entitled to recoup Provider Relief Funds

awarded in excess of expenses attributable to the COVID-19 pandemic that were not reimbursed by another source plus losses incurred due to the decline in patient care revenue. There have been no recoupments through June 2022.

Medicare and Medicaid Services (CMS) Accelerated and Advance Payment Program

The Health System received CMS prepayment advances, related to the CARES Act, totaling $245,200,000. In addition, the Health System accumulated payroll tax deferrals of $33,100,000. Repayment of funds commenced in April 2021. The balances of CMS prepayment advances and accumulated payroll tax deferrals at June 30, 2022 were $54,890,000 and $16,550,000, respectively, and are included in estimated third party settlements and accrued compensation and related benefits on the Consolidated Balance Sheets.

The Health System continues to address the challenges and impacts of the COVID-19 pandemic including protecting the health and safety of employees and patients as well as assessing the availability of personal protective equipment and other needed supplies to be better positioned for potential surges. Additionally, the Health System continues to evaluate the impact of new or changes to laws and regulations at the federal, state, and local levels and the potential effect on Health System staffing and operations. At this time, the Health System cannot accurately predict the full extent to which the COVID-19 pandemic will affect the Health System's future finances and operations.

4. Net Patient Service Revenue and Accounts Receivable

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

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

Generally, the Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Health System has elected to apply the optional exemption provided in ASC 606-10-50-14a and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied

or partially unsatisfied at the end of the reporting period. This generally refers to inpatient services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

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

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

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

- Inpatient acute care services provided to Medicare program beneficiaries are paid using the prospective payment system (PPS) to determine rates-per-discharge. These rates vary according to a patient classification system (DRG), based on diagnostic, clinical, and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system, based on a pre-determined amount for each outpatient procedure (APC), subject to various mandated modifications. Retrospectively determined cost-based revenues under these programs, such as indirect medical education, direct graduate medical education, disproportionate share hospital, transplant services, and bad debt reimbursement are based on the hospital's cost reports and are estimated using historical trends and current factors. The Health System's payments for inpatient services rendered to NH and VT Medicaid beneficiaries are based on PPS, while outpatient services are reimbursed on a retrospective cost basis, or fee schedules, for NH beneficiaries. VT outpatient beneficiaries are paid on a prospective basis per outpatient procedure.

- Inpatient acute, swing, and outpatient services furnished by Critical Access Hospitals (CAH) are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, excluding ambulance services and inpatient hospice care.

- Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.

- Hospice services to patients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate.

- The Health System's cost based services to Medicare and Medicaid are reimbursed during the year based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subject to audit of this report by Medicare and Medicaid auditors, as well as administrative and judicial review. Because the laws, regulations, and rule interpretations, governing Medicare and Medicaid reimbursement are complex and change frequently, the estimates recorded could change over time by material amounts.

- Revenues under Managed Care Plans (MCPs) 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 MCPs 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 MCPs 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 Vermont annual net patient revenue. In fiscal years 2022 and 2021, home health provider taxes paid were $627,000 and $623,000, respectively.

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, 2022 and 2021, the Health System had reserves of $134,898,000 and $252,543,000, respectively, recorded in estimated third-party settlements. As of June 30, 2022 and 2021, estimated third-party settlements includes $54,880,000 and $179,382,000 respectively, of Medicare accelerated and advanced payments, received as working capital support during the novel coronavirus ("COVID-19") outbreak.

For the years ended June 30, 2022 and 2021, additional increases in revenue of $19,743,000 and $4,287,000, respectively, were recognized due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

Net operating revenues 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, 2022 and 2021.

	2022		
(in thousands of dollars)	PPS	CAH	Total
Hospital			
Medicare	$ 542,292	$ 99,976	$ 642,268
Medicaid	158,121	15,739	173,860
Commercial	809,736	81,395	891,131
Self-pay	7,027	902	7,929
Subtotal	1,517,176	198,012	1,715,188
Professional	470,559	40,186	510,745
Subtotal	1,987,735	238,198	2,225,933
Home based care			17,304
Subtotal			2,243,237
Other revenue			528,762
Provider Relief Funds			98,829
Total operating revenue and other support			$ 2,870,828

	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
Home based care			20,006
Subtotal			2,138,287
Other revenue			462,517
Provider Relief Funds			62,905
Total operating revenue and other support			$ 2,663,709

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) 2021 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, 2022 and 2021, the Health System received DSH payments of approximately, $77,488,000 and $67,940,000, respectively. DSH payments are subject to audit and, therefore, for the years ended June 30, 2022 and 2021, the Health System recognized as revenue DSH receipts of approximately $75,988,000 and approximately $61,602,000, respectively.

During the years ended June 30, 2022 and 2021, the Health System recorded $82,725,000 and $72,941,000, respectively, of State of NH MET and State of VT provider taxes. 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.

Accounts Receivable

The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2022 and 2021:

	2022	2021
Medicare	38%	34%
Medicaid	12%	13%
Commercial	38%	41%
Self Pay	12%	12%
Total	100%	100%

5. Investments

The composition of investments at June 30, 2022 and 2021 is set forth in the following table:

(in thousands of dollars)	2022	2021
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 31,130	$ 24,692
U.S. government securities	126,222	157,373
Domestic corporate debt securities	234,490	322,616
Global debt securities	68,610	74,292
Domestic equities	198,742	247,486
International equities	63,634	81,060
Emerging markets equities	34,636	52,636
Global equities	73,035	79,296
Real Estate Investment Trust	2	422
Private equity funds	138,605	110,968
Hedge funds	55,069	-
Subtotal	1,024,175	1,150,841
Investments held by captive insurance companies (Note 12)		
U.S. government securities	27,242	26,759
Domestic corporate debt securities	7,902	5,979
Global debt securities	7,595	6,617
Domestic equities	10,091	11,396
International equities	4,692	6,488
Subtotal	57,522	57,239
Held by trustee under indenture agreement (Note 9)		
Cash and short-term investments	99,397	170,399
Total assets limited as to use	1,181,094	1,378,479
Other investments for restricted activities		
Cash and short-term investments	8,463	13,400
U.S. government securities	27,600	28,330
Domestic corporate debt securities	37,343	40,676
Global debt securities	10,059	8,953
Domestic equities	34,142	33,634
International equities	10,698	9,497
Emerging markets equities	5,587	5,917
Global equities	11,153	8,755
Real Estate Investment Trust	19	21
Private equity funds	21,166	12,251
Hedge funds	8,852	6,557
Other	34	44
Total other investments for restricted activities	175,116	168,035
Total investments	$ 1,356,210	$ 1,546,514

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, 2022 and 2021. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

	2022		
(in thousands of dollars)	Fair Value	Equity	Total
Cash and short-term investments	$ 138,990	$ -	$ 138,990
U.S. government securities	181,064	-	181,064
Domestic corporate debt securities	118,642	161,093	279,735
Global debt securities	57,558	28,706	86,264
Domestic equities	191,767	51,208	242,975
International equities	47,631	31,393	79,024
Emerging markets equities	298	39,926	40,224
Global equities	-	84,187	84,187
Real Estate Investment Trust	21	-	21
Private equity funds	-	159,771	159,771
Hedge funds	443	63,478	63,921
Other	34	-	34
Total investments	$ 736,448	$ 619,762	$ 1,356,210

	2021		
(in thousands of dollars)	Fair Value	Equity	Total
Cash and short-term investments	$ 208,491	$ -	$ 208,491
U.S. government securities	212,462	-	212,462
Domestic corporate debt securities	191,112	178,159	369,271
Global debt securities	55,472	34,390	89,862
Domestic equities	225,523	66,993	292,516
International equities	55,389	41,656	97,045
Emerging markets equities	1,888	56,665	58,553
Global equities	-	88,051	88,051
Real Estate Investment Trust	443	-	443
Private equity funds	-	123,219	123,219
Hedge funds	446	6,111	6,557
Other	44	-	44
Total investments	$ 951,270	$ 595,244	$ 1,546,514

For the years ended June 30, 2022 and 2021, investment (loss) income is reflected in the accompanying Consolidated Statements of Operations and Changes in Net Assets as other operating revenue of approximately $857,000 and $930,000, respectively, and as non-operating (losses) gains of approximately ($78,744,000) and $203,776,000, 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 agreements expire. 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, 2022 and 2021, the Health System has outstanding commitments of $75,070,000 and $47,419,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment consists of the following at June 30, 2022 and 2021:

(in thousands of dollars)	2022	2021
Land	$ 40,749	$ 40,749
Construction in progress	163,145	80,231
Land improvements	44,834	43,927
Buildings and improvements	984,743	955,094
Equipment	1,042,582	993,899
Subtotal property, plant, and equipment	2,276,053	2,113,900
Less accumulated depreciation	1,511,213	1,433,467
Total property, plant, and equipment, net	$ 764,840	$ 680,433

As of June 30, 2022, construction in progress primarily consists of three projects; an in-patient tower, an emergency department (ED) expansion, and a central pharmacy/supply chain facility renovation. The estimated cost to complete the in-patient tower is $52,400,000 with an anticipated completion date occurring in the fourth quarter of fiscal 2023. The estimated cost to complete the ED expansion is $2,000,000 with an expected completion date occurring in the first quarter of fiscal 2023. The estimated cost to complete the central pharmacy/supply chain facility is $1,600,000 with an expected completion date occurring in the first quarter of fiscal 2023.

The construction in progress as of June 30, 2021, included the Manchester Ambulatory Surgical Center (ASC) and the in-patient tower in Lebanon, NH. The ASC was fully operational in October 2021.

Capitalized interest of $6,853,000 and $5,127,000 is included in construction in progress as of June 30, 2022 and 2021, respectively.

Depreciation expense included in operating and non-operating activities was $83,661,000 and $86,011,000 for 2022 and 2021, respectively.

7. Fair Value Measurements

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

Cash and Short-Term Investments
Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution and cash which will be used for future investment opportunities.

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

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

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, 2022 and 2021:

	2022			
(in thousands of dollars)	Level 1	Level 2	Level 3	Total
Assets				
Investments				
Cash and short term investments	$ 138,990	$ -	$ -	$ 138,990
U.S. government securities	181,064	-	-	181,064
Domestic corporate debt securities	1,768	116,874	-	118,642
Global debt securities	24,745	32,813	-	57,558
Domestic equities	187,063	4,704	-	191,767
International equities	47,631	-	-	47,631
Emerging market equities	298	-	-	298
Real estate investment trust	21	-	-	21
Hedge funds	443	-	-	443
Other	-	34	-	34
Total fair value investments	582,023	154,425	-	736,448
Deferred compensation plan assets				
Cash and short-term investments	8,053	-	-	8,053
U.S. government securities	36	-	-	36
Domestic corporate debt securities	10,874	-	-	10,874
Global debt securities	964	-	-	964
Domestic equities	33,742	-	-	33,742
International equities	4,911	-	-	4,911
Emerging market equities	19	-	-	19
Real estate	12	-	-	12
Multi strategy fund	57,964	-	-	57,964
Total deferred compensation plan assets	116,575	-	-	116,575
Beneficial interest in trusts	-	-	16,051	16,051
Total assets	$ 698,598	$ 154,425	$ 16,051	$ 869,074

	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 fair value 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
Guaranteed contract	-	-	-	-
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

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, 2022 and 2021.

	2022
(in thousands of dollars)	Beneficial Interest in Perpetual Trust
Beginning of year balance	$ 10,796
Net realized/unrealized gains	5,255
End of year balance	$ 16,051

	2021		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Beginning of year balance	$ 9,202	$ 92	$ 9,294
Net realized/unrealized gains (losses)	1,594	(92)	1,502
End of year balance	$ 10,796	$ -	$ 10,796

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, 2022 and 2021.

8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2022 and 2021:

(in thousands of dollars)	2022	2021
Investments held in perpetuity	$ 84,117	$ 64,498
Healthcare services	36,123	38,869
Health education	27,164	26,934
Research	27,477	24,464
Charity care	12,155	15,377
Other	8,639	7,215
Purchase of equipment	3,828	6,913
Total net assets with donor restrictions	$ 199,503	$ 184,270

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

9. Board Designated and Endowment Funds

Net assets include 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 Health System has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System's net assets with donor restrictions, which are to be held in perpetuity, consist of (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to be held in perpetuity, and (c)

accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

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

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

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

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

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2022 and 2021.

Endowment net asset composition by type of fund consists of the following at June 30, 2022 and 2021:

	2022		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 107,590	$ 107,590
Board-designated endowment funds	41,344	-	41,344
Total endowed net assets	$ 41,344	$ 107,590	$ 148,934

	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

Changes in endowment net assets for the years ended June 30, 2022 and 2021 are as follows:

	2022		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Beginning of year balances	$ 41,728	$ 108,213	$ 149,941
Net investment return	(1,065)	(3,998)	(5,063)
Contributions	-	12,950	12,950
Transfers	795	(7,105)	(6,310)
Release of appropriated funds	(114)	(2,470)	(2,584)
End of year balances	$ 41,344	$ 107,590	$ 148,934

End of year balances	107,590
Beneficial interest in perpetual trusts	14,903
Net assets with donor restrictions	$ 122,493

(in thousands of dollars)	2021 Without Donor Restrictions	2021 With Donor Restrictions	2021 Total
Beginning of year balances	$ 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)
End of year balances	$ 41,728	$ 108,213	$ 149,941

End of year balances	108,213
Beneficial interest in perpetual trusts	9,721
Net assets with donor restrictions	$ 117,934

10. Long-Term Debt

A summary of obligated group debt at June 30, 2022 and 2021 is as follows:

(in thousands of dollars)	2022	2021
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)	23,950	24,425
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	22,605	23,470
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
Series 2014A, principal maturing in varying annual amounts, through August 2022 (7)	4,810	12,385
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	$ 1,044,722	$ 1,053,637

A summary of long-term debt at June 30, 2022 and 2021 is as follows:

(in thousands of dollars)	2022	2021
Other		
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046	$ 2,417	$ 2,489
Note payable to a financial institution with entire principal due June 2034; collateralized by land and building. The note payable is interest free	247	273
Note payable to a financial institution payable in interest free monthly installments through December 2024; collateralized by associated equipment	55	147
Total nonobligated group debt	2,719	2,909
Total obligated group debt	1,044,722	1,053,637
Total long-term debt	1,047,441	1,056,546
Add: Original issue premium and discounts, net	83,249	86,399
Less: Current portion	6,596	9,407
Debt issuance costs, net	6,806	7,181
Total long-term debt, net	$ 1,117,288	$ 1,126,357

Aggregate annual principal payments for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	2022
2023	$ 6,596
2024	15,207
2025	19,362
2026	20,209
2027	20,915
Thereafter	965,152
Total	$ 1,047,441

Dartmouth-Hitchcock Obligated Group (DHOG) Debt

MHMH established the DHOG for the 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 mature in variable amounts through 2037 and were used primarily to refund a portion of Series 2015A and Series 2016A revenue bonds. The Series 2018B revenue bonds mature in variable amounts through 2048, and were used primarily to refund a portion of Series 2015A and Series 2016A revenue bonds, revolving line of credit, Series 2012 bank loan, and the Series 2015A and Series 2016A swap terminations. The interest on the Series 2018A revenue bonds is variable, with a current interest rate of 5.00%. 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 Series 2020A revenue bonds mature in variable amounts through 2059 and the proceeds 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%.

(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 mature in variable amounts through 2040 and were used primarily to refund Series 2009 and Series 2010 revenue bonds. The Series 2017B revenue bonds mature in variable amounts through 2031 and were used to refund Series 2012A and Series 2012B revenue bonds. The interest on the Series 2017A revenue bonds is fixed, with an interest rate of 5.00%. The interest on the Series 2017B revenue bonds is fixed, with an interest rate of 2.54%.

(4) Series 2019A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2019A, in October 2019. The Series 2019A revenue bonds mature in variable amounts through 2043 and were 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%.

(5) Series 2018C Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018C, in August 2018. The Series 2018C revenue bonds mature in variable amounts through 2030 and were used primarily to refinance

the Series 2010 revenue bonds. The interest on the Series is fixed, with an interest rate of 3.22%.

(6) Series 2012 Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2012, in November 2012. The Series 2012 revenue bonds mature in variable amounts through 2039 and were used to refund 1998 and 2009 Series revenue bonds, finance the settlement cost of the interest rate swap, and finance the purchase of certain equipment and renovations. The revenue bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%).

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

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B, in August 2014. The Series 2014A revenue bonds mature in 2022. The Series 2014B revenue bonds mature at various dates through 2033. The proceeds from the Series 2014A and 2014B revenue bonds were used partially to 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%. Interest on the Series 2014B revenue bonds is fixed, with an interest rate of 4.00%.

(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 mature at various dates through 2045 and were used to finance certain 2016 projects. The Series 2016B is fixed, with an interest rate of 1.78%.

(9) Note payable to financial institution

The DHOG issued a note payable to TD Bank in May 2020. Issued in response to the COVID-19 pandemic, the proceeds from the note will be used to fund working capital, as needs require. The note matures at various dates through 2035 and is fixed, with an interest rate of 2.56%.

Outstanding joint and several indebtedness of the DHOG at June 30, 2022 and 2021 is $1,044,722 and $1,053,637, respectively.

The Health System indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of $99,397,000 and $170,399,000 at June 30, 2022 and 2021, respectively, are classified as assets limited as to use in the accompanying Consolidated Balance Sheets (Note 5). In addition, debt service reserves of approximately $6,674,000 and $8,035,000 at June 30, 2022 and 2021, 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, 2022 and 2021.

For the years ended June 30, 2022 and 2021 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 $32,113,000 and $30,787,000, respectively, and other non-operating losses of $3,782,000 and $3,782,000, respectively, net of amounts capitalized.

11. Employee Benefits

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 insurance benefit plans to certain active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

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

For the year ended June 30, 2021, the Health System executed the settlement of obligations, due to retirees in the defined benefit plans, through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

Defined Benefit Plans

Net periodic pension expense included in employee benefits expense, in the Consolidated Statements of Operations and Changes in Net Assets, is comprised of the following components for the years ended June 30, 2022 and 2021:

(in thousands of dollars)	2022	2021
Interest cost on projected benefit obligation	$ 36,722	$ 36,616
Expected return on plan assets	(65,917)	(63,261)
Net loss amortization	13,139	14,590
Total net periodic pension expense	$ (16,056)	$ (12,055)

The following assumptions were used to determine net periodic pension expense as of June 30, 2022 and 2021:

	2022	2021
Discount rates	3.30%	3.00 - 3.10%
Rate of increase in compensation	N/A	N/A
Expected long-term rates of return on plan assets	7.50%	7.50%

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2022 and 2021:

(in thousands of dollars)	2022	2021
Change in benefit obligation		
Benefit obligation, beginning of year	$ 1,140,221	$ 1,209,100
Interest cost	36,722	36,616
Benefits paid	(54,864)	(52,134)
Actuarial loss	(183,193)	(22,411)
Settlements	-	(30,950)
Benefit obligation, end of year	938,886	1,140,221
Change in plan assets		
Fair value of plan assets, beginning of year	958,864	929,453
Actual return on plan assets	(169,405)	87,446
Benefits paid	(54,864)	(52,134)
Employer contributions	12,500	25,049
Settlements	-	(30,950)
Fair value of plan assets, end of year	747,095	958,864
Funded status of the plans	(191,791)	(181,357)
Less: Current portion of liability for pension	-	(46)
Long-term portion of liability for pension	(191,791)	(181,311)
Liability for pension	$ (191,791)	$ (181,357)

As of June 30, 2022 and 2021, 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 $519,946,000 and $481,073,000 of net actuarial loss as of June 30, 2022 and 2021, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2022 for net actuarial losses is $13,139,000.

The accumulated benefit obligation for the defined benefit pension plans was $939,000,000 and $1,140,000,000 at June 30, 2022 and 2021, respectively.

The following table sets forth the assumptions used to determine the accumulated benefit obligation at June 30, 2022 and 2021:

	2022	2021
Discount rates	4.40 - 5.10%	3.30%
Rate of increase in compensation	N/A	N/A

The primary investment objective for the defined benefit plans' 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 pension plan's liabilities. As of June 30, 2022, it is expected that the LDI strategy will hedge approximately 70% of the interest rate risk associated with pension liabilities. As of June 30, 2021, the expected LDI hedge was approximately 75%. To achieve the appreciation and hedging objectives, the pension plans utilize a diversified structure of asset classes. The asset classes are designed to achieve stated performance objectives, measured on a total return basis which includes income plus realized and unrealized gains and losses.

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

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3%
U.S. government securities	0–10	5
Domestic debt securities	20–58	42
Global debt securities	6–26	4
Domestic equities	5–35	17
International equities	5–15	7
Emerging market equities	3–13	4
Global Equities	0-10	6
Real estate investment trust funds	0–5	1
Private equity funds	0–5	0
Hedge funds	5–18	11

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

The Boards of Trustees of the Health System, as plan sponsors, oversee the design, structure, and prudent professional management of the Health System's pension 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 pension 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 pension plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2022 and 2021:

	2022					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ -	$ 16,030	$ -	$ 16,030	Daily	1
U.S. government securities	124,686	-	-	124,686	Daily–Monthly	1–15
Domestic debt securities	17,530	226,107	-	243,637	Daily–Monthly	1–15
Global debt securities	-	24,136	-	24,136	Daily–Monthly	1–15
Domestic equities	104,070	31,324	-	135,394	Daily–Monthly	1–10
International equities	15,558	20,406	-	35,964	Daily–Monthly	1–11
Emerging market equities	-	25,487	-	25,487	Daily–Monthly	1–17
Global equities	-	54,787	-	54,787	Daily–Monthly	1–17
REIT funds	-	-	-	-	Daily–Monthly	1–17
Private equity funds	-	-	14	14	See Note 5	See Note 5
Hedge funds	-	-	86,960	86,960	Quarterly–Annual	60–96
Total investments	$ 261,844	$ 398,277	$ 86,974	$ 747,095		

	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 5	See Note 5
Hedge funds	-	-	15,512	15,512	Quarterly–Annual	60–96
Total investments	$ 355,225	$ 588,112	$ 15,527	$ 958,864		

The following tables present additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2022 and 2021:

	2022		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Beginning of year balances	$ 15,512	$ 15	$ 15,527
Purchases	81,400	-	81,400
Sales	(2,152)	-	(2,152)
Net unrealized losses	(7,800)	(1)	(7,801)
End of year balances	$ 86,960	$ 14	$ 86,974

	2021		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Beginning of year balances	$ 47,351	$ 17	$ 47,368
Sales	(38,000)	-	(38,000)
Net unrealized gains (losses)	6,161	(2)	6,159
End of year balances	$ 15,512	$ 15	$ 15,527

The total aggregate net unrealized (losses) gains included in the fair value of the Level 3 investments as of June 30, 2022 and 2021 were approximately ($543,000) and $7,635,000, respectively. There were transfers out of Level 3 measurements during the years ended June 30, 2022 and 2021. The hedge funds' liquidation will be completed by the end of Fiscal Year 2023.

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, 2022 and 2021.

The weighted average asset allocation, by asset category, for the Health System's pension plans is as follows at June 30, 2022 and 2021:

	2022	2021
Cash and short-term investments	2 %	6 %
U.S. government securities	17	5
Domestic debt securities	33	46
Global debt securities	3	4
Domestic equities	18	19
International equities	5	7
Emerging market equities	3	5
Global equities	7	6
Hedge funds	12	2
Total	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 $12,500,000 to the Plans in 2023 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)	
2023	$ 124,252
2024	56,264
2025	57,774
2026	59,040
2027	60,176
2028 – 2032	310,262

The Cheshire Medical Center plan was terminated effective June 30, 2022, pending regulatory approvals. Following regulatory approval, the plan sponsor intends to distribute assets and settle plan obligations through a lump sum offering to active and terminated vested participants and a group annuity contract will be purchased for any participant that doesn't elect the lump sum, along with all participants currently in pay status. It is anticipated that benefits will be distributed by June 30, 2023. The benefit obligation for the plan reflects anticipated disbursement costs and a terminal cash contribution to fully fund benefits will be made at that time. The obligations reflect the cost of providing the lump sums and group annuity, described above, as well as administrative costs and a terminal contribution which will be necessary to fund all of the costs of terminating the plan. It is expected that the obligations will be settled by June 30, 2023 and the plan termination liability will reflect economic conditions, lump sum election rates and annuity pricing at that time. As a result, the final plan termination liability may be different from the amounts shown in this report.

Defined Contribution Plans

The Health System has an employer-sponsored 401(a) plan for certain of its members, under which the employer makes base match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately $64,946,000 and $60,268,000 in 2022 and 2021, respectively, are included in employee benefits expenses in the accompanying Consolidated Statements of Operations and Changes in Net Assets.

Various 403(b) and tax-sheltered annuity plans are available to employees of the Health System. Plan specifications vary by member and plan. No employer contributions were made to any of these plans in 2022 and 2021.

Postretirement Medical and Life Insurance Benefits

The Health System has postretirement medical and life insurance 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, 2022 and 2021:

(in thousands of dollars)	2022	2021
Service cost	$ 456	$ 533
Interest cost	1,394	1,340
Net prior service income	-	(3,582)
Net loss amortization	752	738
Total	$ 2,602	$ (971)

The following table sets forth the accumulated postretirement medical and life insurance benefit obligation amounts recognized in the Health System's consolidated financial statements at June 30, 2022 and 2021:

(in thousands of dollars)	2022	2021
Change in benefit obligation		
Accumulated benefit obligation, beginning of year	$ 46,863	$ 48,078
Service cost	456	533
Interest cost	1,394	1,340
Benefits paid	(3,401)	(3,439)
Actuarial loss	(4,964)	383
Employer contributions	(33)	(32)
Accumulated benefit obligation, end of year	40,315	46,863
Current portion of liability for postretirement medical and life benefits	$ (3,500)	$ (3,422)
Long-term portion of liability for postretirement medical and life benefits	(36,815)	(43,441)
Funded status of the plans and liability for postretirement medical and life benefits	$ (40,315)	$ (46,863)

As of June 30, 2022 and 2021, the liability for postretirement medical and life insurance 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 income for the postretirement medical and life insurance benefit plans, included in the change in net assets without donor restrictions, are as follows:

(in thousands of dollars)	2022	2021
Net actuarial loss	4,445	9,981
Total	$ 4,445	$ 9,981

The estimated amount of net losses that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2023 is approximately $62,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30, 2022 and thereafter:

(in thousands of dollars)	
2023	$ 3,500
2024	3,721
2025	3,725
2026	3,720
2027	3,700
2028-2032	16,820

In determining the accumulated benefit obligation for the postretirement medical and life insurance plans, the Health System used a discount rates of 5.10% in 2022, and an assumed healthcare cost trend rate of 7.00%, trending down to 5.00% in 2029 and thereafter.

12. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, Cheshire, 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. RRG cedes the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda, and HAC cedes a portion of this risk to a variety of commercial reinsurers. D-H has majority ownership interest in both HAC and RRG. The insurance program provides coverage to the covered institutions, named insureds and their employees 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, 2022 and 2021, are summarized as follows:

	2022		
(in thousands of dollars)	HAC	RRG	Total
Assets	$ 79,831	$ 2,245	$ 82,076
Shareholders' equity	13,620	50	13,670

	2021		
(in thousands of dollars)	HAC	RRG	Total
Assets	$ 71,772	$ 3,583	$ 75,355
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.

Line of Credit

The Health System has entered into a loan agreement with a financial institution, establishing access to revolving loans ranging from $10,000,000 up to $30,000,000. Interest is variable and determined using the Bloomberg Short-Term Bank Yield Index or the Wall Street Journal Prime Rate. The loan agreement is due to expire March 29, 2023. There was no outstanding balance under the line of credit as of June 30, 2022 and 2021. Interest expense was approximately $91,000 and $28,000, 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, 2022:

	2022			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 1,129,572	$ 184,533	$ 1,302	$ 1,315,407
Employee benefits	281,455	40,887	228	322,570
Medical supplies and medications	645,437	3,835	-	649,272
Purchased services and other	255,639	142,241	5,982	403,862
Medicaid enhancement tax	82,725	-	-	82,725
Depreciation and amortization	42,227	44,675	56	86,958
Interest	9,116	22,987	10	32,113
Total operating expenses	$ 2,446,171	$ 439,158	$ 7,578	$ 2,892,907

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 12,144	$ 1,755	$ 11	$ 13,910
Total non-operating income	$ 12,144	$ 1,755	$ 11	$ 13,910

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

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 Sheets may not be available for general expenditure within one year of the balance sheet date.

The Health System's financial assets available at June 30, 2022 and 2021 to meet cash needs for general expenditures within one year of June 30, 2022 and 2021, are as follows:

(in thousands of dollars)	2022	2021
Cash and cash equivalents	$ 191,929	$ 374,928
Patient accounts receivable	251,250	232,161
Assets limited as to use	1,181,094	1,378,479
Other investments for restricted activities	175,116	168,035
Total financial assets	$ 1,799,389	$ 2,153,603
Less: Those unavailable for general expenditure within one year:		
Investments held by captive insurance companies	57,522	57,239
Investments for restricted activities	175,116	168,035
Bond proceeds held for capital projects	99,397	178,434
Other investments with liquidity horizons greater than one year	159,792	111,390
Total financial assets available within one year	$ 1,307,562	$ 1,638,505

The Health System generated cash flow from operations of approximately $(123,525,000) and $95,740,000 for the years ended June 30, 2022 and June 30, 2021, 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. The Health System uses the implicit rate noted within the contract. If not readily available, the Health System uses an 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, rather the Health System recognizes lease expense for these leases on a straight-line basis, over the lease term, within lease and rental expense.

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. 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 the Health System's sole discretion. When

determining the lease term, management includes options to extend or terminate the lease when it is reasonably certain that the Health System 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 years ended June 30, 2022 and 2021 are as follows:

(in thousands of dollars)	2022	2021
Operating lease cost	$ 9,573	$ 10,381
Variable and short term lease cost (a)	10,894	8,019
Total lease and rental expense	$ 20,467	$ 18,400
Finance lease cost:		
Depreciation of property under finance lease	$ 3,345	$ 3,408
Interest on debt of property under finance lease	448	533
Total finance lease cost	$ 3,793	$ 3,941

(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 years ended June 30, 2022 and 2021 are as follows:

(in thousands of dollars)	2022	2021
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 9,952	$ 10,611
Operating cash flows from finance leases	448	533
Financing cash flows from finance leases	3,255	3,108
Total	$ 13,655	$ 14,252

Supplemental balance sheet information related to leases as of June 30, 2022 and 2021 are as follows:

(in thousands of dollars)	2022	2021
Operating Leases		
Right-of-use assets - operating leases	$ 61,165	$ 51,410
Accumulated amortization	(21,222)	(15,180)
Right-of-use assets - operating leases, net	**39,943**	**36,230**
Current portion of right-of-use obligations	8,314	8,038
Long-term right-of-use obligations, excluding current portion	32,207	28,686
Total operating lease liabilities	**40,521**	**36,724**
Finance Leases		
Right-of-use assets - finance leases	27,963	27,940
Accumulated depreciation	(8,981)	(5,760)
Right-of-use assets - finance leases, net	**18,982**	**22,180**
Current portion of right-of-use obligations	3,005	3,251
Long-term right-of-use obligations, excluding current portion	16,617	19,481
Total finance lease liabilities	**$ 19,622**	**$ 22,732**
Weighted Average remaining lease term, years		
Operating leases	7.73	6.75
Finance leases	19.77	18.73
Weighted Average discount rate		
Operating leases	2.24%	2.12%
Finance leases	2.17%	2.14%

The System obtained $8.9 million and $0.1 million of new and modified operating and financing leases, respectively, during the year ended June 30, 2022.

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.

Future maturities of lease liabilities as of June 30, 2022 are as follows:

(in thousands of dollars)	Operating Leases	Finance Leases
Year ending June 30:		
2023	$ 9,121	$ 3,395
2024	7,971	2,297
2025	5,083	1,261
2026	3,750	882
2027	3,357	800
Thereafter	15,096	15,713
Total lease payments	44,378	24,348
Less: Imputed interest	3,857	4,726
Total lease obligations	$ 40,521	$ 19,622

17. Subsequent Events

The Health System has assessed the impact of subsequent events through November 16, 2022, 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.

Consolidating Supplemental Information

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2022

(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	$ 2,056	$ 66,827	$ 20,165	$ 38,416	$ 28,467	$ 11,327	$ -	$ 167,258	$ 24,671	$ -	$ 191,929
Patient accounts receivable, net	-	206,400	18,106	9,817	9,175	5,360	-	248,858	2,392	-	251,250
Prepaid expenses and other current assets	23,561	161,262	19,580	3,522	4,452	1,472	(31,119)	182,730	(11,372)	(2,225)	169,133
Total current assets	25,617	434,489	57,851	51,755	42,094	18,159	(31,119)	598,846	15,691	(2,225)	612,312
Assets limited as to use	301,000	858,919	12,665	14,680	16,005	25,753	(98,848)	1,130,174	50,920	-	1,181,094
Notes receivable, related party	842,052	11,557	-	803	-	-	(853,609)	803	(803)	-	-
Other investments for restricted activities	490	118,082	16,422	727	3,925	6,846	-	146,492	28,624	-	175,116
Property, plant, and equipment, net	-	585,064	63,067	24,757	45,973	15,526	-	734,387	30,453	-	764,840
Right-of-use assets, net	1,362	35,321	1,830	14,892	166	5,249	-	58,820	105	-	58,925
Other assets	681	146,516	1,187	14,391	6,573	4,983	-	174,331	(2,168)	-	172,163
Total assets	$ 1,171,202	$ 2,189,948	$ 153,022	$ 122,005	$ 114,736	$ 76,516	$ (983,576)	$ 2,843,853	$ 122,822	$ (2,225)	$ 2,964,450
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 4,810	$ 865	$ 800	$ 23	$ -	$ -	$ 6,498	$ 98	$ -	$ 6,596
Current portion of right-of-use obligations	559	8,514	689	852	172	473	-	11,259	60	-	11,319
Current portion of liability for pension and other postretirement plan benefits	-	3,500	-	-	-	-	-	3,500	-	-	3,500
Accounts payable and accrued expenses	147,626	100,110	16,607	4,883	4,843	8,693	(129,967)	152,795	6,002	(2,225)	156,572
Accrued compensation and related benefits	-	169,194	6,817	4,431	4,507	4,434	-	189,383	1,177	-	190,560
Estimated third-party settlements	3,002	68,876	22,999	17,488	21,886	647	-	134,898	-	-	134,898
Total current liabilities	151,187	355,004	47,977	28,454	31,431	14,247	(129,967)	498,333	7,337	(2,225)	503,445
Notes payable, related party	-	808,602	-	-	27,437	17,570	(853,609)	-	-	-	-
Long-term debt, excluding current portion	1,044,845	25,084	21,867	23,060	32	(110)	-	1,114,778	2,510	-	1,117,288
Right-of-use obligations, excluding current portion	803	27,359	1,233	14,499	-	4,885	-	48,779	45	-	48,824
Insurance deposits and related liabilities	-	76,678	623	373	401	250	-	78,325	66	-	78,391
Liability for pension and other postretirement plan benefits, excluding current portion	-	220,350	7,774	-	-	481	-	228,605	1	-	228,606
Other liabilities	-	129,092	1,109	300	1,749	-	-	132,250	21,846	-	154,096
Total liabilities	1,196,835	1,642,169	80,583	66,686	61,050	37,323	(983,576)	2,101,070	31,805	(2,225)	2,130,650
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	(25,638)	418,255	53,646	54,590	48,974	31,078	-	580,905	53,352	40	634,297
Net assets with donor restrictions	5	129,524	18,793	729	4,712	8,115	-	161,878	37,665	(40)	199,503
Total net assets	(25,633)	547,779	72,439	55,319	53,686	39,193	-	742,783	91,017	-	833,800
Total liabilities and net assets	$ 1,171,202	$ 2,189,948	$ 153,022	$ 122,005	$ 114,736	$ 76,516	$ (983,576)	$ 2,843,853	$ 122,822	$ (2,225)	$ 2,964,450

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2022

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH	MAHHC and Subsidiaries	APD and Subsidiary	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 2,056	$ 68,075	$ 32,500	$ 28,467	$ 11,631	$ 47,894	$ 1,306	$ -	$ 191,929
Patient accounts receivable, net	-	206,400	18,106	9,175	5,431	9,817	2,321	-	251,250
Prepaid expenses and other current assets	23,561	161,508	8,296	4,452	1,499	2,678	483	(33,344)	169,133
Total current assets	25,617	435,983	58,902	42,094	18,561	60,389	4,110	(33,344)	612,312
Assets limited as to use	301,000	884,007	13,183	16,005	26,979	14,680	24,088	(98,848)	1,181,094
Notes receivable, related party	842,052	11,557	-	-	-	-	-	(853,609)	-
Other investments for restricted activities	490	125,614	37,124	3,925	6,846	1,031	86	-	175,116
Property, plant, and equipment, net	-	587,739	66,385	45,973	16,947	42,436	5,360	-	764,840
Right-of-use assets, net	1,362	35,321	1,830	166	5,248	14,892	106	-	58,925
Other assets	681	146,699	8,316	6,573	2,526	7,292	76	-	172,163
Total assets	$ 1,171,202	$ 2,226,920	$ 185,740	$ 114,736	$ 77,107	$ 140,720	$ 33,826	$ (985,801)	$ 2,964,450
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 4,810	$ 865	$ 23	$ 26	$ 800	$ 72	$ -	$ 6,596
Current portion of right-of-use obligations	559	8,514	689	172	472	852	61	-	11,319
Current portion of liability for pension and other postretirement plan benefits	-	3,500	-	-	-	-	-	-	3,500
Accounts payable and accrued expenses	147,626	100,617	16,726	4,843	8,831	5,481	4,640	(132,192)	156,572
Accrued compensation and related benefits	-	169,194	6,817	4,507	4,490	4,735	817	-	190,560
Estimated third-party settlements	3,002	68,876	22,999	21,886	647	17,488	-	-	134,898
Total current liabilities	151,187	355,511	48,096	31,431	14,466	29,356	5,590	(132,192)	503,445
Notes payable, related party	-	808,602	-	27,437	17,570	-	-	(853,609)	-
Long-term debt, excluding current portion	1,044,845	25,084	21,867	32	110	23,005	2,345	-	1,117,288
Right-of-use obligations, excluding current portion	803	27,359	1,233	-	4,885	14,499	45	-	48,824
Insurance deposits and related liabilities	-	76,678	623	401	250	373	66	-	78,391
Liability for pension and other postretirement plan benefits, excluding current portion	-	220,350	7,774	-	482	-	-	-	228,606
Other liabilities	-	129,092	1,109	1,749	-	22,146	-	-	154,096
Total liabilities	1,196,835	1,642,676	80,702	61,050	37,763	89,379	8,046	(985,801)	2,130,650
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	(25,638)	447,013	56,674	48,974	31,231	50,308	25,695	40	634,297
Net assets with donor restrictions	5	137,231	48,364	4,712	8,113	1,033	85	(40)	199,503
Total net assets	(25,633)	584,244	105,038	53,686	39,344	51,341	25,780	-	833,800
Total liabilities and net assets	$ 1,171,202	$ 2,226,920	$ 185,740	$ 114,736	$ 77,107	$ 140,720	$ 33,826	$ (985,801)	$ 2,964,450

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	$ 1,826	$ 226,779	$ 35,146	$ 41,371	$ 26,814	$ 18,350	$ -	$ 350,286	$ 24,642	$ -	$ 374,928
Patient accounts receivable, net	-	196,350	13,238	6,779	6,699	6,522	-	229,588	2,573	-	232,161
Prepaid expenses and other current assets	23,267	151,336	20,932	2,012	4,771	1,793	(35,942)	168,169	(10,634)	(217)	157,318
Total current assets	25,093	574,465	69,316	50,162	38,284	26,665	(35,942)	748,043	16,581	(217)	764,407
Assets limited as to use	380,020	1,039,327	19,016	15,480	16,725	20,195	(169,849)	1,320,914	57,565	-	1,378,479
Notes receivable, related party	845,157	11,769	-	1,010	-	-	(856,926)	1,010	(1,010)	-	-
Other investments for restricted activities	248	111,209	12,212	1,128	4,266	7,699	-	136,762	31,273	-	168,035
Property, plant, and equipment, net	-	501,640	64,101	22,623	47,232	15,403	-	650,999	29,434	-	680,433
Right-of-use assets	1,233	32,343	2,396	16,104	360	5,819	-	58,255	155	-	58,410
Other assets	2,431	146,226	1,315	14,380	7,282	5,172	-	176,806	292	-	177,098
Total assets	$ 1,254,182	$ 2,416,979	$ 168,356	$ 120,887	$ 114,149	$ 80,953	$ (1,062,717)	$ 3,092,789	$ 134,290	$ (217)	$ 3,226,862
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 7,575	$ 865	$ 777	$ 91	$ -	$ -	$ 9,308	$ 99	$ -	$ 9,407
Current portion of right-of-use obligations	354	8,369	656	1,078	197	550	-	11,204	85	-	11,289
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	207,566	99,374	11,911	2,455	4,968	5,858	(205,791)	126,341	5,100	(217)	131,224
Accrued compensation and related benefits	-	156,073	8,648	5,706	4,407	5,343	-	180,177	1,893	-	182,070
Estimated third-party settlements	-	160,410	31,226	27,006	26,902	6,230	-	251,774	769	-	252,543
Total current liabilities	207,920	435,269	53,306	37,022	36,565	17,981	(205,791)	582,272	7,946	(217)	590,001
Notes payable, related party	-	811,563	-	-	27,793	17,570	(856,926)	-	-	-	-
Long-term debt, excluding current portion	1,047,659	29,846	22,753	23,558	55	(115)	-	1,123,756	2,601	-	1,126,357
Right-of-use obligations, excluding current portion	879	24,463	1,876	15,351	172	5,357	-	48,098	69	-	48,167
Insurance deposits and related liabilities	-	78,528	475	325	388	218	-	79,934	40	-	79,974
Liability for pension and other postretirement plan benefits, excluding current portion	-	218,955	5,286	-	-	511	-	224,752	-	-	224,752
Other liabilities	-	179,497	4,224	4,534	4,142	-	-	192,397	22,317	-	214,714
Total liabilities	1,256,458	1,778,121	87,920	80,790	69,115	41,522	(1,062,717)	2,251,209	32,973	(217)	2,283,965
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	(2,524)	526,153	65,224	38,969	39,557	29,838	-	697,217	61,370	40	758,627
Net assets with donor restrictions	248	112,705	15,212	1,128	5,477	9,593	-	144,363	39,947	(40)	184,270
Total net assets	(2,276)	638,858	80,436	40,097	45,034	39,431	-	841,580	101,317	-	942,897
Total liabilities and net assets	$ 1,254,182	$ 2,416,979	$ 168,356	$ 120,887	$ 114,149	$ 80,953	$ (1,062,717)	$ 3,092,789	$ 134,290	$ (217)	$ 3,226,862

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 Subsidiary	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 1,826	$ 227,402	$ 44,165	$ 26,814	$ 18,609	$ 50,451	$ 5,661	$ -	$ 374,928
Patient accounts receivable, net	-	196,350	13,238	6,699	6,620	6,779	2,475	-	232,161
Prepaid expenses and other current assets	23,267	151,677	10,195	4,771	1,808	1,418	341	(36,159)	157,318
Total current assets	25,093	575,429	67,598	38,284	27,037	58,648	8,477	(36,159)	764,407
Assets limited as to use	380,020	1,066,781	20,459	16,725	21,533	15,480	27,330	(169,849)	1,378,479
Notes receivable, related party	845,157	11,769	-	-	-	-	-	(856,926)	-
Other investments for restricted activities	248	119,371	34,921	4,266	7,698	1,501	30	-	168,035
Property, plant, and equipment, net	-	504,315	67,543	47,232	16,932	41,218	3,193	-	680,433
Right-of-use assets, net	1,233	32,343	2,396	360	5,820	16,104	154	-	58,410
Other assets	2,431	146,408	10,286	7,282	2,715	7,534	442	-	177,098
Total assets	$ 1,254,182	$ 2,456,416	$ 203,203	$ 114,149	$ 81,735	$ 140,485	$ 39,626	$ (1,062,934)	$ 3,226,862
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 7,575	$ 865	$ 91	$ 26	$ 777	$ 73	$ -	$ 9,407
Current portion of right-of-use obligations	354	8,369	656	197	550	1,078	85	-	11,289
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	207,566	99,682	12,032	4,968	5,983	2,920	4,081	(206,008)	131,224
Accrued compensation and related benefits	-	156,073	8,648	4,407	5,385	6,116	1,441	-	182,070
Estimated third-party settlements	-	160,410	31,226	26,902	6,231	27,006	768	-	252,543
Total current liabilities	207,920	435,577	53,427	36,565	18,175	37,897	6,448	(206,008)	590,001
Notes payable, related party	-	811,563	-	27,793	17,570	-	-	(856,926)	-
Long-term debt, excluding current portion	1,047,659	29,846	22,753	55	131	23,496	2,417	-	1,126,357
Right-of-use obligations, excluding current portion	879	24,463	1,876	172	5,357	15,351	69	-	48,167
Insurance deposits and related liabilities	-	78,528	476	388	218	325	39	-	79,974
Liability for pension and other postretirement plan benefits, excluding current portion	-	218,955	5,286	-	511	-	-	-	224,752
Other liabilities	-	179,497	4,223	4,142	-	26,852	-	-	214,714
Total liabilities	1,256,458	1,778,429	88,041	69,115	41,962	103,921	8,973	(1,062,934)	2,283,965
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	(2,524)	557,101	68,586	39,557	30,181	35,063	30,623	40	758,627
Net assets with donor restrictions	248	120,886	46,576	5,477	9,592	1,501	30	(40)	184,270
Total net assets	(2,276)	677,987	115,162	45,034	39,773	36,564	30,653	-	942,897
Total liabilities and net assets	$ 1,254,182	$ 2,456,416	$ 203,203	$ 114,149	$ 81,735	$ 140,485	$ 39,626	$ (1,062,934)	$ 3,226,862

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2022

(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	$ -	$ 1,751,093	$ 236,645	$ 99,403	$ 79,754	$ 59,040	$ -	$ 2,225,935	$ 17,302	$ -	$ 2,243,237
Contracted revenue	209	133,928	165	21	22	3,521	(60,573)	77,293	458	(85)	77,666
Other operating revenue	38,568	492,455	23,736	4,146	7,527	2,754	(50,711)	518,475	16,731	(1,175)	534,031
Net assets released from restrictions	249	13,299	779	435	190	204	-	15,156	738	-	15,894
Total operating revenue and other support	39,026	2,390,775	261,325	104,005	87,493	65,519	(111,284)	2,836,859	35,229	(1,260)	2,870,828
Operating expenses											
Salaries	-	1,091,601	135,083	43,266	40,219	28,960	(45,229)	1,293,900	20,422	1,085	1,315,407
Employee benefits	-	266,795	31,761	10,302	7,537	8,240	(5,842)	318,793	3,514	263	322,570
Medications and medical supplies	-	578,581	43,203	12,266	9,946	4,127	-	648,123	1,149	-	649,272
Purchased services and other	25,638	312,373	42,723	15,951	13,068	17,383	(32,862)	394,274	11,398	(1,810)	403,862
Medicaid enhancement tax	-	64,038	9,468	3,980	2,834	2,407	-	82,725	-	-	82,725
Depreciation and amortization	-	64,643	8,771	3,519	4,819	2,359	-	84,111	2,847	-	86,958
Interest	32,536	25,365	914	876	1,073	493	(29,530)	31,727	386	-	32,113
Total operating expenses	58,174	2,403,394	271,923	90,160	79,496	63,969	(113,463)	2,853,653	39,716	(462)	2,892,907
Operating (loss) margin	(19,148)	(12,619)	(10,598)	13,845	7,997	1,550	2,179	(16,794)	(4,487)	(798)	(22,079)
Non-operating (losses) gains											
Investment losses, net	(8,026)	(58,973)	(2,068)	(795)	(1,114)	(1,555)	(210)	(72,741)	(6,003)	-	(78,744)
Other components of net periodic pension and post retirement benefit income	-	11,902	2,008	-	-		-	13,910	-	-	13,910
Other (losses) income, net	(3,540)	(1,641)	(542)	-	1	169	(1,969)	(7,522)	66	798	(6,658)
Total non-operating (losses) gains, net	(11,566)	(48,712)	(602)	(795)	(1,113)	(1,386)	(2,179)	(66,353)	(5,937)	798	(71,492)
(Deficiency) excess of revenue over expenses	(30,714)	(61,331)	(11,200)	13,050	6,884	164	-	(83,147)	(10,424)	-	(93,571)
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	678	52	-	460	233	-	1,423	150	-	1,573
Change in funded status of pension and other postretirement benefits	-	(27,860)	(4,496)	-	-	48	-	(32,308)	(1)	-	(32,309)
Net assets transferred to (from) affiliates	7,600	(19,385)	4,066	2,571	2,096	795	-	(2,257)	2,257	-	-
Other changes in net assets	-	-	-	-	(23)	-	-	(23)	-	-	(23)
(Decrease) increase in net assets without donor restrictions	$ (23,114)	$ (107,898)	$ (11,578)	$ 15,621	$ 9,417	$ 1,240	$ -	$ (116,312)	$ (8,018)	$ -	$ (124,330)

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2022

(in thousands of dollars)	Dartmouth-Hitchcock Health	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH	MAHHC and Subsidiaries	APD and Subsidiary	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	$ -	$ 1,751,093	$ 236,645	$ 79,754	$ 59,041	$ 99,403	$ 17,301	$ -	$ 2,243,237
Contracted revenue	209	134,388	165	21	3,521	21	-	(60,859)	77,666
Other operating revenue	38,568	494,363	23,794	7,527	4,370	14,587	2,708	(51,886)	534,031
Net assets released from restrictions	249	13,873	821	190	204	548	9	-	15,894
Total operating revenue and other support	39,026	2,393,717	261,425	87,492	67,136	114,559	20,018	(112,545)	2,870,828
Operating expenses									
Salaries	-	1,091,601	135,116	40,219	29,729	47,352	15,534	(44,144)	1,315,407
Employee benefits	-	266,795	31,770	7,537	8,361	11,169	2,517	(5,579)	322,570
Medications and medical supplies	-	578,581	43,203	9,946	4,126	12,297	1,123	(4)	649,272
Purchased services and other	25,638	315,589	42,938	13,067	18,072	18,915	4,313	(34,670)	403,862
Medicaid enhancement tax	-	64,036	9,469	2,834	2,406	3,980	-	-	82,725
Depreciation and amortization	-	64,643	8,895	4,819	2,483	5,595	523	-	86,958
Interest	32,536	25,365	914	1,073	493	1,204	58	(29,530)	32,113
Total operating expenses	58,174	2,406,610	272,305	79,495	65,670	100,512	24,068	(113,927)	2,892,907
Operating (loss) margin	(19,148)	(12,893)	(10,880)	7,997	1,466	14,047	(4,050)	1,382	(22,079)
Non-operating (losses) gains									
Investment losses, net	(8,026)	(61,039)	(2,163)	(1,114)	(1,663)	(1,373)	(3,155)	(211)	(78,744)
Other components of net periodic pension and post retirement benefit income	-	11,902	2,008	-		-	-	-	13,910
Other (losses) income, net	(3,540)	(1,641)	(542)	1	179	-	56	(1,171)	(6,658)
Total non-operating losses, net	(11,566)	(50,778)	(697)	(1,113)	(1,484)	(1,373)	(3,099)	(1,382)	(71,492)
(Deficiency) excess of revenue over expenses	(30,714)	(63,671)	(11,577)	6,884	(18)	12,674	(7,149)	-	(93,571)
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	834	53	460	226	-	-	-	1,573
Change in funded status of pension and other postretirement benefits	-	(27,860)	(4,496)	-	47	-	-	-	(32,309)
Net assets transferred to (from) affiliates	7,600	(19,391)	4,108	2,096	795	2,571	2,221	-	-
Other changes in net assets	-	-	-	(23)	-	-	-	-	(23)
(Decrease) increase in net assets without donor restrictions	$ (23,114)	$ (110,088)	$ (11,912)	$ 9,417	$ 1,050	$ 15,245	$ (4,928)	$ -	$ (124,330)

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	15,395	(1,856)	383,949
Medicaid enhancement tax	-	57,312	8,315	3,075	2,523	1,716	-	72,941	-	-	72,941
Depreciation and amortization	10	67,666	8,623	3,366	4,364	2,617	-	86,646	2,275	-	88,921
Interest	32,324	24,158	936	875	1,077	510	(29,495)	30,385	402	-	30,787
Total operating expenses	51,837	2,162,732	241,942	77,196	72,320	59,789	(95,369)	2,570,447	40,170	(444)	2,610,173
Operating (loss) margin	(14,590)	67,938	(2,796)	7,143	(5,774)	4,236	2,329	58,486	(3,579)	(1,371)	53,536
Non-operating gains (losses)											
Investment income (losses), net	1,223	172,461	3,546	2,495	4,506	3,875	(137)	187,969	15,807	-	203,776
Other components of net periodic pension and post retirement benefit income	-	13,028	547	-	-	(16)	-	13,559	-	-	13,559
Other (losses) income, net	(3,540)	(653)	(332)	-	2	194	(2,192)	(6,521)	917	1,371	(4,233)
Total non-operating (losses) gains, net	(2,317)	184,836	3,761	2,495	4,508	4,053	(2,329)	195,007	16,724	1,371	213,102
(Deficiency) excess of revenue over expenses	(16,907)	252,774	965	9,638	(1,266)	8,289	-	253,493	13,145	-	266,638
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	1,076	600	-	108	224	-	2,008	9	-	2,017
Change in funded status of pension and other postretirement benefits	-	43,047	16,007	-	-	78	-	59,132	-	-	59,132
Net assets transferred to (from) affiliates	8,859	(13,548)	(42)	-	4,557	-	-	(174)	174	-	-
Other changes in net assets	-	(20)	(35)	(120)	-	-	-	(175)	(11)	-	(186)
(Decrease) increase in net assets without donor restrictions	$ (8,048)	$ 283,329	$ 17,495	$ 9,518	$ 3,399	$ 8,591	$ -	$ 314,284	$ 13,317	$ -	$ 327,601

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 Subsidiary	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	65,875	94,488	21,289	(94,855)	2,663,709
Operating expenses									
Salaries	-	988,595	118,711	33,611	29,986	44,240	12,227	(41,460)	1,185,910
Employee benefits	-	251,774	29,994	6,550	7,820	7,884	2,972	(4,852)	302,142
Medications and medical supplies	-	481,863	41,669	7,604	3,270	9,784	1,418	(85)	545,523
Purchased services and other	19,505	294,228	33,912	16,589	15,395	15,455	8,786	(19,921)	383,949
Medicaid enhancement tax	-	57,312	8,315	2,523	1,716	3,075	-	-	72,941
Depreciation and amortization	10	67,666	8,752	4,364	2,741	5,003	385	-	88,921
Interest	32,324	24,158	936	1,077	510	1,217	60	(29,495)	30,787
Total operating expenses	51,839	2,165,596	242,289	72,318	61,438	86,658	25,848	(95,813)	2,610,173
Operating (loss) margin	(14,592)	68,478	(3,042)	(5,774)	4,237	7,830	(4,559)	958	53,536
Non-operating gains (losses)									
Investment income (losses), net	1,223	179,357	6,317	4,506	4,066	2,472	5,972	(137)	203,776
Other components of net periodic pension and post retirement benefit income	-	13,028	547	-	(16)	-	-	-	13,559
Other (losses) income, net	(3,540)	(653)	(346)	2	207	-	918	(821)	(4,233)
Total non-operating (losses) gains, net	(2,317)	191,732	6,518	4,508	4,257	2,472	6,890	(958)	213,102
(Deficiency) excess of revenue over expenses	(16,909)	260,210	3,476	(1,266)	8,494	10,302	2,331	-	266,638
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	1,085	600	108	224	-	-	-	2,017
Change in funded status of pension and other postretirement benefits	-	43,047	16,007	-	78	-	-	-	59,132
Net assets transferred to (from) affiliates	8,859	(13,548)	-	4,557	-	-	132	-	-
Other changes in net assets	-	(20)	(46)	-	-	(120)	-	-	(186)
(Decrease) increase in net assets without donor restrictions	$ (8,050)	$ 290,774	$ 20,037	$ 3,399	$ 8,796	$ 10,182	$ 2,463	$ -	$ 327,601

Dartmouth-Hitchcock Health and Subsidiaries
Note to Supplemental Consolidating Information
June 30, 2022 and 2021

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.

MARY HITCHCOCK MEMORIAL HOSPTIAL (MHMH)/ DARTMOUTH HITCHCOCK CLINIC (DHC) DARTMOUTH HEALTH

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Effective: January 1, 2023

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Adjunct Professor, Australian Catholic University

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MHMH/DHC/ Dartmouth Health Trustee
Chief Executive Officer, Equifax

Laura M. Chiang, MD
MHMH/DHC Trustee
Assistant Professor of Anesthesiology and Critical Care; Vice Chair for Education, Dep.t of Anesthesiology and Co-Medical Director, Surgical Intensive Care Unit

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MHMH/DHC/ Dartmouth Health Trustee
Ex-Officio: Dean, Geisel School of Medicine at Dartmouth

Joanne M. Conroy, MD
MHMH/DHC/ Dartmouth Health Trustee
Ex-Officio: CEO & President, D-H/D-HH
One Medical Center Drive, Lebanon, NH 03756

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MHMH/DHC Trustee
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MHMH/DHC Trustee
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MHMH/DHC Trustee
Retired Senior Foreign Service Officer

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MHMH/DHC Trustee
Medical Director, Blood Bank
Department of Pathology and Laboratory Medicine

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MHMH/DHC Trustee
Professor Emeritus, Harvard Medical School and Chief Medical Officer, Applied Tissues Technologies, LLC

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MHMH/DHC Trustee
Medical Director of the Comprehensive Wound Clinic at D-H & Assistant Professor of Surgery, Geisel School of Medicine at Dartmouth

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MHMH/DHC Trustee
Adjust Lecturer, Harvard Kennedy School of Government

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MHMH/DHC Boards' Chair | Dartmouth Health Trustee
Nicholas M. Greene Professor and Chair, Dept. of Anesthesiology, Yale School of Medicine

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MHMH/DHC/ Dartmouth Health Trustee
Managing Director & CAO, White Mountains Insurance Group, Ltd

Sherri C. Oberg, MBA
MHMH/DHC Trustee
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Retired President & COO, JBG SMITH

Charles G. Plimpton, MBA
MHMH/DHC/ Dartmouth Health Trustee
MHMH/DHC Boards' Treasurer
Dartmouth Health Board Treasurer & Secretary

Retired Investment Banker

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President & CEO, Northeast Delta Dental

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MHMH/DHC Trustee
Co-founder & Senior Advisor, Health Advances, LLC

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MHMH/DHC Trustee
Dartmouth Health Trustee & Board Chair
Retired Senior Financial Advisor, Resident Director, of Bank of America/Merrill Lynch

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MHMH/DHC Trustee
Clinical Partner – Welsh Carson Anderson and Stowe

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MHMH/DHC/ Dartmouth Health Trustee
Chief executive officer emeritus of the American Organization of Nurse Executives (AONE)

Sandra L. Wong, MD, MS
MHMH/DHC Trustee
William N. and Bessie Allyn Professor of Surgery, Chair of the Department of Surgery at Dartmouth-Hitchcock Medical Center (DHMC) and the Geisel School of Medicine at Dartmouth, and senior vice president of the Surgical Service Line at D-HH

Member of Dartmouth Health, not a member of MHMH & DHC:

Richard J. Powell, MD
Dartmouth Health Trustee
Section Chief, Vascular Surgery; Professor of Surgery and Radiology

CURRICULUM VITAE

Timothy J. Fisher, MD, MHCDS

HOME
[redacted]

OFFICE
Dartmouth Hitchcock Medical Center
Department of Ob/Gyn
1 Medical Center Drive
Lebanon, NH 03756
timothy.j.fisher@hitchcock.org
[redacted]

I. EDUCATION

2011-2013	Dartmouth College	Master of Health Care Delivery Science
1993-1998	Geisel School of Medicine	Doctor of Medicine
1989-1993	Union College	Bachelor of Science in Biology

II. POSTDOCTORAL TRAINING

1998-2002	Naval Medical Center San Diego	Obstetrics and Gynecology Residency

III. PROFESSIONAL DEVELOPMENT ACTIVITIES

2015	American Society of Addiction Medicine	Buprenorphine Training	8 hr CME

IV. ACADEMIC APPOINTMENTS

2016-Present	Geisel School of Medicine	Assistant Professor of Ob/Gyn
2015-2016	Geisel School of Medicine	Clinical Assistant Professor of Ob/Gyn
2007-2015	Geisel School of Medicine	Adjunct Assistant Professor of Ob/Gyn

V. INSTITUTIONAL LEADERSHIP ROLES:

2016-Present	Dartmouth-Hitchcock Medical Center	Ob/Gyn Residency Program Director
2017-2019	DHMC	Interim Division Director, General Obstetrics and Gynecology
2016-2017	Dartmouth-Hitchcock Ob/Gyn Service Line	Associate Service Line Leader
2013-2016	Cheshire Medical Center/Dartmouth-Hitchcock Keene	Chair, Department of Surgery
2009-2013	Cheshire Medical Center/Dartmouth-Hitchcock Keene	Chair, Department of Ob/Gyn
2002-2004	Naval Hospital, Roosevelt Roads, PR,	Department Head, Ob/Gyn
2001-2002	Naval Medical Center, San Diego	Administrative Chief Resident

VI. LICENSURE AND CERTIFICATION (IF APPLICABLE):

2004-Present	Physician, New Hampshire Board of Medicine
2005-Present	Fellow, American Congress of Obstetricians and Gynecologists
2004-Present	Diplomate, American Board of Obstetrics and Gynecology
1999-2005	Physician & Surgeon, Medical Board of California Department of Consumer Affairs

VII. HOSPITAL APPOINTMENTS (IF APPLICABLE):

2016-present	Dartmouth-Hitchcock Medical Center	Staff physician
2008-present	Concord Hospital, Concord NH	Courtesy staff physician
2006-present	Cheshire Medical Center, Keene NH	Staff physician
2004-2006	Naval Hospital Pensacola, FL	Staff physician
2002-2004	Naval Hospital Roosevelt Roads, PR	Staff physician

VIII. OTHER PROFESSIONAL POSITIONS (NON-DARTMOUTH):

2016-Present Northern New England Perinatal Quality Improvement Network Medical Director
2008-Present Northern New England Perinatal Quality Improvement Network Steering Committee

IX. TEACHING ACTIVITIES:

A. UNDERGRADUATE (COLLEGE) EDUCATION: Not applicable

B. GRADUATE EDUCATION: As the Ob/Gyn Residency Program Director, I am responsible for the development, implementation, revision, and coordination of a weekly 4 hour didactic curriculum, and contribute to it via traditional lecture, flipped-classroom, and simulation-based sessions.

C. UNDERGRADUATE MEDICAL EDUCATION:

i. CLASSROOM TEACHING:

a. 2020-present
b. Geisel School of Medicine at Dartmouth
c. Phase 1 Reproductive Medicine course
d. Scientific Basis of Medicine lecturer: "Substance Use Disorders in Pregnancy"
e. 1 hour annually

a. 2018-present
b. Geisel School of Medicine at Dartmouth
c. Phase 1 Reproductive Medicine course
d. Scientific Basis of Medicine small group instructor
e. 4 hours annually

ii. CLERKSHIP TEACHING

a. 2016-present
b. Geisel School of Medicine at Dartmouth
c. Obstetrics and Gynecology third year clerkship
d. Assistant Professor and clinical preceptor
e. 200 hours annually

a. 2016-present
b. Geisel School of Medicine at Dartmouth
c. Obstetrics and Gynecology third year clerkship
d. Didactic session: The Well Woman Visit
e. 12 hours annually

a. 2006-2016
b. Geisel School of Medicine at Dartmouth
c. Obstetrics and Gynecology third year clerkship
d. Site clerkship coordinator and clinical instructor, Cheshire Medical Center/Dartmouth-Hitchcock Keene
e. 50 hours annually

D. GRADUATE MEDICAL EDUCATION:

a. 2016-Present
b. Dartmouth-Hitchcock Medical Center
c. Ob/Gyn residency program
d. Residency Program Director
e. 0.5 FTE Annually

a. 2004-2006
b. Naval Hospital Pensacola, Florida
c. Ob/Gyn clinical rotation
d. Family Medicine Residency Instructor and Ob/Gyn GME Coordinator
e. 100 hours annually

E. OTHER CLINICAL EDUCATION (e.g., PA programs): Not applicable

X. ADVISING/MENTORING

A. UNDERGRADUATE STUDENTS: Not applicable

B. GRADUATE STUDENTS: Not applicable

C. NON-DEGREE PROGRAM STUDENTS

DATES	STUDENT'S NAME	PROGRAM NAME (if applicable)
2016-2018	[redacted]	Geisel Research Assistant, now Medical student SUNY Upstate
2018	[redacted]	TDI student, Ob/Gyn residency applicant

D. MEDICAL STUDENTS:

DATES	STUDENT'S NAME	PROGRAM NAME (if applicable)
2017	[redacted]	Dartmouth Geisel School of Medicine MS-4
2018	[redacted]	Dartmouth Geisel School of Medicine MS-4
2018	[redacted]	Dartmouth Geisel School of Medicine MS-4
2018	[redacted]	Dartmouth Geisel School of Medicine MS-4

2019 [redacted]

E. RESIDENTS/FELLOWS: Not applicable

F. FACULTY: Not applicable

XI. RESEARCH TEACHING/MENTORING

A. UNDERGRADUATE STUDENTS: Not applicable

B. GRADUATE STUDENTS:

DATES	STUDENT'S NAME	PROGRAM NAME (if applicable)
2017-2018	[redacted]	TDI MPH candidate
2018-2019	[redacted]	TDI MPH candidate
2019-2020	[redacted]	TDI MPH candidate

C. MEDICAL STUDENTS:

DATES	STUDENT'S NAME	SPECIALTY
2018	[redacted]	Family Medicine
2019		Ob/Gyn
2020		Ob/Gyn

D. RESIDENTS/FELLOWS/RESEARCH ASSOCIATES:

DATES	STUDENT'S NAME	SPECIALTY
2018-2021	[redacted]	Ob/Gyn
2019-2022		Ob/Gyn

E. FACULTY: Not applicable

XII. COMMUNITY SERVICE, EDUCATION, AND ENGAGEMENT:

a 2015-2016
b. Cheshire Medical Center Board of Trustees
c. Trustee

d. Dartmouth-Hitchcock appointee
e. 40 hours annually

a. 2008-2015
b. Keene Health Alliance Board of Directors
c Trustee
d. Dartmouth-Hitchcock appointee
e. 40 hours annually

XIV. PROGRAM DEVELOPMENT

2017: "Purple Pod", a dedicated prenatal care clinic within the department of Ob/Gyn for women with opioid use disorder

2015: "Mothers in Recovery", a community hospital-based addiction treatment program for pregnant women with opioid use disorder combining medication-assisted therapy with buprenorphine and Centering Pregnancy™ based group prenatal care

2013: Cheshire Medical Center/Dartmouth Hitchcock Keene Surgical Quality Committee: Multidisciplinary committee charged with clinical activity monitoring and all quality assurance/process improvement efforts for inpatient perioperative services and ambulatory physician practices to include participation in the American College of Surgeons National Surgical Quality Improvement Project (ACS-NSQIP)

2009: Cheshire Medical Center/Dartmouth Hitchcock Keene Women's Health Quality Assurance Committee: Multidisciplinary committee charged with clinical activity monitoring and all quality assurance/process improvement efforts for inpatient women's health services and ambulatory physician practices.

2007: Cheshire Medical Center/Dartmouth Hitchcock Keene Perinatal Practice Committee: Multidisciplinary committee responsible for clinical practice guideline/policy and order set development for inpatient obstetrical services and ambulatory physician practices.

XVI. MAJOR COMMITTEE ASSIGNMENTS:

National/international

2011	Home Birth Summit, Airlie VA	Delegate
2013	Home Birth Summit, Airlie VA	Delegate
2014	Home Birth Summit, Seattle WA	Delegate
2019	Home Birth Summit, Santa Fe NM	Delegate

Regional

2012-present	NH State Maternal Mortality Review Panel	Member	NH DHHS

Institutional

2016-	Graduate Medical Education Committee	Member,	Dartmouth-Hitchcock Medical Center
2016-	Gynecology QI Committee	Member	Dartmouth-Hitchcock Medical Center
2013-2016	Surgical Quality Committee	Chair	Cheshire Medical Center/D-H Keene
2007-2012	Perinatal Practice Committee	Chair	Cheshire Medical Center/D-H Keene
2011-2013	Women's Health QA Committee	Chair	Cheshire Medical Center/D-H Keene
2004-2006	Medical Records Review Committee	Chair	Naval Hospital Pensacola
2002-2004	Surgical Care Review Committee	Chair	Naval Hospital Roosevelt Roads

XVII. MEMBERSHIPS, OFFICE AND COMMITTEE ASSIGNMENTS IN PROFESSIONAL SOCIETIES:

2007-2009	ACOG	Committee on Practice Bulletins-Gynecology
2005-2006	ACOG	Committee on Patient Education
2002-2004	ACOG	Armed Forces District Junior Fellow Vice-Chair and Chair
2000-2002	ACOG	Navy Section Junior Fellow Vice Chair and Chair

XX. AWARDS AND HONORS:

DATE	AWARD
2021	New Hampshire Magazine "Top Docs" for Obstetrics & Gynecology
2020	New Hampshire Magazine "Top Docs" for Obstetrics & Gynecology
2019	New Hampshire Magazine "Top Docs" for Obstetrics & Gynecology
2017	American Professors of Gynecology and Obstetrics/Dartmouth Geisel Medical School Outstanding Clinical Teaching Award
2013	New Hampshire Magazine "Top Docs" for Gynecology
2009	New Hampshire Magazine Reader's Choice "Top Docs"
2006	Navy and Marine Corps Commendation Medal
2006	Navy and Marine Corps Commendation Medal
2003	Navy and Marine Corps Commendation Medal
2005	Family Practice Residency Specialist Teacher of the Year, Naval Hospital Pensacola
2003	CAPT Gordon R. MacDonald Physician of the Year Award, Naval Hospital Roosevelt Roads
2002	Navy and Marine Corps Achievement Medal
2003	Flag Letter of Commendation, Navy Region Southeast
2001	Flag Letter of Commendation, Naval Medical Center San Diego
1993	Phi Beta Kappa, Alpha of New York at Union College
1993	Wrubel Memorial Prize: Awarded to graduating Union College senior preparing for a career in medicine based on academic achievement and character
1993	Meritorious Service Award: Awarded to six Union College seniors for exemplary service

XXI. INVITED PRESENTATIONS:

A. International: Not applicable

B. National:

*^January 2021: "*Incorporating Community Birth Providers in State-Based Perinatal Quality Improvement Activities*", Alliance for Innovation on Maternal Health Webinar, Washington DC
^*November 2020: "*Challenges in Rural Maternity Care*", Institute for Medicaid Innovation Subcommittee on Health of All Women in Medicaid Webinar, Washington DC

*^March 2020: "*Closing the Gap: Special Issues in Rural Maternal Health*", American College of Obstetricians and Gynecologists Congressional Leadership Conference, Washington, DC

*^February 2020: *"Potions to Ease Suffering: A Resident Learning Curriculum and Evidence-based Care Model for Pregnant and Postpartum Women with Opioid- and Other Substance Use Disorders"*, 2020 CREOG & APGO Annual Meeting, Orlando, FL

*^July 2018: *"Opiate Use Disorder – What's Now, What's Next, What Do We Need to Teach Our Residents?"*, ACOG Council on Resident Education in Gynecology and Obstetrics Education Retreat, Memphis TN

*^April 2018: *"Universal screening for substance use disorders in pregnancy: Implementing SBIRT in your practice"*, American College of Obstetricians and Gynecologists Annual Clinical Meeting, Austin TX

*^April 2018: "*Effective Screening Methods During Pregnancy for OUD and its Co-Morbidities*", Council on Patient Safety in Women's Health Care Safety Action Series Webinar

*^October 2016: "*Home Birth: Trends, Challenges, and Opportunities*", presented at the Cincinnati Children's Perinatal Outreach Program 15th Annual Regional Perinatal Summit, Cincinnati OH

*June 2015: *"Building Bridges: Practical Strategies for Midwife & Physician Collaboration"*, presented at the 60th Annual Meeting and Exhibition of the American College of Certified Nurse-Midwives, National Harbor MD

*March 2012: *"Maternity Care Workforce Analysis"*, presented at the Certified Professional Midwifery Symposium, Airlie VA

C. Regional/Local:

*^November 2018: "NNEPQIN Rural Perinatal Summit: Causes, Consequences, and Strategies for Mitigating Adverse Effects of Maternity Ward Closures in Northern New England" presentation at the Northern New England Perinatal Quality Improvement Collaborative Annual Meeting, Bretton Woods NH

*^June 2018: *"Impacts of Rural Maternity Unit Closures and Birth Outcomes: Evidence, Trends, and Future Directions"*. Northern New England Perinatal Quality Improvement Collaborative Spring Meeting, Lebanon NH.

*^February 2018: *"The Morbidly Obese, Chronic Opioid Patient"*. Co-presentation with Laura Chiang MD, Dartmouth-Hitchcock Medical Center Department of Ob/Gyn and Anesthesia Combined Grand Rounds.

*^October 2017: *"Abnormal placentation and Maternal Hemorrhage"*. Co-presentation with Laura Chiang MD, Dartmouth-Hitchcock Medical Center Department of Ob/Gyn and Anesthesia Combined Grand Rounds.

*^June 2017: *"Planned home birth to hospital transfer: Optimizing value for patients, families and practitioners"*. University of Vermont Medical Center Obstetrics, Gynecology & Reproductive Sciences Grand Rounds, Burlington VT.

*^March 2016: "*Moms and Moms-to-Be in Recovery: Perinatal Addiction Treatment Programs*". Co-presentation with Daisy Goodman CNM, DNP at the New England Medical Association meeting, Loon Mountain Resort, Lincoln NH.

*^January 2015: "*Team Strip Rounds: creation of a multidisciplinary fetal heart rate tracing review process*", panel presentation at the Northern New England Perinatal Quality Improvement Collaborative Winter Meeting, Lebanon NH.

*^May 2015: *"Collaboration in Action"*, presented at the Maine Home Birth Collaborative Symposium, Hallowell ME.

*^April 2015: *"Creating a Fetal Auscultation Monitoring Library"*, presented at the annual meeting of the Northern New England Perinatal Quality Improvement Collaborative, Bretton Woods NH.

*^April 2014: *"Home Birth to Hospital: Strategies to Optimize Collaboration"*, presented at the annual meeting of the Northern New England Perinatal Quality Improvement Collaborative, Bretton Woods NH.

*^March 2012: "*The Future of Home Birth in the United States: Addressing Shared Responsibility*", presented at the annual meeting of the Northern New England Perinatal Quality Improvement Collaborative, Bretton Woods NH.

*^November 2010: *"Confidential Review and Improvement Board (CRIB) and Patient Safety Organization (PSO) updates"*, presented at the annual meeting of the Northern New England Perinatal Quality Improvement Collaborative, Bretton Woods NH.

*^November 2009: "*NNEPQIN Regional Quality Assurance Peer Review Process*", presented at the annual meeting of the Northern New England Perinatal Quality Improvement Collaborative, Woodstock VT.

XXII. BIBLIOGRAPHY:

A. Peer-reviewed publications:

Vedam S, Stoll K, MacDorman M, Declercq E, Cramer R, Cheyney M, Fisher T, Butt E, Yang Y, Powell Kennedy H, (2018) Mapping integration of midwives across the United States: Impact on access, equity, and outcomes. PLoS ONE 13(2): e0192523. https://doi.org/10.1371/journal.pone.0192523. PMID: 29466389 PMCID: PMC5821332

Vedam S, Leeman L, Cheyney M, **Fisher T**, Myers S, Kane-Low L, Ruhl C. Transfer from Planned Home Birth to Hospital: Improving Interprofessional Collaboration. J Midwifery Womens Health 2014; 59:624–634. PMID: 25533708

B. Other scholarly work in print or other media: Not applicable

C. Abstracts: Include both oral, exhibit and poster presentations. Indicate with (#) abstracts that were reviewed (e.g., by a professional society) prior to being accepted for presentation.

Fisher TJ, McHale MT, Harrison TA. Colposcopic appearance at time of loop excision and subsequent histologic diagnosis: Abstract presented at October 2001 ACOG Armed Forces District meeting, Norfolk VA.

Fisher TJ, Menefee SA, Powell CR. Complex urethral diverticulum repair using modified bulbocavernosus flap and suburethral sling. Oral presentation, 2000 ACOG Armed Forces District Meeting, Cincinnati OH.

Fisher TJ, Hollis-Perry M, Harrison TA, Secord AR, Daly R. Coexistent virilizing stromal hyperthecosis and Brenner tumor of the ovary: A case report. Poster presentation, 2000 ACOG Armed Forces District Meeting, Cincinnati OH.

Sabi FL, Gaylord TG, Pollock KM, **Fisher TJ**, McNamara M. Fetal compromise from uterine prolapse: a novel approach to delivery. Poster presentation, 2000 ACOG Armed Forces District Meeting, Cincinnati OH.

#Fisher TJ, Schwartz RG, Thompson C, Van Geel T, Carleo J, Leon RJ. Transient Ischemic Dilation Identifies Risk of Subsequent Cardiac Events. Journal of Nuclear Cardiology, 1997; 4:S106 (Abstract 95.4). Presentation, Third International Conference on Nuclear Cardiology, Florence, Italy April 1997.

#Haque WA, Schwartz RG, **Fisher TJ**, Miller Watelet L, Oakes D, Mackin M, Thompson C, van Geel T, Carleo J, Leon RJ, Pentz WH, Kalaria VG. Transient ischemic dilation provides incremental prognostic value to quantitative SPECT. Circulation 1997; 96:Suppl. (Abstract # 1078), I-195. Presentation, 70th Scientific Sessions, November 1997, Orlando, FL.

BIOGRAPHICAL SKETCH

Provide the following information for the Senior/key personnel and other significant contributors.
Follow this format for each person. **DO NOT EXCEED FIVE PAGES.**

NAME: Margaret Rose Minnock

eRA COMMONS USER NAME (credential, e.g., agency login):

POSITION TITLE: Director, Regional Program for Women's & Children's Health / Executive Director, D-H's NNEPQIN Program

EDUCATION/TRAINING *(Begin with baccalaureate or other initial professional education, such as nursing, include postdoctoral training and residency training if applicable. Add/delete rows as necessary.)*

INSTITUTION AND LOCATION	DEGREE *(if applicable)*	Completion Date MM/YYYY	FIELD OF STUDY
Wellesley College, Wellesley, MA	BA	05/1983	Political Science, with Honors
Amos Tuck School of Business at Dartmouth College, Hanover NH	MBA	05/1991	Business studies, organizational development

A. Personal Statement

Over my long career at Dartmouth-Hitchcock and with D-H's NNEPQIN Program, my guiding light has been to make this world a better place for mothers and families. I feel honored to work on a team with so many clinically expert and compassionate colleagues who share that mission. As Executive Director and partner to our Medical Director of D-H's NNEPQIN Program, my role is to help set the strategic direction for our collaborative, and to manage the financial, legal, operational and other network-related matters with our member organizations.

In my role with the leadership team in the Department of Population Health and Dartmouth Health Childrens, I am responsible for building strategic regional relationships & programs to enhance maternal and child health. This includes overseeing design & delivery of regional services and continuing education programs in perinatal & pediatric care; collaborating with leadership of Obstetrics & Gynecology Department on maternal-child health issues in the region; supporting advocacy efforts for perinatal & pediatric health with Government Relations office; providing vision, leadership & management of many CME/CNE offerings; and supporting strategic planning efforts with CHaD & D-H leadership.

I am also the Executive Director of Dartmouth-Hitchcock's Northern New England Perinatal Quality Improvement Network (NNEPQIN). D-H's NNEPQIN Program is a voluntary consortium of 50+ hospitals & healthcare organizations across New Hampshire, Vermont, & Maine. Our mission is to improve maternal & newborn care via robust educational conferences, multi-disciplinary best practice guidelines, consistent QI metrics to facilitate benchmarking, and independent & confidential case review of unanticipated outcomes. See https://www.nnepqin.org

B. Positions and Honors

Positions:

2002 – present	Director, Regional Program for Women's & Children's Health Children's Hospital at Dartmouth (CHaD)
2004 – present	Executive Director D-H's Northern New England Perinatal Quality Improvement Network

Committees:

2002 – present	D-H Clinical Ethics Committee; was on Education & Policy Subcommittees for 12+ years
2018 – 2022	NH Governor's Commission/Perinatal Substance Exposure Task Force
2018	D-H Opioid Collaborative Forum Planning Committee
2008-2018	D-H Continuing Medical Education Advisory Committee

C. Contributions to Science

D. Additional Information: Research Support and/or Scholastic Performance

OMB No. 0925-0001 and 0925-0002 (Rev. 03/2020 Approved Through 02-28-2023)

BIOGRAPHICAL SKETCH

NAME: Goodman, Daisy

eRA COMMONS USER NAME (credential, e.g., agency login): DJGoodman

POSITION TITLE: Assistant Professor, Dept of Obstetrics and Gynecology; Director of Women's Health Services, Dartmouth-Hitchcock Moms in Recovery Program

EDUCATION/TRAINING

INSTITUTION AND LOCATION	DEGREE *(if applicable)*	Completion Date	FIELD OF STUDY
Yale University, New Haven, CT	BA	06/1985	Linguistics
N.H. Community Technical College, NH	AD-RN	06/1998	Nursing
Frontier School of Midwifery and Family Nursing, KY	CNM/WHNP	06/2002	Nurse-Midwifery, Women's Health
State University of New York, Stony Brook, NY	MS	06/2004	Nursing
Massachusetts General Hospital, Boston, MA	DNP	06/2009	Nursing
The Dartmouth Institute/Geisel School of Med., NH	MPH	06/2014	Public Health
Veterans Health Administration Quality Scholars, VAMC, White River Junction, VT	Post-doctoral fellowship	06/2015	Healthcare Quality Improvement

A. Personal Statement

I am a practicing nurse midwife with twenty years of frontline engagement in the care of perinatal drug and alcohol use disorders and associated social stressors. I have a strong background in clinical improvement and implementation, teach improvement science at The Dartmouth Institute, and currently direct Dartmouth-Hitchcock's *Early and Lasting Connections* project, funded by HRSA's R-CORP NAS. My scholarship and experience in the care of perinatal women with OUD/SUD has prepared me to successfully implement and evaluate ***Weaving the Safety Web: Enhancing Rural Systems of Care for Families Impacted by Opioid & Other Substance Use Disorders***, which builds on this work.

Goodman D, Zagaria A, Flanagan V, Deselle F, Hitchings A, Maloney R, Small T, Vergo A, Bruce, ML. Feasibility and acceptability of a checklist and learning collaborative to promote quality and safety in the perinatal care of women with opioid use disorders. *Journal of Midwifery and Women's Health,* 2019; 64:104-111.

Goodman, D, Saunders, E, Wolff, K. In their own words: A qualitative study of factors promoting resilience and recovery among postpartum women with opioid use disorders. *BMC Pregnancy and Childbirth* 2020; 178:1-10.

Krans, E, Campopiano, M, Cleveland, L, **Goodman, D** et al. National Partnership for Maternal Safety Consensus Bundle on Obstetric Care for Women with Opioid Use Disorder. *Obstetrics and Gynecology* 2019.

B. Positions and Honors

Positions and Employment

2002-2013 Certified Nurse Midwife, Rumford Hospital (2000-2006); Franklin Memorial Hospital (2006-2013)
2013- 2014 Adjunct faculty of Nurse-midwifery, Frontier Nursing University
2013-present Certified Nurse Midwife, Director of Women's Health Service Dartmouth-Hitchcock Moms in Recovery
2015-2016 The Dartmouth Institute for Health Policy and Clinical Practice (TDI), Geisel School of Medicine at Dartmouth; 2015-2016: Instructor; 2017-present: Assistant Professor
2013-Present Clinical Assistant Professor, Ob/Gyn, Geisel School of Medicine; 2017-present: Assistant Professor

Professional Memberships and Honors: Member: Am. College of Nurse Midwives, Am. Society of Addiction Medicine

2012 Midwife of the Year Award Maine Affiliate, American College of Nurse-Midwives
2014 Leadership Award The Dartmouth Institute for Health Policy and Clinical Practice
2019 NH Nursing Excellence Award (APRN)

C. Contribution to Science

In 2016, I led the development of a regional quality improvement initiative to standardize and improve practice in the care of perinatal substance use. This successful pilot demonstrated the feasibility, acceptability, and effectiveness of using implementation and quality improvement approaches to improve care for families impacted with substance use disorders.

Complete list of published work: provide link: https://scholar.google.com/citations?user=X5g81olAAAAJ&hl=en

OMB No. 0925-0001 and 0925-0002 (Rev. 03/2020 Approved Through 02/28/2023)

BIOGRAPHICAL SKETCH

Provide the following information for the Senior/key personnel and other significant contributors.

NAME: Victoria Flanagan

eRA COMMONS USER NAME (credential, e.g., agency login): RN, MS

POSITION TITLE: Perinatal Outreach Educator, Dartmouth-Hitchcock, Lebanon, NH

EDUCATION/TRAINING *(Begin with baccalaureate or other initial professional education, such as nursing, include postdoctoral training and residency training if applicable. Add/delete rows as necessary.)*

INSTITUTION AND LOCATION	DEGREE *(if applicable)*	Completion Date MM/YYYY	FIELD OF STUDY
Loyola University, Chicago, IL	BSN	1978	Nursing
Dartmouth Medical School, Hanover, NH	MS	2003	Clinical Evaluative Science

A. Personal Statement

As the Perinatal Outreach Educator for the Regional Program for Women's and Children's Health at Dartmouth-Hitchcock in Lebanon, NH, I perform case reviews and provide educational support to perinatal providers throughout Northern New England. Because of the opioid crisis in our region, many of the case reviews focus on these clinical situations. Additional projects include the Perinatal Care of Women with Substance Use Disorders Toolkit; Optimizing Care for Newborns with Neonatal Abstinence Syndrome Data Driven Project; the New Hampshire's Governor's Task Force on Substance Abuse in Pregnancy and the Maternal Mortality & Infant Death Review Committees.

I also serve as the Director of Operations for the Northern New England Perinatal Quality Improvement Network (NNEPQIN), Founded in 2003, NNEPQIN is a voluntary consortium of 50+ organizations in Vermont, New Hampshire and Maine consisting of academic medical centers, community-based hospitals, state health departments & professional home birth midwifery organizations. NNEPQIN's mission is to improve perinatal care across the region by offering continuing education & quality improvement initiatives, developing best practice guidelines while assisting members to adapt them for local implementation. As this grant states, our region has been heavily impacted by opioid use disorder in pregnant women, and therefore NNEPQIN has designed and supported many initiatives to address this issue and improve outcomes.
https://www.nnepqin.org

B. Positions and Honors

1995-present	Perinatal Outreach Educator, The Regional Program for Women's and Children's Health, Dartmouth-Hitchcock, Lebanon, NH
2009-present	Director of Operations, Northern New England Perinatal Quality Improvement Network (NNEPQIN), Lebanon, NH
2012 – Present	NH Maternal Mortality Case Abstractor, NH Department of Health and Human Services, Concord, NH

C. Contributions to Science

1. Goodman D, Zagaria, A, Flanagan V et al. Feasibility and acceptability of a checklist and learning collaborative to promote quality and safety in the perinatal care of women with opioid use disorders. *Journal of Midwifery & Women's Health*. 2019 Jan;64(1):104-111
2. Atwood EC, Sollender G, Huas E, Arsnow C, Flanagan V et al. A Qualitative Study of Family Experience with Hospitalization for Neonatal Abstinence Syndrome. *Hospital Pediatrics*. 2016; 6(10): 626-632.
3. Donnelly K, Lauria MR, Flanagan V. Multistate Collaboration to Confidentially Review Unanticipated Perinatal Outcomes: Lessons Learned. *Obstetrics and Gynecology* 2015; 126(4):765-9.

MAGGIE COLEMAN, MPH

margaret.a.coleman@hitchcock.org | [redacted]

EDUCATION

Dartmouth College, Hanover, NH
Master of Public Health **June 2022**
Delta Omega Honor Society, Social Justice Award Recipient

University of Southern California, Los Angeles, CA
Bachelor of Arts in Anthropology and Spanish **June 2014**
Magna cum laude, Phi Beta Kappa Honor Society

PROFESSIONAL EXPERIENCE

Dartmouth Health, Lebanon, NH **February 2022 - Present**
Population Health Coordinator

- Supporting NH birthing hospitals' implementation of perinatal care quality improvement safety bundles.
- Implementing youth vaping prevention strategies in partnership with community champions.
- Designing models for supportive hiring pathways to further Dartmouth Health's anchor mission.

DHMC Community Health Improvement Plan (CHIP) Strategy Consultant

- Synthesized and reviewed data from community and clinical discussions for FY23-FY25 CHIP writing.
- Engaged with clinical teams to verify data collection plans for initiatives included in FY23-FY25 CHIP.

DHMC Community Health Improvement Plan Strategy Intern

- Facilitated clinical and community focus groups and interviews in response to FY21 Community Health Needs Assessment (CHNA).
- Performed qualitative analysis of CHNA feedback in Dedoose to inform the FY23-FY25 CHIP strategy.

Public Health Council of the Upper Valley, Lebanon, NH **June 2022 – March 2023**
Community Health Improvement Plan (CHIP) Strategy Consultant

- Supported creation of the PHC's regional CHIP by researching existing improvement models, reviewing data from clinical and community teams, and facilitating discussions around identified priority health areas.

Early Childhood Consultant

- Developed an evidence-based best practice framework by which to assess regional services and supports for early childhood wellbeing.
- Collected and analyzed qualitative data obtained from interviews of early childhood services at the system, provider, and caregiver level.
- Generated an accessible report of findings for use in improvement planning and cross-sector collaboration.

Dartmouth College, Hanover, NH **June 2022 - Present**
Graduate Teaching Assistant, The Dartmouth Institute

- Support TDI faculty in developing course materials, coaching students, and grading assignments.

Guidepost Montessori, Virtual School **November 2020-July 2021**
Lead Toddler Teacher

- Designed and implemented a virtual Montessori curriculum for 20 remote students aged 2 to 4 years.
- Collaborated with families to design at-home environments promoting children's growth and independence.

Minor Avenue Children's House, Seattle, WA **January 2016 - July 2020**
Lead Toddler Teacher

- Designed and implemented a Montessori curriculum for 14 students aged 12 months to 3 years while managing a staff of 3 assistants.
- Authored individualized lesson plans promoting social-emotional, cognitive, and physical development.
- Led parent conferences and authored content for family education events and newsletters.
- Created virtual learning materials, interactive videos, and parent education portal amidst COVID-19.

Mary Hitchcock Memorial Hospital

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract (SFY2023-2025)
Medical Director	Timothy Fisher	$365,180.00	5.0%	$54,777.90
Program Advisor / Administrative Director	Margaret Rose Minnock	$162,671.00	2.5%	$12,200.33
Clinical Subject Matter Expert	Daisy Goodman	$138,325.00	2.5%	$10,374.38
Data Abstractor & Perinatal Educator	Victoria Flanagan	$113,093.00	23.0%	$77,334.00
Project Coordinator	To Be Named	$62,424.00	50.0%	$93,636.00
Data Analyst	Margaret Coleman	$60,464.00	20.0%	$36,278.40

17 mac

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 22, 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 of Public Health Services, to amend an existing contract with Mary Hitchcock Memorial Hospital (VC# 177160), Lebanon, NH, to provide Alliance on Innovation in Maternal Health (AIM) patient safety bundles in order to reduce maternal mortality, by increasing the price limitation by $52,114 from $273,112 to $325,226 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 10, 2020, item #12 and most recently amended with Governor and Council approval on June 16, 2021, item #34.

Funds are available in the following account for State Fiscal Year 2022, and are anticipated to be available in State Fiscal Year 2023, 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.

05-95-90-902010-34870000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, MATERNAL MORTALITY

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Program Services	90080478	$68,278	$0	$68,278
2021	102-500731	Contracts for Program Services	90080478	$68,278	$0	$68,278
2022	102-500731	Contracts for Program Services	90080478	$68,278	$0	$68,278
2023	102-500731	Contracts for Program Services	90080478	$68,278	$0	$68,278
			Subtotal	**$273,112**	**$0**	**$273,112**

05-95-90-902010-45260000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, MCH DATA LINKAGE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Pub Asst and Rel	90080125	$0	$52,114	$52,114
			Subtotal	**$0**	**$52,114**	**$52,114**
			Total	**$273,112**	**$52,114**	**$325,226**

EXPLANATION

The purpose of this request is for the Contractor to collaborate with the Alliance on Innovation in Maternal Health (AIM) to implement at least two (2) AIM evidence-based patient safety bundles in order to provide a standardized approach to improve the quality of health care provided to pregnant woman impacted by opioid use and other substances. Opioid overdose is a leading cause of pregnancy-associated deaths in New Hampshire. A patient safety bundle is a structured way of delivering health care: each bundle includes a set of straightforward evidence-based clinical practices that, when performed collectively and consistently, has been proven to reduce maternal mortality and pregnancy associated deaths. These patient safety bundles help pregnant woman and their families' access support for behavioral health, mental health, and other community resources. These steps will help prevent substance use associated illness and death during pregnancy and will also result in savings to the Department.

The Contractor will also continue to assist the Department's Maternal Mortality Review Committee, including collecting maternal death information, abstracting medical and non-medical records on maternal death cases, and participating in reviews of maternal death cases.

The Department will monitor services to ensure:

- Successful completion (100% attendance) at the national AIM Data Community of Learning to address data quality and share best practices in addressing needs of the New Hampshire birthing facilities in implementing these bundles.
- Completion of at least one AIM data training session, with the Department, for all of the participating birthing locations to identify barriers to reporting AIM bundle- specific outcome measures, including the percent of pregnant and postpartum people screened for substance use disorder and validated screening tools and resources shared with prenatal care sites.
- Timely submission of quarterly reports to the Department regarding AIM program progress, which include structure and outcome measures that are associated with the patient safety bundles being implemented.

Should the Governor and Council not authorize this request, the Department will not be able to effectively address opioid related disorders in pregnant women in New Hampshire, which may result in more maternal mortality related to opioid misuse.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.110, FAIN # H18000033.

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Enhancing Reviews and Surveillance to Eliminate Maternal Mortality contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mary Hitchcock Memorial Hospital for itself and on behalf of Dartmouth-Hitchcock Clinic (collectively doing business as Dartmouth Hitchcock) ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 10, 2020 (Item #12), as amended on June 16, 2021 (Item #34), 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 1.8, Price Limitation, to read:

   $325,226

2. Modifying Exhibit A – Amendment #1, Scope of Services, by adding Subsections 2.15 through 2.18, to read:

   2.15 The Contractor shall comply with all privacy and security requirements as outlined in this Contract, and collaborate with the Alliance on Innovation in Maternal Health (AIM) to provide a standardized approach to delivering improved patient outcomes at birthing locations by implementing at least two (2) AIM evidence-based patient safety bundles, which include, but are not limited to, the following resources and aggregated data:

   2.15.1 Number of substance use disorders (SUD) among pregnant and postpartum individuals.

   2.15.2 Number of Severe Maternal Morbidity (SMM), including transfusion codes, among individuals with SUD.

   2.15.3 Number of proportion of pregnancy associated deaths due to overdose.

   2.15.4 Percent of newborns exposed to substances in utero who go home to either birth parent.

   2.15.5 Percent of pregnant and postpartum individuals with opioid use disorder (OUD) who received or were referred to medication for opioid use disorder (MOUD).

   2.15.6 Percent of pregnant and postpartum individuals with SUD who received or were referred to recovery treatment services.

   2.15.7 Percent of pregnant and postpartum individuals with SUD who received or were prescribed Naloxone prior to delivery discharge.

   2.15.8 Percent of pregnant and postpartum individuals screened for SUDs.

   2.15.9 Percent of pregnant and postpartum individuals with OUD who were counseled on medication for opioid use disorder (MOUD).

2.15.10 Percent of pregnant and postpartum individuals with SUD who were counseled on recovery treatment services.

2.15.11 Percent of pregnant and postpartum individuals with SUD who received Naloxone counseling.

2.15.12 Provider and Nursing Education – Substance Use Disorders.

2.15.13 Provider and Nursing Education – Respectful and Equitable Care.

2.15.14 Resource Mapping/Identification of Community Resources.

2.15.15 Patient Event Debriefs.

2.15.16 General Pain Management Guidelines.

2.15.17 OUD Pain Management Guidelines.

2.15.18 Validated Verbal Screening Tools and Resources Shared with Prenatal Care Sites.

2.16 The Contractor shall participate in the national AIM Data Community of Learning to address data quality and share best practices in addressing needs, as directed by the Department.

2.17 The Contractor shall facilitate, in collaboration with the Department, an AIM data training session for all participating birthing locations to identify barriers to reporting AIM bundle- specific metrics.

2.18 The Contractor shall work submit quarterly reports to the Department that include, but are not limited to, AIM program progress, structure and outcome measures that are associated with the patient safety bundles being implemented.

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

2. This agreement is funded with;

2.1 84% Federal Funds from Centers for Disease Control & Prevention on June 30, 2021, Preventing Maternal Deaths: Supporting Maternal Mortality Review Committees Grant. Catalog of Federal Domestic Assistance (CFDA) #93.478, Federal Award Identification Number (FAIN) #NU58DP006693.

2.2 16% Federal Funds from Department of Health and Human Services, Health Resources and Services Administration on August 18, 2021, Maternal and Child Health Federal Consolidated Programs. Catalog of Federal Domestic Assistance (CFDA) #93.110, Federal Award Identification Number (FAIN) #H18000033.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

4.1 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 items as specified in Exhibit B-1, Budget through Exhibit B-5 Budget, Amendment #2.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.2, to read:

4.2 The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:

4.2.1 Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.

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4.2.2 Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

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

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

6. Add Exhibit B-5 Budget – Amendment #2 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.

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

1/24/2022
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

Mary Hitchcock Memorial Hospital for itself and on behalf of Dartmouth-Hitchcock Clinic

1/21/2022
Date

Barbara A. Vance
Name: Barbara A. Vance
Title: Vice President, Research Operations

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

OFFICE OF THE ATTORNEY GENERAL

2/11/2022
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: Mary Hitchcock Memorial Hospital d/b/a Dartmouth Hitchcock

Project Title: Enhancing Reviews and Surveillance to Eliminate Maternal Mortality

Budget Period: Date of G&C Approval – June 30, 2022

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	$ 15,250.00	$ 2,363.75	$ 17,613.75	$ -	$ -	$ -	$ 15,250.00	$ 2,363.75	$ 17,613.75
2. Employee Benefits	$ 4,850.00	$ 751.75	$ 5,601.75	$ -	$ -	$ -	$ 4,850.00	$ 751.75	$ 5,601.75
3. Consultants	$ 22,500.00	$ 3,487.50	$ 25,987.50	$ -	$ -	$ -	$ 22,500.00	$ 3,487.50	$ 25,987.50
4. Equipment:	$ 2,000.00	$ 310.00	$ 2,310.00	$ -	$ -	$ -	$ 2,000.00	$ 310.00	$ 2,310.00
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 388.00	$ 60.14	$ 448.14	$ -	$ -	$ -	$ 388.00	$ 60.14	$ 448.14
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 131.00	$ 20.31	$ 151.31	$ -	$ -	$ -	$ 131.00	$ 20.31	$ 151.31
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ 1.00	$ -	$ 1.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 45,120.00	$ 6,993.45	$ 52,113.45	$ -	$ -	$ -	$ 45,120.00	$ 6,993.45	$ 52,113.45
Indirect As A Percent of Direct		15.5%							

BdV

Contractor Initials

1/21/2022

Date

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 10, 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 of Public Health Services, to amend an existing contract with Mary Hitchcock Memorial Hospital (VC# 177160), Lebanon, NH, to continue the collection and abstraction of clinical and non-clinical data to address maternal morbidities in order to prevent future maternal deaths, by exercising a contract renewal option by increasing the price limitation by $136,556 from $136,556 to $273,112 and extending the completion date from June 30, 2021 to June 30, 2023 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 100% Federal Funds.

The original contract was approved by Governor and Council on June 10, 2020, item #12.

Funds are anticipated to be available in State Fiscal Years 2022 and 2023, 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.

05-95-90-902010-3487 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, MATERNAL MORTALITY

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90080478	$68,278	$0	$68,278
2021	102-500731	Contracts for Prog Svc	90080478	$68,278	$0	$68,278
2022	102-500731	Contracts for Prog Svc	90080478	$0	$68,278	$68,278
2023	102-500731	Contracts for Prog Svc	90080478	$0	$68,278	$68,278
			Totals	$136,556	$136,556	$273,112

EXPLANATION

The purpose of this request is for the Contractor to continue assisting the efforts of the Maternal Mortality Program, including collecting maternal death information, abstracting medical and non-medical records on maternal death cases, and participating in reviews of maternal death

cases. Dartmouth Hitchcock Medical Center is uniquely qualified to provide the services as it oversees the Northern New England Perinatal Quality Improvement Network (NNEPQIN). NNEPQIN is the sole perinatal quality collaborative for Northern New England. NNEPQIN is named in New Hampshire Maternal Mortality legislation as a partner in the collection, abstraction and participation in review of maternal death cases.

The Contractor will enter data into the Maternal Mortality Review Information Application regarding deaths of women in New Hampshire during pregnancy and during the year following the end of pregnancy. The Contractor will attend the Maternal Mortality Review Committee Meetings and assist the Department's Maternal Mortality Review Coordinator as needed. The Contractor will work with stakeholders and the Department to create an action plan to implement the maternal health and wellness recommendations and to develop educational and other materials for healthcare professionals and the public.

The Department will monitor contracted services to ensure:

- Maternal Mortality case data and Review Committee recommendations are entered into the Maternal Mortality Review Information Application within one (1) month of the Maternal Mortality Review Committee Meetings.
- A Recommendations Worksheet is submitted to the Department within one (1) month of the Maternal Mortality Review Committee Meetings.

As referenced in Exhibit C-1 of the original agreement, the parties have the option to extend the agreement 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 extend the agreement for (2) years of the two (2) year renewal option, leaving no renewal time remaining.

Should the Governor and Council not authorize this request, the work conducted by the Maternal Mortality Review Committee to make recommendations regarding maternal deaths in New Hampshire will be delayed due to lack of assistance in completing the abstracting and case preparation for maternal mortality review.

Area served: Statewide

Source of Funds: CFDA #93.478, FAIN N58DP006693.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Enhancing Reviews and Surveillance to Eliminate Maternal Mortality contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mary Hitchcock Memorial Hospital for itself and on behalf of Dartmouth-Hitchcock Clinic (collectively doing business as Dartmouth Hitchcock) ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 10, 2020, (Item #12) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 2, 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, and modify the scope of services to support continued delivery of these services; and

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

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

   June 30, 2023.

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

   $273,112.

3. Modify Exhibit A, Scope of Services, by deleting it in its entirety and replacing with Exhibit A – Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

   4.1. 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 items as specified in Exhibit B-1, Budget through Exhibit B-4, Budget.

5. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 8, to read:

   8. Payments may be withheld pending receipt of required deliverables and documentation as identified in Exhibit A – Amendment #1, Scope of Services, and in this Exhibit B.

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

7. Add Exhibit B-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021, upon Governor and Executive 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

5/25/2021
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Interim Director

Mary Hitchcock Memorial Hospital for itself and on behalf of Dartmouth-Hitchcock Clinic

5/25/2021
Date

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

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

OFFICE OF THE ATTORNEY GENERAL

5/27/2021
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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.

1.2. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.

1.3. The Contractor shall ensure one (1) part-time Maternal Mortality Abstractor provides data-related activities, which include but are not limited to:

1.3.1. Collecting maternal death information.

1.3.2. Abstracting maternal death cases.

1.3.3. Reviewing maternal death cases.

2. Scope of Work

2.1. The Contractor shall enter data into the Maternal Mortality Review Information Application (MMRIA) regarding deaths of women in New Hampshire during pregnancy and during the year following the end of pregnancy.

2.2. The Contractor shall enter abstracted maternal mortality case data and information into the MMRIA within one (1) month of receiving the information from the Maternal Mortality Review Coordinator. The Contractor shall:

2.2.1. Conduct a record review in order to abstract data and information related to NH maternal death cases.

2.2.2. Maintain working knowledge of the Center for Disease Control's (CDC) maternal mortality practices and resources.

2.2.3. Refer to the Center for Disease Control's Review to Action website and the Enhancing Reviews and Surveillance to Eliminate Maternal Mortality (ERASE MM) website for updated maternal mortality information.

2.3. The Contractor shall attend abstractor trainings conducted by the CDC.

2.4. The Contractor shall attend a minimum of two (2) Maternal Mortality Review Committee (MMRC) meetings each State Fiscal Year of the contract period and provide meeting minutes with recommendations to the Maternal Mortality Review Coordinator within one (1) week of each meeting.

2.5. The Contractor shall maintain the established Recommendations Work Group, consisting of a multidisciplinary group of individuals including, but not limited to:

2.5.1. Mental Health Facility staff.

2.5.2. Community Health workers.

2.5.3. Medical personnel.

2.6. The Contractor shall facilitate in-person or virtual meetings of the Recommendations Work Group on an as-needed basis to review and discuss the recommendations of the MMRC.

2.7. The Contractor shall utilize information provided by the Recommendations Work Group to inform action on no less than two (2) projects each State Fiscal Year of the contract period.

2.8. The Contractor shall in collaboration with the Department implement the recommendations of the MMRC.

2.9. The Contractor shall attend weekly Organizational Meetings with the Department as scheduled by the Department. Meeting activities will include, but are not limited to:

2.9.1. Identifying required educational content and materials.

2.9.2. Establishing Annual Performance Measures.

2.10. The Contractor shall develop the necessary educational content and materials required to implement the recommendations of the MMRC.

2.11. The Contractor shall conduct monthly Maternal Mortality educational webinars representative of the educational content and materials developed which may include, but is not limited to, PowerPoint presentations.

2.12. The Contractor shall in collaboration with the Department meet the Performance Measures established at the weekly Organizational Meetings.

2.13. The Contractor shall attend monthly meetings with the CDC as scheduled by the Department. Meeting topics may include, but are not limited to:

2.13.1. Progress of Annual Performance Measures.

2.13.2. Functioning of the Maternal Mortality Review Information Application (MMRIA).

2.13.3. Current national news.

2.14. The Contractor shall expand the Association of Women's Health, Obstetric and Neonatal Nurses (AWHONN) Post Birth Warning Signs Pilot Program to all State birthing hospitals. The Contractor shall:

2.14.1. Provide hospitals with the AWHONN education program for mothers and their families to increase awareness of postpartum warning signs; and

2.14.2. Ensure education is provided utilizing the information developed by the national AWHONN.

3. Deliverables

3.1. The Contractor shall develop and submit a Recommendations Worksheet to the Department no later than thirty (30) days after each monthly Maternal Mortality Review Committee Meeting that includes, but is not limited to:

3.1.1. Actions to be facilitated, by priority; and

3.1.2. Actions implemented.

3.2. The Contractor shall provide copies of PowerPoint presentations presented at Maternal Mortality education webinars to the Department at the conclusion of each webinar.

4. Data Sharing

4.1. The Contractor shall ensure any disclosure of identifiable confidential health, SUD or mental health information or data adheres to state and federal laws and regulations relating to safeguarding the confidential information, which includes, but may not be limited to:

4.1.1. The Health Information Portability and Accountability Act (HIPAA).

4.1.2. 45-CFR 160-164.

4.1.3. 42 CFR Part 2 for SUD Data

4.1.4. NH Administrative Rule He-M 2019 for Mental Health Data.

4.2. The Contractor shall ensure confidentiality agreements are signed by all parties sharing data in order to safeguard any identifiable information collected and disclosed to prevent any inadvertent disclosure of indefinable information.

4.3. The Contractor shall not collect, receive, store, or manage confidential data related to the scope of work and deliverables identified in this Exhibit A unless or until the parties have agreed in writing to a Data Sharing Plan that includes, but is not limited to the following:

4.3.1. The purpose of the data exchange;

4.3.2. Description of the Department's data elements to be disclosed;

4.3.3. Source or Systems of Records

4.3.4. Number of Records Involved and Operational Time Factors

4.3.5. Data Elements Involved

4.3.6. Reporting and Secure Transmission of Confidential Data

4.3.7. Description of the Contractor's data elements to be disclosed; and

4.3.8. Responsibilities of both parties regarding the exchange of data.

4.4. The Contractor shall execute the Data Sharing Plan in a timely manner so as not to impede the scope of work and deliverables identified in this Exhibit A.

4.5. The Contractor agrees to modify the Data Sharing Plan in writing as necessary, due to any changes to the scope of work and deliverables identified in this Exhibit A.

4.6. The Contractor shall comply with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

Exhibit B-3, Budget - Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Enhancing Reviews and Surveillance to Eliminate Maternal Mortality

Budget Period: State Fiscal Year 2022 (Year 3: 07/01/2021-06/30/2022)

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	$ 47,790.00	$ 7,407.45	$ 55,197.45	$ -	$ -	$ -	$ 47,790.00	$ 7,407.45	$ 55,197.45
2. Employee Benefits	$ 11,163.00	$ 1,730.27	$ 12,893.27	$ -	$ -	$ -	$ 11,163.00	$ 1,730.27	$ 12,893.27
3. Consultants	$ 1.00	$ 0.16	$ 1.16	$ -	$ -	$ -	$ 1.00	$ 0.16	$ 1.16
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 100.00	$ 15.50	$ 115.50	$ -	$ -	$ -	$ 100.00	$ 15.50	$ 115.50
6. Travel	$ 60.00	$ 9.30	$ 69.30	$ -	$ -	$ -	$ 60.00	$ 9.30	$ 69.30
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):	$ 1.00	$ 0.16	$ 1.16	$ -	$ -	$ -	$ 1.00	$ 0.16	$ 1.16
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 59,115.00	$ 9,162.84	$ 68,277.84	$ -	$ -	$ -	$ 59,115.00	$ 9,162.84	$ 68,277.84
Indirect As A Percent of Direct		15.5%							

Contractor Initials GL 03

Date 5/25/2021

Exhibit B-4, Budget - Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Enhancing Reviews and Surveillance to Eliminate Maternal Mortality

Budget Period: State Fiscal Year 2023 (Year 4: 07/01/2022-06/30/2023)

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	$ 47,808.00	$ 7,378.24	$ 54,987.24	$ -	$ -	$ -	$ 47,808.00	$ 7,378.24	$ 54,987.24
2. Employee Benefits	$ 11,273.00	$ 1,738.57	$ 12,963.57	$ -	$ -	$ -	$ 11,273.00	$ 1,738.57	$ 12,963.57
3. Consultants	$ 1.00	$ 0.18	$ 1.18	$ -	$ -	$ -	$ 1.00	$ 0.18	$ 1.18
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 218.00	$ 33.78	$ 251.78	$ -	$ -	$ -	$ 218.00	$ 33.78	$ 251.78
6. Travel	$ 64.00	$ 9.92	$ 73.92	$ -	$ -	$ -	$ 64.00	$ 9.92	$ 73.92
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):	$ 1.00	$ 0.18	$ 1.18	$ -	$ -	$ -	$ 1.00	$ 0.18	$ 1.18
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 59,365.00	$ 9,160.89	$ 68,525.89	$ -	$ -	$ -	$ 59,365.00	$ 9,160.89	$ 68,525.89
Indirect As A Percent of Direct		15.5%							

Contractor Initials GL
Date 5/25/2021

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

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 26, 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 of Public Health Services, to enter into a Sole Source contract with Mary Hitchcock Memorial Hospital (VC#177160), Lebanon, NH in the amount of $136,556 for the collection and abstraction of clinical and non-clinical data in order to prevent future maternal deaths and address maternal morbidities with the option to renew for up to two additional years, effective upon Governor and Council approval through June 30, 2021. 100% Federal Funds

Funds are available in the following account for State Fiscal Years 2020 and 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.

05-95-90-902010-34870000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL MORTALITY

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	90080478	$68,278
2021	102-500731	Contracts for Prog Svc	90080478	$68,278
			Total	$136,556

EXPLANATION

This request is Sole Source because the Department specified the vendor's name during the grant application process, prior to the grant award being issued. Dartmouth Hitchcock Medical Center oversees the Northern New England Perinatal Quality Improvement Network (NNEPQIN). NNEPQIN is the sole perinatal quality collaborative for Northern New England. NNEPQIN is named in New Hampshire Maternal Mortality legislation as a partner in the collection, abstraction and participation in review of maternal death cases.

The purpose of this request is for the vendor to hire a part time abstractor to assist in the work around the Maternal Mortality Program. The abstractor will collect maternal death information; abstract medical and non-medical records on maternal death cases; and participate in review of maternal death cases.

The abstractor will enter data into the Maternal Mortality Review Information Application regarding deaths of women in New Hampshire during pregnancy and during the year following the end of pregnancy. The abstractor will attend the Maternal Mortality Review Meetings and assist the Maternal Mortality Review Coordinator at the Department, as needed. The Contractor will work with stakeholders and department to create an action plan to implement the maternal health and wellness recommendations as well as develop educational and other materials for healthcare professionals and the public. The Contractor will also pilot an Association of Women's Health, Obstetric and Neonatal Nurses Post Birth Warning Signs program in at least three (3) birth hospitals across New Hampshire. The Association of Women's Health, Obstetric and Neonatal Nurses pilot program will provide education for mothers and their families to increase awareness of postpartum issues requiring medical attention.

The Department will monitor contracted services using the following performance measures:

- Enter information into the Maternal Mortality Review Information Application on maternal mortality case data and information within one (1) month of receiving the information from the Maternal Mortality Review Coordinator at the Department.
- Provide an annual report on March 15 of each year that outlines the number of recommendations for action prioritized by the Recommendations Work Group.
- Provide a final report on June 5, 2021 that details the research completed by the legal consultant.

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

Should the Governor and Council not authorize this request, the work that the Maternal Mortality Review Committee does to make recommendations around maternal deaths in New Hampshire will be delayed due to lack of assistance in completing the abstracting and case preparation for maternal mortality review.

Area served: Statewide

Source of Funds: 100% Federal Funds from Department of Health and Human Services, Center for Disease Control and Prevention, CFDA # 93.478/ FAIN # N58DP006693.

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

Respectfully submitted,

for

Lori A. Shibinette
Commissioner

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

Subject: Enhancing Reviews and Surveillance to Eliminate Maternal Mortality (SS-2020-DPHS-11-MATERN)

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 for itself and on behalf of Dartmouth-Hitchcock Clinic (collectively doing business as "Dartmouth-Hitchcock")		1.4 Contractor Address One Medical Center Dr, Lebanon, NH, 03756	
1.5 Contractor Phone Number 603-650-5000	1.6 Account Number 05-095-090-902010-34870000	1.7 Completion Date June 30, 2021	1.8 Price Limitation $136,556
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Leigh A. Burgess		1.12 Name and Title of Contractor Signatory Leigh Burgess, Vice President Office of Research Operations	

1.13 Acknowledgement: State of , County of

On , 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

1.14 State Agency Signature Date: 5/18/2020	1.15 Name and Title of State Agency Signatory Ann Landry Assoc. Comm

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: J. Christopher Marshall On: May 28, 2020

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials UAB

Date 5/15/2020

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 UB

Date 5/15/2020

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 UB

Date 5/15/2020

Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Sub recipient, in accordance with 2 CFR 200.300.

1.4. The Contractor shall ensure one (1) part-time Maternal Mortality Abstractor provides data-related activities, which include but are not limited to:

1.4.1. Collecting maternal death information.

1.4.2. Abstracting maternal death cases.

1.4.3. Reviewing maternal death cases.

2. Scope of Work

2.1. The Contractor shall enter data into the Maternal Mortality Review Information Application (MMRIA) regarding deaths of women in New Hampshire during pregnancy and during the year following the end of pregnancy.

2.2. The Contractor shall enter abstracted maternal mortality case data and information into the MMRIA within one (1) month of receiving the information from the Maternal Mortality Review Coordinator. The Contractor shall:

2.2.1. Conduct a record review in order to abstract data and information related to NH maternal death cases.

2.2.2. Maintain working knowledge of the Center for Disease Control's (CDC) maternal mortality practices and resources.

2.2.3. Refer to the Center for Disease Control's Review to Action website and the Enhancing Reviews and Surveillance to Eliminate Maternal Mortality (ERASE MM) website for updated maternal mortality information.

2.3. The Contractor shall attend abstractor trainings conducted by the CDC as well as meetings as required by the Department.

2.4. The Contractor shall attend a minimum of two (2) Maternal Mortality Review Meetings each year and provide minute meeting notes with recommendations

within one (1) week to the Maternal Mortality Review Coordinator.

2.5. The Contractor shall establish a Recommendations Work Group , in person or via virtual meeting, to discuss the recommendations developed through the Maternal Mortality Review Committee (MMRC) The contractor shall ensure that the Recommendations Work Group consists of a multidisciplinary group consisting of , but are not limited to:

2.5.1. Mental Health facilities

2.5.2. Community Health Workers

2.5.3. Medical personnel

2.6. The Contractor shall use information gathered from the Recommendations Work Group to inform action on a project for the year.

2.7. The Contractor shall develop an action plan to implement MMRC maternal health and wellness recommendations. The Contractor shall:

2.7.1. Provide an annual report that details:

2.7.1.1. Feasibility assessment by the Recommendations Work Group of which recommendations from the MMRC are actionable in NH to improve statewide maternal health and wellness..

2.7.1.2. Action plans for selected recommendations.

2.7.2. Develop up to two (2) forms of educational materials for NH obstetric medical professionals and/or the public based on the recommendations chosen to focus on by the Recommendations Work Group. Educational material shall include but is not limited to the following:

2.7.2.1.1. Electronic reading material

2.7.2.1.2. Brochures

2.8. The Contractor shall conduct a pilot project in year one (1) using the Association of Women's Health, Obstetric and Neonatal Nurses (AWHONN) Post Birth Warning Signs program in at least three (3) birth hospitals across New Hampshire. The Contractor shall:

2.8.1.1.1. Provide hospitals with the AWHONN education program for mothers and their families to increase awareness of postpartum warning signs.

2.8.1.1.2. Ensure education is provided utilizing the information developed by the national AWHONN.

2.8.1.1.3. Gather feedback about the pilot program from personnel at hospitals to inform widespread use of the AWHONN Postpartum

Warning Signs education to all NH birth hospitals.

2.9. The Contractor shall implement the AWHONN Post Birth Warning signs program in all New Hampshire birth hospitals that are interested in participating after the initial period of the pilot program based on results of the pilot program.

2.10. The Contractor shall assist the Maternal Mortality Review Coordinator with increasing obstetric medical professionals' understanding of local access to Family Resource Centers in order to support pregnant, postpartum and parenting women. The Contractor shall:

2.10.1. Provide a list of supports developed by the Governor's Perinatal Substance Exposure Task Force, Plan of Safe Care (POSC) subcommittee to the stakeholders Subsection 2.6.

2.10.2. Provide all obstetric providers in the State of New Hampshire with a comprehensive list of community-based supports and services for families.

2.11. The Contractor shall work with a legal expert to inform the Maternal Mortality Program about the legality of sharing information across state borders in order to obtain complete records for review of cases for all maternal deaths.

3. Reporting

3.1. The Contractor shall provide an annual report, due March 15 of each year that:

3.1.1. Outlines the number of recommendations for action prioritized by the Recommendations Work Group

3.1.2. Specifies the actions taken.

3.2. The contractor shall provide a final report no later than June 5, 2021 that details the research completed by the legal consultant, which includes, but is not limited to:

3.2.1. Information collected on data sharing between states.

3.2.2. Maternal Mortality legislation passed, specifically in bordering states.

3.2.3. A potential plan for moving forward toward cross-border sharing in order to successfully review all maternal death cases.

4. Data Sharing

4.1. The Contractor shall ensure any disclosure of identifiable confidential health, SUD or mental health information or data adheres to state and federal laws and regulations relating to safeguarding the confidential information, which includes, but may not be limited to:

4.1.1. The Health Information Portability and Accountability Act (HIPAA).

4.1.2. 45-CFR 160-164.

4.1.3. 42 CFR Part 2 for SUD Data

4.1.4. NH Administrative Rule He-M 2019 for Mental Health Data.

4.2. The Contractor shall ensure confidentiality agreements are signed by all parties sharing data in order to safeguard any identifiable information collected and disclosed to prevent any inadvertent disclosure of indefinable information.

4.3. The Contractor shall not collect, receive, store, or manage confidential data related to the scope of work and deliverables identified in this Exhibit A unless or until the parties have agreed in writing to a Data Sharing Plan that includes, but is not limited to the following:

4.3.1. The purpose of the data exchange;

4.3.2. Description of the Department's data elements to be disclosed;

4.3.3. Source or Systems of Records

4.3.4. Number of Records Involved and Operational Time Factors

4.3.5. Data Elements Involved

4.3.6. Reporting and Secure Transmission of Confidential Data

4.3.7. Description of the Contractor's data elements to be disclosed; and

4.3.8. Responsibilities of both parties regarding the exchange of data.

4.4. The Contractor shall execute the Data Sharing Plan in a timely manner so as not to impede the scope of work and deliverables identified in this Exhibit A.

4.5. The Contractor agrees to modify the Data Sharing Plan in writing as necessary, due to any changes to the scope of work and deliverables identified in this Exhibit A.

4.6. The Contractor shall comply with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

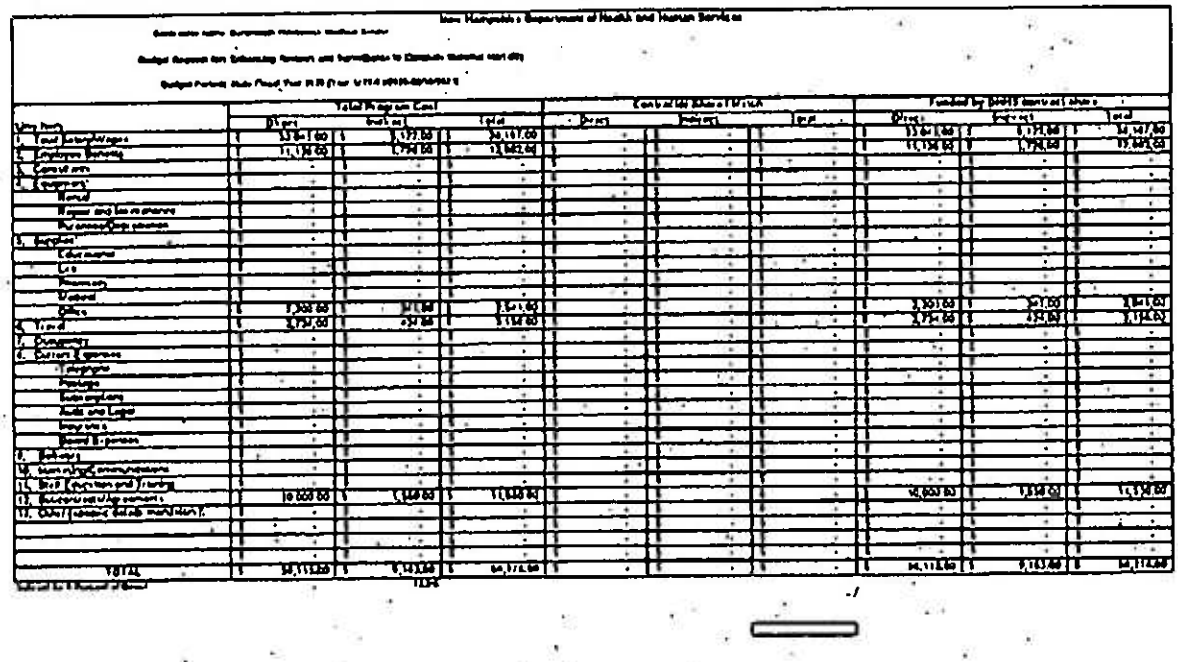
Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Centers for Disease Control & Prevention, Preventing Maternal Deaths: Supporting Maternal Mortality Review Committees Grant, Catalog of Federal Domestic Assistance (CFDA)#93.478, Federal Award Identification Number (FAIN)#NU58DP006693.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. 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 items as specified in Exhibit B-1, Budget and Exhibit B-2 Budget.
   - 4.2. 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.
   - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than sixty (60) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Public Health
   29 Hazen Drive.

Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



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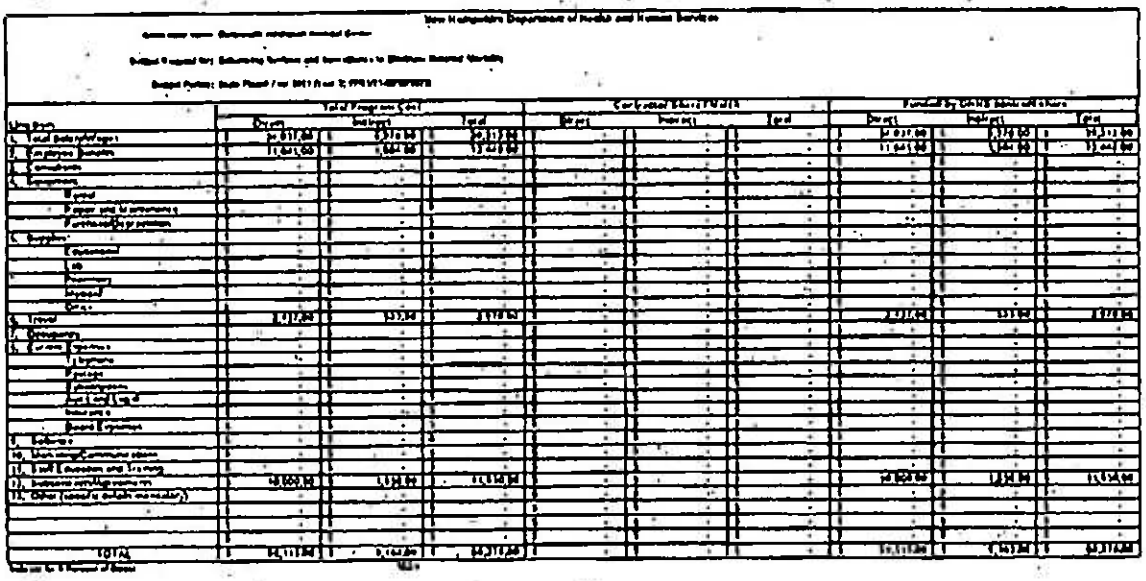

5/15/2020

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;

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: records reflecting all income received or collected by the Contractor under this Agreement.
   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 under this Agreement.
   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 during the Contract Period.

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.

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

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 in48 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

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.

Contractor Initials UB

Date 5/15/2020

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Subparagraph 3.2, Effective Date/Completion of Services, is deleted in its entirety and replaced as follows:

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 use reasonable efforts to complete all Services by the Completion Date specified in block 1.7.

1.2. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. 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.

1.3. Paragraph 7, Subparagraph 7.1, Personnel, is deleted in its entirety and replaced as follows:

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

1.4. Paragraph 8, Subparagraph 8.2.3, Event of Default/Remedies, is deleted in its entirety.

1.5. Paragraph 10, Termination, is deleted in its entirety and is replaced as follows:

10. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than thirty (30) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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, applicable 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.

1.6. Paragraph 13, Indemnification, is deleted in its entirety and replaced as follows:

13. 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 negligent acts or reckless, wanton or willful misconduct 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.

1.7. Paragraph 14, Subparagraph 14.1.2, Insurance, is deleted in its entirety and replaced as follows:

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, except for property damage due to fire which has a $100,000 coverage limit per occurrence ; and

1.8. Paragraph 14, Subparagraph 14.2, is deleted in its entirety and is replaced as follows:

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

2. Renewal

2.1. 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.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

5/15/2020
Date

DocuSigned by:
Leigh A. Burgess
Name: Leigh Burgess
Title: Vice President, Office of Research Operations

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:

5/15/2020
Date

DocuSigned by:
Leigh A. Burgess
Name: Leigh Burgess
Title: Vice President, Office of Research Operations

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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.

Vendor Name:

5/15/2020
Date

DocuSigned by:
Leigh A. Burgess
Name: Leigh Burgess
Title: Vice President, Office of Research Operations

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Vendor Name:

5/15/2020
Date

DocuSigned by:
Leigh A. Burgess
Name: Leigh Burgess
Title: Vice President, Office of Research Operations

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

5/15/2020
Date

DocuSigned by:
Leigh A. Burgess
Name: Leigh Burgess
Title: Vice President, Office of Research Operations

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

The Business Associate shall complete the risk assessment within five (5) business days of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

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

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

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

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

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

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

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

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

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

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Mary Hitchcock Memorial Hospital
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Leigh Burgess
	Name of Authorized Representative
Asst. Comm.	Vice President, Office of Research Operations
Title of Authorized Representative	Title of Authorized Representative
5/18/20	5/15/2020
Date	Date

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

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

1. Name of entity
2. Amount of award
3. Funding agency.
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

Contractor Name:

5/15/2020
Date

Leigh A. Burgess
Name: Leigh Burgess
Title: Vice President, Office of Research Operations

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: 06-991-0297

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

DHHS Security Requirements

Exhibit K

A. Definitions

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

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

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

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

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

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

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

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

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

maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

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

used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End-User will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

5. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

6. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

7. The Contractor will not store any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable

Contractor Initials UB

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health information and as applicable under State law.

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

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor must notify the DHHS Security Office and the Program Contact via the email addresses provided in Section VI of this Exhibit, immediately upon the Contractor determining that a breach or security incident has occurred and that DHHS confidential Information/data may have been exposed or compromised. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

12. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

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

V. LOSS REPORTING

The Contractor must immediately notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches as specified in Section IV, paragraph 11 above.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA, Privacy and Security Rules. In addition

to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

E. DHHS Program Area Contact:
Christine.Benn@dhhs.nh.gov