



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**NEW HAMPSHIRE HOSPITAL**

Lori A. Weaver  
 Interim Commissioner

Ellen M. Lapointe  
 Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301  
 603-271-5300 1-800-852-3345 Ext. 5300  
 Fax: 603-271-5395 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 10, 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, New Hampshire Hospital and Division of Public Health Services, to amend an existing contract with Concord Hospital, Inc. (VC#177653-B003), Concord, NH, for laboratory, pathology and employee health services, by exercising a contract renewal option by increasing the price limitation by \$662,500 from \$467,950 to \$1,130,450 and extending the completion date from June 30, 2023 to June 30, 2025, effective upon Governor and Council approval. 2.73% Federal Funds. 39.79% General Funds. 57.48% Other Funds (Provider fees).

The original contract was approved by Governor and Council on December 22, 2021, item #22.

Funds are anticipated to be available in the following accounts for 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.

**See Attached Fiscal Details**

**EXPLANATION**

The purpose of this request is to continue to provide laboratory, pathology, phlebotomy, therapeutic drug monitoring, autopsy, and employee and occupational health services to New Hampshire Hospital and the Division of Public Health Services.

Approximately 2,000 individuals will be served during State Fiscal Years 2024 and 2025.

Patients at New Hampshire Hospital require unique and specific laboratory tests prior to prescribing and administering psychoactive medicines, including the ongoing monitoring of blood levels of these medicines. The continued services provided by the Contractor detect diseases and other medical problems that affect the health of New Hampshire Hospital patients. In order to provide quality patient care, required testing services need to be efficient and ensure quick results.

The Contractor will continue to provide Employee Health Services, which protects employees from the risks and hazards in the workplace, including injury prevention and the spread of infectious diseases and viruses. Employee Health Services are essential to remaining compliant with the American with Disabilities Act and reduces the cost of workers' compensation claims for conditions that may include repetitive motion syndrome; stress related illnesses; and lifting injuries involving backs, shoulders, and knees. If an employee is exposed to microorganisms in their line of work, Employee Health Services are essential to ensure

vaccinations and/or antibody titer checks occur, to verify employees are appropriately protected. Additionally, Employee Health Services also provides fit testing for employees who need to wear face-fitting respirators in their line of work.

The Contractor provides all pathology and laboratory services, which include laboratory services referenced, that meet the requirements of The Joint Commission, the Clinical Laboratory Improvement Act of 1988 (CLIA), as amended, and other applicable accrediting bodies.

The Department will monitor services by reviewing quarterly statistical reports on tests completed.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is requesting approval to exercise two (2) of the available four (4) years of renewal.

Should the Governor and Council not authorize this request, services necessary for patients at New Hampshire Hospital may not be readily available, which could delay treatment. Additionally, Employee Health Services will be unavailable to Department employees who are at risk of exposure.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.070, FAIN #NU88EH001327, Assistance Listing Number #93.069; FAIN # NH90TP922018, and Assistance Listing #93.323, FAIN #NU50CK000522.

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

Respectfully submitted,

  
Lori A. Weaver  
Interim Commissioner

## Fiscal Details

**05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SCS, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	101-500729	Medical Payments to Providers	94057300	\$145,150	\$0	\$145,150
2023	101-500729	Medical Payments to Providers	94057300	\$285,300	\$0	\$285,300
2024	101-500729	Medical Payments to Providers	94057300	\$0	\$300,000	\$300,000
2025	101-500729	Medical Payments to Providers	94057300	\$0	\$325,000	\$325,000
			<b>Subtotal</b>	<b>\$430,450</b>	<b>\$625,000</b>	<b>\$1,055,450</b>

**05-95-98-980010-26480000 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HAMPSTEAD HOSPITAL, HAMPSTEAD HOSPITAL OPERATIONS**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102/500731	Contracts for Prog Svc	98009800	\$0	\$4,000	\$4,000
2025	102/500731	Contracts for Prog Svc	98009800	\$0	\$4,000	\$4,000
			<b>Subtotal</b>	<b>\$0</b>	<b>\$8,000</b>	<b>\$8,000</b>

**05-95-90-903510-11140000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH BUREAU OF PH EMERGENCY PREPPAREDNESS & RESPONSE, PUBLIC HEALTH EMERGENCY PREPPARDNESS**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90077410	\$2,500	\$0	\$2,500

Fiscal Details

2023	102-500731	Contracts for Prog Svc	90077410	\$5,000	\$0	\$5,000
2024	102-500731	Contracts for Prog Svc	90077410	\$0	\$5,000	\$5,000
2025	102-500731	Contracts for Prog Svc	90077410	\$0	\$5,000	\$5,000
			<b>Subtotal</b>	<b>\$7,500</b>	<b>\$10,000</b>	<b>\$17,500</b>

**05-95-90-903010-8280000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH BUREAU OF LABORATORY SERVICES, BIOMONITORING GRANT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90082800	\$15,000	\$0	\$15,000
2023	102-500731	Contracts for Prog Svc	90082800	\$15,000	\$0	\$15,000
2024	102-500731	Contracts for Prog Svc	90082800	\$0	\$3,000	\$3,000
2025	102-500731	Contracts for Prog Svc	90082800	\$0	\$3,000	\$3,000
			<b>Subtotal</b>	<b>\$30,000</b>	<b>\$6,000</b>	<b>\$36,000</b>

**05-95-90-903010-1835 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS; HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH LABORATORIES, NH ELC**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	90183501	\$0	\$2,000	\$2,000
2025	102-500731	Contracts for Prog Svc	90183501	\$0	\$2,000	\$2,000
2024	102-500731	Contracts for Prog Svc	90183566	\$0	\$1,000	\$1,000
2025	102-500731	Contracts for Prog Svc	90183566	\$0	\$1,000	\$1,000
			<b>Subtotal</b>	<b>\$0</b>	<b>\$6,000</b>	<b>\$6,000</b>

Concord Hospital, Inc.

## Fiscal Details

**05-95-90-903010-7966 Health and Social Services, Department of Health and Human Services, Division of Public Health, Bureau of Laboratory Services, Public Health Laboratories**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	90059000	\$0	\$2,500	\$2,500
2024	102-500731	Contracts for Prog Svc	90059000	\$0	\$2,500	\$2,500
2025	102-500731	Contracts for Prog Svc	90059000	\$0	\$2,500	\$2,500
			<b>Subtotal</b>	<b>\$0</b>	<b>\$7,500</b>	<b>\$7,500</b>
			<b>Total</b>	<b>\$467,950</b>	<b>\$662,500</b>	<b>\$1,130,450</b>

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

This Amendment to the Laboratory, Pathology and Employee and Occupational Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Concord Hospital, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 22, 2021, (Item #22), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, 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, 2025.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,130,450.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.6, Phlebotomy Services, to read:  
1.6. Phlebotomy Services
  - 1.6.1. The Contractor shall provide phlebotomy services, on a mutually agreed schedule, including the transportation of collected specimens at no additional cost to the Department, to support Department staff in the collection of difficult draws.
  - 1.6.2. The Contractor shall establish a standard of practice for obtaining and processing specialized phlebotomy draws.
  - 1.6.3. The Contractor shall provide on-line access to the Laboratory Test Directory to the Department for standards of practice for specialized phlebotomy draws.
  - 1.6.4. The Contractor shall ensure that phlebotomists perform a venipuncture for the process of obtaining bloods from veins only.
5. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.9, Employee and Occupational Health Services, Paragraph 1.9.1, Subparagraph 1.9.1.8, to read:  
1.9.1.8. Administering vaccinations for immunizations against diseases, as requested by NHH and/or DPHS, which includes but is not limited to:
  - 1.9.1.8.1. Hepatitis B.
  - 1.9.1.8.2. Influenza.
  - 1.9.1.8.3. Measles.
  - 1.9.1.8.4. Mumps.
  - 1.9.1.8.5. Rubella.
  - 1.9.1.8.6. Tetanus.
  - 1.9.1.8.7. Diphtheria.

- 1.9.1.8.8. Pertussis.
- 1.9.1.8.9. Rabies.
- 1.9.1.8.10. Tuberculosis.
- 1.9.1.8.11. Varicella.
- 1.9.1.8.12. COVID-19 and any variant.

6. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.9, Employee and Occupational Health Services, Paragraph 1.9.1, Subparagraph 1.9.1.10, to read:

- 1.9.1.10. Providing chest radiographic services for employees who present with a positive Tuberculin Skin Test (TST) or positive QuantiFERON-TB Gold Test and annual screening for employees with Latent Tuberculosis Infection (LTBI).

7. Modify Exhibit C, Payment Terms, Section 1, to read:

1. This Agreement is funded by:

- 1.1. 0.94% Federal Funds from the New Hampshire's Public Health Emergency Preparedness (PHEP) Program for FY 2021 (1901-BP3), as awarded on May 12, 2021, by the Centers for Disease Control and Prevention, Assistance Listing #93.069, FAIN# NU90TP922018.
- 1.2. 3.18% Federal Funds from Biomonitoring New Hampshire, as awarded on May 23, 2021, by the Centers for Disease Control and Prevention, Assistance Living #93.070, FAIN# NU88EH001327.
- 1.3. 0.54% Federal Funds from the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Grant, as awarded on July 12, 2022 by the Centers for Disease Control and Prevention, Assistance Listing #93.323, FAIN #NU50CK000522.
- 1.4. 38.81% General funds.
- 1.5. 56.53% Other funds (Provider Fees).

8. Modify Exhibit C-1, Fee Schedule by replacing in its entirety with Exhibit C-1 Amendment #1, Fee Schedule, 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, 2023 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

5/10/2023

Date

DocuSigned by:

*Ellen Marie Lapointe*

Name: Ellen Marie Lapointe

Title: Chief Executive Officer

Concord Hospital, Inc.

5/9/2023

Date

DocuSigned by:

*Robert Steigmeyer*

Name: Robert Steigmeyer

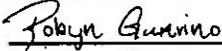
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/15/2023

Date

DocuSigned by:  
  
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 C-1, Amendment #1 Fee Schedule

Examinations/Screenings

Type	CPT Codes	Cost	Number of Units	Total Cost	Turnaround Time
Chest X-Ray	71046	\$125.00	1	\$125.00	same day
Physical Capacity Exam	97750	\$58.00	1	\$58.00	same day
Pre-placement Health Screening	99211	\$60.00	10	\$600.00	same day

Injections, immunizations and screenings conducted at the Contractor's

Services	CPT Codes	Cost	Number of Units	Total Cost	Turnaround Time
OH-INJECTION	90471	\$18.00	1	\$18.00	same day
OH-FIT TESTING (IN HOUSE)		\$43.00	1	\$43.00	same day
OH-CHEST CONTRACT PA&LAT INTERP	71046	\$125.00	1	\$125.00	same day
OH-PRE-PLACEMENT PCE/Lit Test	97750	\$58.00	1	\$58.00	same day
S4(PT)-POST HIRE ASSESSMENT	97750	\$58.00	1	\$58.00	same day
OH-TUBERCULIN PROTEIN	86580	\$9.00	1	\$9.00	48 - 72 hours per protocol
OH-PRE-PLACEMENT SCREEN RN		\$45.00	1	\$45.00	same day
OH-RABIES VACCINE	90675	\$337.00	1	\$337.00	same day
OH-RN DOCUMENT REVIEW		\$10.00	1	\$10.00	1-2 days
OH-HEPATITIS B VACCINE	90746	\$56.00	1	\$56.00	same day
OH-MEASLES-MUMPS-RUBELLA VACCINE	90707	\$83.00	1	\$83.00	same day
OH-VARICELLA VACCINE(CHICKEN POX)	90718	\$152.00	1	\$152.00	same day
OH DIPHT -PERTUS- TETNUS(ADACEL)	90715	\$41.50	1	\$41.50	same day
OH-VENIPUNCTURE	36415	\$18.00	1	\$18.00	n/a
OH-TB TEST READ ONLY	No Charge	\$0.00	1	\$0.00	same day
OH-TB READ - EXTERNAL CLINIC	86580	\$10.00	1	\$10.00	same day
OH-LEVEL 1 EXAM with provider	99211	\$40.00	1	\$40.00	same day
OH-TB VACCINATION W/EXAM	86580	\$7.50	1	\$7.50	48-72 hours per protocol
OH-SPIROMETRY W/INTERPRETATION	94010	\$70.00	1	\$70.00	2-3 days
OH-LEVEL 1 EXAM with provider - FACILITY	99211	\$20.00	1	\$20.00	same day
Drug Screen using NHH Medical Director (not Concord Hospital MRO)		\$30.00	1	\$30.00	n/a
DOT PE W/ URINE		\$75.00	1	\$75.00	same day
DOT DRUG SCREEN		\$62.50	1	\$62.50	2-3 days
Non-DOT PE (physical exam)	99211	\$60.00	1	\$60.00	same day
Non-DOT DRUG SCREEN		\$62.50	1	\$62.50	2-3 days
PRE-PLACEMENT LIFT	N/A - Duplicate		1	\$0.00	
PRE-PLACEMENT RN	N/A - Duplicate		1	\$0.00	
RN CLEARANCE		\$10.00	1	\$10.00	same day
FIT TESTING	N/A - Duplicate		1	\$0.00	
TB W/EXAM	N/A - Duplicate		1	\$0.00	
TB W/O EXAM	N/A - Duplicate		1	\$0.00	
URINE DIP	81003	\$10.00	1	\$10.00	same day
TdaP*	N/A - Duplicate		1	\$0.00	
Td TOXOID*	90714	\$33.00	1	\$33.00	same day
HEPATITIS B*	N/A - Duplicate		1	\$0.00	
INFLUENZA*	90658	\$26.00	1	\$26.00	same day
MMR*	N/A - Duplicate		1	\$0.00	
RABIES*	N/A - Duplicate		1	\$0.00	
VARICELLA*	N/A - Duplicate		1	\$0.00	
VENIPUNCTURE	N/A - Duplicate		1	\$0.00	
HEPATITIS B TITER		\$25.00	1	\$25.00	3-5 days
HIV		\$25.00	1	\$25.00	3-5 days
MEASLES TITER		\$25.00	1	\$25.00	3-5 days
MUMPS TITER		\$25.00	1	\$25.00	3-5 days
RUBELLA TITER		\$20.11	1	\$20.11	3-5 days
RABIES TITER		\$91.25	1	\$91.25	3-5 days
VARICELLA TITER		\$25.00	1	\$25.00	3-5 days

Respirator Medical Clearance Exams

Type	Cost	Number of Units	Total Cost	Turnaround Time
Review of OSHA mandatory respirator questionnaire medical clearance based documentation	\$10.00	1	\$10.00	same day
Respirator medical clearance exam with review of OSHA Mandatory respirator questionnaire.	\$60.00	1	\$60.00	same day
Respirator medical clearance exam with review of OSHA Mandatory respirator questionnaire and spirometry if PCP risk is determined.	\$130.00	1	\$130.00	MD interp of spirometry 2-3 days
Respirator fit test	\$43.00	1	\$43.00	same day
Total:			\$243.00	



# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. 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: 74948

Certificate Number : 0006198400



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

**CERTIFICATE**

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

*The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.*

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof and for the following 30 days; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President  
Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 1st day of MAY, 2023.

William Chapman  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/16/2023

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).

<b>PRODUCER</b> MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com  CN142100133-CORP-GUP-22-23	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Concord Hospital, Inc. 250 Pleasant Street Concord, NH 03301	<b>INSURER A :</b> Concord Hospital Insurance Group, LLC	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-009846695-41                      **REVISION NUMBER:** 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CHIG-Primary-2022	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 12,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			CHIG-Primary-2022	10/01/2022	10/01/2023		SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SERVICES PROVIDED ON BEHALF OF CONCORD HOSPITAL, INC. AND CONCORD REGIONAL VISITING NURSE ASSOCIATION. GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 3,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE DATE 05/01/21.

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant Street CONCORD, NH 03301	<b>CANCELLATION</b>  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  <i>Marsh USA LLC</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2023

**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).**

<b>PRODUCER</b> MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com  CN142100133-CORP-GUPWA-22-	<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : N/A INSURER B : Safety National Casualty Corporation INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Concord Hospital, Inc. 250 Pleasant Street Concord, NH 03301	<b>NAIC #</b> N/A 15105

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-011614383-02                      **REVISION NUMBER:** 6

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A <input checked="" type="checkbox"/> N    N/A			SP4067391 * SIR \$650,000 per occ	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$    \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$    \$1,000,000 E.L. DISEASE - POLICY LIMIT \$    \$1,000,000

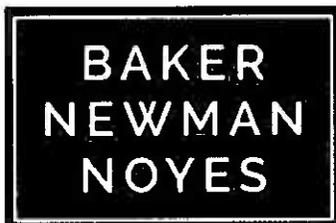
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: For Alyshia Marie Casella's SLRP Contract with Concord Hospital Primary Care - Belmont,  
 Evidence of Workers Compensation Coverage.  
 Above policy shown is an Excess Workers Compensation policy specific for New Hampshire subject to a \$650,000 each occurrence self insured retention. Maximum Limit of Indemnity for Employers Liability is \$1,000,000 per occurrence and in the aggregate..

<b>CERTIFICATE HOLDER</b>  State of NH - DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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  <p style="text-align: right;"><i>Marsh USA LLC</i></p>
-------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

# Concord Hospital Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.



# **Concord Hospital, Inc. and Subsidiaries**

**Audited Consolidated Financial Statements**

*Years Ended September 30, 2022 and 2021  
With Independent Auditors' Report*

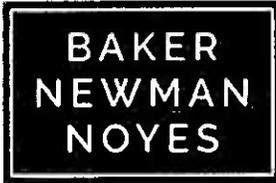
# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2022 and 2021

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

## INDEPENDENT AUDITORS' REPORT

The Board of Trustees  
Concord Hospital, Inc. and Subsidiaries

### Opinion

We have audited the consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System); which comprise the consolidated balance sheets as of September 30, 2022 and 2021, the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the System as of September 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 audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the System and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. 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 Financial Statements

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

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

The Board of Trustees  
Concord Hospital, Inc. and Subsidiaries

### **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the 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 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 financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 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 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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the 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.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
December 9, 2022

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## CONSOLIDATED BALANCE SHEETS

September 30, 2022 and 2021

ASSETS

(In thousands)

	<u>2022</u>	<u>2021</u>
Current assets:		
Cash and cash equivalents	\$ 54,630	\$ 37,722
Short-term investments	15,322	66,525
Accounts receivable	110,525	94,720
Due from affiliates	1,099	1,031
Supplies	6,125	5,656
Prepaid expenses and other current assets	<u>12,255</u>	<u>11,575</u>
Total current assets	199,956	217,229
Assets whose use is limited or restricted:		
Board designated	340,058	365,305
Funds held by trustee for insurance reserves, escrows and construction funds	50,118	77,443
Donor-restricted funds and restricted grants	<u>43,514</u>	<u>48,313</u>
Total assets whose use is limited or restricted	433,690	491,061
Other noncurrent assets:		
Due from affiliates, net of current portion	533	615
Other assets	<u>21,126</u>	<u>16,656</u>
Total other noncurrent assets	21,659	17,271
Property and equipment:		
Land and land improvements	8,359	8,193
Buildings	266,581	269,286
Equipment	260,992	271,210
Construction in progress	<u>11,807</u>	<u>10,144</u>
	547,739	558,833
Less accumulated depreciation	<u>(344,416)</u>	<u>(337,496)</u>
Net property and equipment	<u>203,323</u>	<u>221,337</u>
	<u>\$ 858,628</u>	<u>\$ 946,898</u>

LIABILITIES AND NET ASSETS

(In thousands)

	<u>2022</u>	<u>2021</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 50,361	\$ 47,073
Accrued compensation and related expenses	49,107	43,982
Accrual for estimated third-party payor settlements	62,608	96,403
Current portion of long-term debt	<u>4,147</u>	<u>5,447</u>
Total current liabilities	166,223	192,905
Long-term debt, net of current portion	152,609	155,323
Reserve for insurance	23,601	28,932
Accrued pension and other long-term liabilities	<u>26,490</u>	<u>40,391</u>
Total liabilities	368,923	417,551
Net assets:		
Without donor restrictions	443,500	477,710
With donor restrictions	<u>43,514</u>	<u>48,903</u>
Total Concord Hospital net assets	487,014	526,613
Noncontrolling interest in consolidated subsidiary	<u>2,691</u>	<u>2,734</u>
Total net assets	489,705	529,347
	<u>\$ 858,628</u>	<u>\$ 946,898</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF OPERATIONS**

Years Ended September 30, 2022 and 2021

(In thousands)

	<u>2022</u>	<u>2021</u>
Revenue and other support without donor restrictions:		
Patient service revenue	\$709,396	\$598,533
Other revenue	39,781	30,661
Disproportionate share revenue	29,744	26,545
Net assets released from restrictions for operations	<u>1,889</u>	<u>1,537</u>
Total revenue and other support without donor restrictions	780,810	657,276
Operating expenses:		
Salaries and wages	380,846	297,198
Employee benefits	92,363	81,179
Supplies and other	156,674	143,972
Purchased services	51,392	45,501
Professional fees	16,498	10,660
Depreciation and amortization	28,953	27,207
Medicaid enhancement tax	32,035	26,631
Interest expense	<u>4,568</u>	<u>3,835</u>
Total operating expenses	<u>763,329</u>	<u>636,183</u>
Income from operations	17,481	21,093
Nonoperating (loss) income:		
Gifts and bequests without donor restrictions	261	328
Investment (loss) income and other	(48,917)	69,338
Other nonoperating (expense) income	(856)	2,118
Net periodic benefit gain (cost), other than service cost	<u>1,321</u>	<u>(1,931)</u>
Total nonoperating (loss) income	<u>(48,191)</u>	<u>69,853</u>
Consolidated (deficiency) excess of revenues and nonoperating (loss) income over expenses	(30,710)	90,946
Excess of revenues and nonoperating income (loss) over expenses attributable to noncontrolling interest in consolidated subsidiary	<u>(227)</u>	<u>(144)</u>
(Deficiency) excess of revenues and nonoperating (loss) income over expenses attributable to the System	<u>\$ (30,937)</u>	<u>\$ 90,802</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended September 30, 2022 and 2021

(In thousands)

	<u>2022</u>	<u>2021</u>
System net assets without donor restrictions:		
(Deficiency) excess of revenues and nonoperating (loss) income over expenses attributable to the System	\$ (30,937)	\$ 90,802
Net transfers from (to) affiliates	343	(15)
Net assets released from restrictions used for purchases of property and equipment	1,886	165
Pension adjustment	<u>(5,502)</u>	<u>55,698</u>
(Decrease) increase in System net assets without donor restrictions	(34,210)	146,650
System net assets with donor restrictions:		
Contributions and pledges with donor restrictions	5,057	5,128
Net investment (loss) gain	(3,923)	5,429
Contributions to affiliates and other community organizations	(243)	(222)
Unrealized (losses) gains on trusts administered by others	(2,505)	1,376
Net assets released from restrictions for operations	(1,889)	(1,537)
Net assets released from restrictions used for purchases of property and equipment	<u>(1,886)</u>	<u>(165)</u>
(Decrease) increase in System net assets with donor restrictions	<u>(5,389)</u>	<u>10,009</u>
(Decrease) increase in System net assets	(39,599)	156,659
Noncontrolling interest in consolidated subsidiary:		
Net increase in noncontrolling interest in consolidated subsidiary	-	2,681
Distributions to noncontrolling interest in consolidated subsidiary	(270)	(91)
Excess of revenues and nonoperating income over expenses attributable to noncontrolling interest in consolidated subsidiary	<u>227</u>	<u>144</u>
(Decrease) increase in noncontrolling interest in consolidated subsidiary	<u>(43)</u>	<u>2,734</u>
(Decrease) increase in total net assets	(39,642)	159,393
Net assets, beginning of year	<u>529,347</u>	<u>369,954</u>
Net assets, end of year	<u>\$489,705</u>	<u>\$529,347</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended September 30, 2022 and 2021

(In thousands)

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
(Decrease) increase in net assets	\$ (39,642)	\$ 159,393
Adjustments to reconcile (decrease) increase in net assets to net cash (used) provided by operating activities:		
Contributions and pledges with donor restrictions	(5,057)	(5,128)
Depreciation and amortization	28,953	27,207
Net realized and unrealized losses (gains) on investments	63,991	(70,262)
Bond premium and issuance cost amortization	(968)	(430)
Equity in earnings of affiliates, net	(4,893)	(5,082)
Distributions to noncontrolling interest in consolidated subsidiary	270	91
Gain on disposal of property and equipment	(270)	-
Pension adjustment	5,502	(55,698)
Changes in operating assets and liabilities:		
Accounts receivable	(15,805)	(13,615)
Supplies, prepaid expenses and other current assets	(1,149)	(5,711)
Other assets	(4,022)	3,077
Due from affiliates	14	(902)
Accounts payable and accrued expenses	3,289	6,524
Accrued compensation and related expenses	5,125	8,494
Accrual for estimated third-party payor settlements	(33,795)	41,645
Accrued pension and other long-term liabilities	(19,403)	(48,992)
Reserve for insurance	<u>(5,331)</u>	<u>3,440</u>
Net cash (used) provided by operating activities	(23,191)	44,051
Cash flows from investing activities:		
Cash paid for business acquisitions, net	-	(24,167)
Purchases of property and equipment	(22,032)	(21,665)
Proceeds from sale of property and equipment	11,362	-
Purchases of investments	(23,369)	(96,717)
Proceeds from sales of investments	67,838	57,942
Equity distributions from affiliates	<u>4,445</u>	<u>4,662</u>
Net cash provided (used) by investing activities	38,244	(79,945)
Cash flows from financing activities:		
Payments on long-term debt	(3,020)	(11,341)
Proceeds from issuance of long-term debt	-	51,498
Bond issuance costs	(26)	(698)
Distributions to noncontrolling interest in consolidated subsidiary	(270)	(91)
Contributions and pledges with donor restrictions	<u>5,171</u>	<u>4,906</u>
Net cash provided by financing activities	<u>1,855</u>	<u>44,274</u>
Net increase in cash and cash equivalents	16,908	8,380
Cash and cash equivalents at beginning of year	<u>37,722</u>	<u>29,342</u>
Cash and cash equivalents at end of year	<u>\$ 54,630</u>	<u>\$ 37,722</u>

Supplemental disclosure of noncash transactions:

The System acquired certain assets and liabilities of Granite Shield Insurance Exchange and Subsidiary during 2021 for no consideration. See note 3.

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021

(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies**

Organization

Concord Hospital, Inc. (the Hospital), located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new entity. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic funds with donor restrictions, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts.

During 2021, the Hospital completed several acquisitions as described in Note 3.

Subsidiaries of the Hospital are as follows:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities independently and in cooperation with other entities.

NH Cares ACO, LLC (NHC) is a single member limited liability company that engages in providing medical services to Medicare beneficiaries as an accountable care organization. NHC has a perpetual life and is subject to termination in certain events. During 2022, NHC was transferred to an unrelated entity for no consideration and the Hospital formed the Concord Hospital ACO, LLC (CH-ACO), which operates in a manner consistent with NHC and had minimal activity during fiscal year 2022.

Concord Hospital – Laconia (CH-Laconia) is a not-for-profit corporation formed to operate a licensed hospital providing inpatient, outpatient, emergency care and physician services for residents within its geographic region of Laconia, New Hampshire. The CH-Laconia facility includes 137 acute care beds and was designated a Rural Referral Center in 1986, and a Sole Community Hospital in 2009. Admitting physicians are primarily practitioners in the local area. CH-Laconia is controlled by the Hospital, and was acquired by the Hospital in 2021. See Note 3.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021

(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

*Concord Hospital – Franklin (CH-Franklin)* is a not-for-profit corporation formed to operate a licensed hospital providing inpatient, outpatient, emergency care and physician services for residents within its geographic region of Franklin, New Hampshire. The CH-Franklin facility was designated a Critical Access Hospital effective July 1, 2004, and includes 25 acute care beds. CH-Franklin also operates a 10 bed designated psychiatric receiving facility. Admitting physicians are primarily practitioners in the local area. CH-Franklin is controlled by the Hospital, and was acquired by the Hospital in 2021. See Note 3.

*Granite Shield Insurance Exchange and Subsidiaries (GSIE)* was formed on December 20, 2010, in the State of Vermont as an industrial insured reciprocal insurance entity and unincorporated association. GSIE commenced underwriting activities on January 1, 2011. GSIE was formed to provide healthcare professional liability, general liability and medical stop loss insurance to its subscribers through GSI Services, LLC (GSI), the attorney-in-fact. GSI was formed in the State of Vermont as a limited liability company on December 14, 2010, and acts as an agent to enable the subscribers of GSIE to exchange insurance contracts. Through December 31, 2020, GSI was equally controlled by each of the subscribers of GSIE, all of which were health systems located in the State of New Hampshire, inclusive of the Hospital. Effective January 1, 2021, as further described in Note 3, the Hospital became the sole voting member of GSIE, resulting in all activity of GSIE for the period January 1, 2021 to September 30, 2021 and for the fiscal year ended September 30, 2022 being recorded within the accompanying consolidated financial statements. See also Note 3.

Subsequent to year end, GSIE began the process of winding down operations and will be replaced with a new subsidiary. Concord Hospital Insurance Group, LLC (CHIG). CHIG is a Vermont domiciled single parent captive entity and will operate in a manner and conduct activities similar to GSIE.

*Concord Endoscopy Center, LLC (CEC)* is a New Hampshire limited liability company that engages in providing gastrointestinal services, including the diagnosis and treatment of digestive and liver diseases. CEC has a perpetual life, is subject to termination in certain events, and was acquired by the Hospital in 2021 as further described in Note 3.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC, NHC, CH-ACO, CH-Laconia, CH-Franklin, GSIE and CEC. All significant intercompany balances and transactions have been eliminated in consolidation. The Hospital, the Trust, CH-Laconia and CH-Franklin constitute the Obligated Group at September 30, 2022 and 2021 to certain debt described in Note 7.

#### Principles of Consolidation

Noncontrolling interests in less-than-wholly-owned consolidated subsidiaries of the System are presented as a component of total net assets to distinguish between the interests of the System and the interests of the noncontrolling owners. Revenues, expenses and nonoperating income (loss) from these subsidiaries are included in the consolidated amounts presented on the consolidated statements of operations. (Deficiency) excess of revenues and nonoperating (loss) income over expenses attributable to the System separately presents the amounts attributable to the controlling interest.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

Noncontrolling Interests

Noncontrolling interests represent the portion of equity in a subsidiary not attributable, directly or indirectly, to a parent. The System's accompanying consolidated financial statements include all assets, liabilities, revenues and expenses at their consolidated amounts, which include the amounts attributable to the System and the noncontrolling interest. The System recognizes as a separate component of net assets and earnings the portion of income or loss attributable to noncontrolling interests based on the portion of the entity not owned by the System.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Credit Risk

Financial instruments which subject the System to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the System's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The System's accounts receivable are primarily due from third-party payors and amounts are presented net of expected explicit and implicit price concessions, including estimated implicit price concessions from uninsured patients. The System's investment portfolio consists of diversified investments, which are subject to market risk. The System's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total System investments as of September 30, 2022 and 2021.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds with original maturities of three months or less, excluding assets whose use is limited or restricted. The System maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The System has not experienced any losses on such accounts.

Supplies

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

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees for insurance reserves, escrows, construction funds, designated assets set aside by the Board of Trustees (over which the Board retains control and may, at its discretion, subsequently use for other purposes), and donor-restricted investments.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

**Investments and Investment (Loss) Income**

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment (loss) income (including realized gains and losses on investments, interest and dividends) and the net change in unrealized gains and losses on investments are included in the (deficiency) excess of revenues and nonoperating (loss) income over expenses in the accompanying consolidated statements of operations, unless the income or loss is restricted by donor or law.

**Beneficial Interest in Perpetual Trusts**

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are without donor restrictions. The System's interest in the fair value of the trust assets is included in assets whose use is limited or restricted and as net assets with donor restrictions. Changes in the fair value of beneficial trust assets are reported as increases or decreases to net assets with donor restrictions.

**Investment Policies**

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

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

Specific purpose funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

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

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

**Spending Policy for Appropriation of Assets for Expenditure**

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021

(In thousands)

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

Accounts Receivable

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. Accounts receivable at September 30, 2022 and 2021 reflect the fact that any estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts. At September 30, 2022 and 2021, estimated implicit price concessions of \$29,203 and \$24,643, respectively, had been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to be collected.

Accounts receivable as of September 30, 2022, 2021 and 2020 are \$110,525, \$94,720 and \$66,175, respectively.

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2022 and 2021, depreciation expense was \$28,953 and \$27,207, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2021, the System capitalized \$200 of interest expense relating to various construction projects. There was no interest expense capitalized during 2022.

Gifts of long-lived assets such as land, buildings or equipment are reported as support without donor restrictions, and are excluded from the (deficiency) excess of revenues and nonoperating (loss) income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

Intangible Assets

The System reviews its intangible and other long-lived assets annually to determine whether the carrying amount of such assets is impaired. Upon determination that an impairment has occurred, these assets are reduced to fair value. There were no impairments recorded for the years ended September 30, 2022 or 2021. See also Note 3.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 12). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2022 and 2021 were approximately \$133 and \$132, respectively.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. Donated investments, supplies and equipment are reported at fair value at the date of receipt. Unconditional promises to give cash and other assets are reported at fair value at the date of receipt of the promise. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Some net assets with donor restrictions have been restricted by donors to be maintained by the System in perpetuity.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)****Patient Service Revenue**

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

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021  
(In thousands)

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

The System receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. For the years ended September 30, 2022 and 2021, patient service revenue in the accompanying consolidated statements of operations increased by approximately \$5,100 and \$4,800, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 39% and 6% and 38% and 6% of the System's patient service revenue for the years ended September 30, 2022 and 2021, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

*(Deficiency) Excess of Revenues and Nonoperating (Loss) Income Over Expenses*

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for contributions and pledges without donor restrictions, the related philanthropy expenses and investment income which are recorded as nonoperating (loss) income.

The consolidated statements of operations also include (deficiency) excess of revenues and nonoperating (loss) income over expenses. Changes in net assets without donor restrictions which are excluded from (deficiency) excess of revenues and nonoperating (loss) income over expenses, consistent with industry practice, include the permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

*Estimated Workers' Compensation, Malpractice and Health Care Claims*

The provision for estimated workers' compensation, malpractice and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

*Functional Expense Allocation*

The costs of providing program services and other activities have been summarized on a functional basis in Note 11. Accordingly, costs have been allocated among program services and supporting services benefitted.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

Income Taxes

The Hospital, CH-Laconia, CH-Franklin, CRHCDC, CRHVC, and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. NHC was organized as a single member limited liability company and has elected to be treated as a disregarded entity for federal and state income tax reporting purposes. Accordingly, all income or losses and applicable tax credits are reported on the member's income tax returns, with the exception of taxes due to the State of New Hampshire. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. GSIE, NHC, CH-ACO and CEC account for income taxes in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, *Income Taxes*. FASB ASC 740 is an asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the tax and financial reporting basis of certain assets and liabilities. Resulting income tax expense and the temporary differences between the tax and financial reporting basis are not material.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$168 for the years ended September 30, 2022 and 2021.

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2022. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

In August 2018, FASB issued ASU No. 2018-14, *Compensation – Retirement Benefits – Defined Benefit Plans – General (Topic 715)* (ASU 2018-14). Under ASU 2018-14, the disclosure requirements for employers that sponsor defined benefit pension and other postretirement plans are modified. ASU 2018-14 was effective for the System for the year ended September 30, 2022. The adoption of this ASU did not have a significant impact on the System's consolidated financial statements.

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

**Risks and Uncertainties**

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy and financial markets. While some restrictions have been eased across the U.S. and the State of New Hampshire has lifted limitations on non-emergent procedures, some restrictions remain in place. Consolidated patient volumes and revenues experienced gradual improvement beginning in the latter part of April 2020, and continuing, but at times impacted through fiscal year 2022, however uncertainty still exists as the future is unpredictable. The System's pandemic response plan has multiple facets and continues to evolve as the pandemic unfolds. The System has taken precautionary steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents in its operations.

Since the declaration of the pandemic, the System received \$57,885 of accelerated Medicare payments (Note 6) as provided for under the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act).

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes to be deferred until December 2021, and the remaining half until December 2022. At September 30, 2022 and 2021, the System had deferred \$4,646 and \$8,866, respectively, of payroll taxes. As of September 30, 2022 and 2021, \$4,646 and \$4,433, respectively, of deferred payroll taxes are recorded within accrued compensation and related expenses on the accompanying consolidated balance sheets. As of September 30, 2021, \$4,433 of deferred payroll taxes were recorded within accrued pension and other long-term liabilities in the accompanying consolidated balance sheets.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

During 2022, the System received approximately \$8,800 of *American Rescue Plan Act* (ARPA) rural payments and approximately \$1,200 of Provider Relief Funds (PRF) under the CARES Act. Distributions from ARPA and PRF are not subject to repayment provided the System is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of ARPA and PRF, the System recognized approximately \$8,800 related to ARPA funds and approximately \$1,200 related to the PRF in 2022, and these payments are recorded within other revenue in the accompanying consolidated statements of operations for the year ended September 30, 2022.

During 2021, the System received funding from the Federal Emergency Management Agency (FEMA) for pandemic related expenses of \$6,706, of which \$4,206 was recorded within other revenue in the accompanying consolidated statements of operations for the year ended September 30, 2021. In addition, \$476 of funding was received from the State of New Hampshire during 2021.

**Reclassifications**

Certain 2021 amounts have been reclassified to permit comparison with the 2022 consolidated financial statements presentation format.

**Subsequent Events**

Management of the System evaluated events occurring between the end of the System's fiscal year and December 9, 2022, the date the consolidated financial statements were available to be issued.

**2. Transactions With Affiliates**

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2022 and 2021, transfers made from (to) CRHC were \$140 and \$(171), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were \$203 and \$156, respectively.

Amounts due the System, primarily from joint ventures, totaled \$1,632 and \$1,646 at September 30, 2022 and 2021, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables (\$533 and \$615 at September 30, 2022 and 2021, respectively) with principal and interest (6.75% at September 30, 2022) payments due monthly. Interest income amounted to \$52 and \$29 for the years ended September 30, 2022 and 2021, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**2. Transactions With Affiliates (Continued)**

A brief description of CRHC's affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility. Subsequent to year end, CRHSC became a subsidiary of the Hospital.
- Granite VNA (formerly Concord Regional Visiting Nurse Association, Inc. and Subsidiary) provides home health care services.
- Riverbend Community Mental Health, Inc. provides behavioral health services.

Contributions to affiliates and other community organizations from net assets with donor restrictions were \$243 and \$222 in 2022 and 2021, respectively.

**3. Business Acquisitions and Intangible Assets**

**LRGHealthcare**

On October 19, 2020, the Hospital entered into an asset purchase agreement (the Agreement) with LRGHealthcare (the Seller) to acquire certain assets and assume certain liabilities of Lakes Region General Hospital in Laconia, New Hampshire, and Franklin Regional Hospital in Franklin, New Hampshire. Upon execution of the Agreement, the Seller filed a voluntary case under Chapter 11 of the United States bankruptcy code. As a result, the Agreement was subject to bankruptcy proceedings, including a formal bid process and auction, as well as subsequent regulatory approvals. The Hospital's bid was accepted and approved by the State of New Hampshire during 2021. The transaction was completed effective May 1, 2021 for total consideration paid of \$23,476.

The purchase price was allocated to tangible and identifiable intangible assets acquired based on their estimated fair values at the acquisition date, as summarized below:

Assets acquired:	
Accounts receivable	\$12,145
Supplies	1,641
Property and equipment	22,833
Other assets	<u>6,948</u>
Total assets acquired	43,567

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021  
(In thousands)

**3. Business Acquisitions and Intangible Assets (Continued)**

Liabilities assumed:

Accrued insurance liabilities	\$ 3,270
Accrued compensation and related expenses	4,945
Accrual for estimated third-party payor settlements	6,366
Accrued pension and other long-term liabilities	<u>5,510</u>

Total liabilities assumed 20,091

Fair value of assets acquired and liabilities assumed \$23,476

Total consideration paid \$23,476

The results of the acquired entities since the acquisition date are included in the accompanying consolidated financial statements. Direct costs (primarily legal) in 2021 related to the transaction were not material and were expensed as incurred within professional fees in the accompanying 2021 consolidated statement of operations.

Concord Endoscopy Center, LLC

On April 1, 2021, CRHVC completed the acquisition of a 40% interest in CEC, as further described in Note 1. CEC has operations in Concord, New Hampshire. CRHVC owned 30% of CEC prior to the acquisition date. As a result of this transaction, CRHVC holds a majority interest and control of CEC, and is therefore required to consolidate CEC as of the acquisition date. The total consideration paid of \$3,485, net of cash acquired of \$88, was comprised entirely of cash. The purchase price of the additional interest in CEC was allocated to the tangible and identifiable intangible assets acquired based on their estimated fair values at the acquisition date, as summarized below:

Assets acquired:

Cash	\$ 88
Accounts receivable	425
Supplies	6
Prepaid expenses and other current assets	79
Property and equipment	6
Patient list and other intangible assets	<u>8,556</u>

Total assets acquired 9,160

Liabilities assumed:

Accounts payable and accrued expenses	<u>(225)</u>
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Total liabilities assumed (225)

Fair value of assets acquired and liabilities assumed 8,935

Less amount attributable to noncontrolling interest (2,681)

Amount attributable to CRHVC \$ 6,254

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021

(In thousands)

**3. Business Acquisitions and Intangible Assets (Continued)**

The intangible assets from the CEC acquisition are included within other noncurrent assets in the accompanying consolidated balance sheets at cost less accumulated amortization. Amortizable intangible assets consist of the following at September 30:

	<u>2022</u>	<u>2021</u>
Cost	\$ 8,556	\$ 8,556
Accumulated amortization	<u>(1,284)</u>	<u>(428)</u>
Amortizable intangible assets, net	<u>\$ 7,272</u>	<u>\$ 8,128</u>

Amortization expense was \$856 and \$428 during the years ended September 30, 2022 and 2021, respectively, and is recorded within other nonoperating expense in the accompanying consolidated statements of operations.

Expected amortization of intangible assets through their useful lives is as follows:

2023	\$ 856	
2024	856	
2025	856	
2026	856	
2027	856	
Thereafter	<u>2,992</u>	
	<u>\$ 7,272</u>	

The results of CEC since the acquisition date are included in the accompanying consolidated financial statements. Direct costs (primarily legal) in 2021 related to the transaction were not material and were expensed as incurred within professional fees in the accompanying 2021 consolidated statement of operations.

**Granite Shield Insurance Exchange**

As a result of the acquisition of certain LRGHealthcare assets and liabilities, as noted above, the Hospital gained effective control of GSIE as of December 31, 2020. GSIE's operations have been reported within the accompanying consolidated financial statements beginning as of the effective date. Prior to gaining control, the Hospital owned approximately a 79% interest in GSIE, but shared control equally with LRGHealthcare.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**3. Business Acquisitions and Intangible Assets (Continued)**

As of December 31, 2020, the following tangible assets acquired and liabilities assumed were recorded based on their estimated fair values at the date of the transaction as follows:

Assets acquired:	
Cash and cash equivalents	\$ 2,794
Accounts receivable	2,360
Assets whose use is limited or restricted	20,071
Other assets	<u>4,521</u>
Total assets acquired	29,746
Liabilities assumed:	
Accounts payable and accrued expenses	\$ 2,485
Unpaid losses and loss adjustment expenses	<u>18,411</u>
Total liabilities assumed	<u>20,896</u>
Fair value of assets acquired and liabilities assumed	<u>\$ 8,850</u>
Investment in GSIE as of the acquisition date	<u>\$ 8,850</u>

The results of GSIE since the acquisition date are included in the accompanying consolidated financial statements.

**4. Investments and Assets Whose Use is Limited or Restricted**

Short-term investments totaling \$15,322 and \$66,525 at September 30, 2022 and 2021, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	<u>2022</u>	<u>2021</u>
Board designated funds:		
Cash and cash equivalents	\$ 2,771	\$ 4,845
Fixed income securities	21,839	26,316
Marketable equity and other securities	301,116	318,051
Inflation-protected securities	<u>14,332</u>	<u>16,093</u>
	340,058	365,305
Held by trustee for workers' compensation reserves:		
Fixed income securities	2,501	2,988

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**4. Investments and Assets Whose Use is Limited or Restricted (Continued)**

	<u>2022</u>	<u>2021</u>
Self-insurance escrows and construction funds:		
Cash and cash equivalents	\$ 8,648	\$ 8,996
Fixed income securities	24,074	45,456
Marketable equity securities	<u>14,895</u>	<u>20,003</u>
	47,617	74,455
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	7,553	5,169
Fixed income securities	1,606	1,890
Marketable equity securities	23,091	27,021
Inflation-protected securities	1,020	1,369
Trust funds administered by others	9,836	12,341
Other	<u>408</u>	<u>523</u>
	<u>43,514</u>	<u>48,313</u>
	<u>\$433,690</u>	<u>\$491,061</u>

Included in marketable equity and other securities above are \$203,040 and \$220,974 at September 30, 2022 and 2021, respectively, in so called alternative investments and collective trust funds. See also Note 15.

Investment (loss) income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	<u>2022</u>	<u>2021</u>
Net assets without donor restrictions:		
Interest and dividends	\$ 7,099	\$ 4,831
Investment income from trust funds administered by others	599	595
Net realized gains on sales of investments	4,079	11,760
Net unrealized (losses) gains on investments	<u>(61,177)</u>	<u>52,054</u>
	(49,400)	69,240
Net assets with donor restrictions:		
Interest and dividends	465	357
Net realized gains on sales of investments	608	933
Net unrealized (losses) gains on investments	<u>(7,501)</u>	<u>5,515</u>
	<u>(6,428)</u>	<u>6,805</u>
	<u>\$(55,828)</u>	<u>\$76,045</u>

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$2,300 and \$1,764 in 2022 and 2021, respectively.

Investment management fees expensed and reflected in investment (loss) income and other were \$922 and \$1,035 for the years ended September 30, 2022 and 2021, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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(In thousands)

**5. Retirement Plans**

The System has a noncontributory defined benefit pension plan (the Concord Hospital Plan) covering all eligible employees of the System and subsidiaries, excluding employees of CH-Laconia and CH-Franklin. As a result of the acquisition of certain assets and liabilities of LRGHealthcare effective May 1, 2021 as discussed in Note 3, the System assumed and became the plan sponsor for LRGHealthcare's defined benefit plan, which covers all eligible employees of CH-Laconia and CH-Franklin (the CH-Laconia Plan). The Concord Hospital Plan and CH-Laconia Plan (collectively, the Plans) provide benefits based on an employee's years of service, age and compensation over those years. The System's funding policy for the plans is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

The System accounts for its defined benefit pension plans under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

On September 26, 2022, the Plans were amended to offer certain participants age 62 and older the option to receive a lump-sum distribution as payment for grandfathered benefits. The eligible participants will have 180 days to elect this benefit, beginning October 1, 2022.

During fiscal year 2022, the CH-Laconia Plan incurred a settlement charge due to lump sums paid in excess of the settlement threshold for the Plan year. The settlement charge totaled \$450 and is reflected as a component of net periodic benefit gain (cost), other than service cost.

Subsequent to year end, the Board approved the merger of the Concord Hospital Plan and the CH-Laconia Plan effective December 31, 2022. The merged plan will be amended, restated and renamed effective January 1, 2023.

The following table summarizes the Plans' funded status at September 30:

	<u>Concord Hospital Plan</u>		<u>CH-Laconia Plan</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Funded status:				
Fair value of plan assets	\$ 265,271	\$ 309,685	\$ 54,225	\$ 65,409
Projected benefit obligation	<u>(270,616)</u>	<u>(322,873)</u>	<u>(58,861)</u>	<u>(69,402)</u>
	<u>\$ (5,345)</u>	<u>\$ (13,188)</u>	<u>\$ (4,636)</u>	<u>\$ (3,993)</u>
Activities for the year consist of:				
Benefit payments and administrative expenses paid	\$ 17,945	\$ 21,445	\$ 1,369	\$ 2,634
Net periodic benefit cost	13,500	16,909	1,698	352

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021

(In thousands)

**5. Retirement Plans (Continued)**

The table below presents details about the Plans, including the funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	<u>Concord Hospital Plan</u>		<u>CH-Laconia Plan</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Change in benefit obligation:				
Projected benefit obligation at beginning of year/acquisition date (see Note 3)	\$322,873	\$327,793	\$69,402	\$69,725
Service cost	14,507	14,578	2,012	752
Interest cost	10,933	10,367	2,284	1,002
Actuarial (gain) loss	(59,752)	(8,420)	(9,417)	557
Benefit payments and administrative expenses paid	(17,945)	(21,445)	(1,368)	(2,634)
Settlements and plan amendments	<u>—</u>	<u>—</u>	<u>(4,052)</u>	<u>—</u>
Projected benefit obligation at end of year	<u>\$270,616</u>	<u>\$322,873</u>	<u>\$58,861</u>	<u>\$69,402</u>
Change in plan assets:				
Fair value of plan assets at beginning of year	\$309,685	\$258,752	\$65,409	\$64,215
Actual (loss) return on plan assets	(48,169)	56,378	(11,117)	846
Employer contributions	21,700	16,000	6,200	2,982
Benefit payments and administrative expenses	(17,945)	(21,445)	(1,368)	(2,634)
Settlements	<u>—</u>	<u>—</u>	<u>(4,899)</u>	<u>—</u>
Fair value of plan assets at end of year	<u>\$265,271</u>	<u>\$309,685</u>	<u>\$54,225</u>	<u>\$65,409</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$ (5,345)</u>	<u>\$ (13,188)</u>	<u>\$ (4,636)</u>	<u>\$ (3,993)</u>

Amounts recognized as a change in net assets without donor restrictions during the years ended September 30, 2022 and 2021 consist of:

	<u>Concord Hospital Plan</u>		<u>CH-Laconia Plan</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Net actuarial loss (gain)	\$ 10,264	\$ (44,383)	\$ 5,594	\$ 1,064
Net amortized loss	(10,149)	(12,622)	—	—
Prior service credit amortization	243	243	—	—
Impact of settlement	<u>—</u>	<u>—</u>	<u>(450)</u>	<u>—</u>
Total amount recognized	<u>\$ 358</u>	<u>\$ (56,762)</u>	<u>\$ 5,144</u>	<u>\$ 1,064</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021

(In thousands)

**5. Retirement Plans (Continued)**

Pension Plan Assets

The fair values of the Plans' assets as of September 30, 2022 and 2021, by asset category are as follows (see Note 15 for level definitions). In accordance with ASC 820, *Fair Value Measurements*, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	<u>Concord Hospital Plan</u>		<u>CH-Laconia Plan</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
	<u>Level 1</u>	<u>Level 1</u>	<u>Level 1</u>	<u>Level 1</u>
Short-term investments:				
Money market funds	\$ 2,317	\$ 10,402	\$ 1,797	\$ 1,257
Equity securities:				
Mutual funds – domestic	99,356	104,362	15,877	19,089
Mutual funds – international	–	–	10,302	12,848
Mutual funds – inflation hedge	12,909	14,599	–	–
Fixed income securities:				
Mutual funds – fixed income	<u>19,716</u>	<u>22,290</u>	<u>26,249</u>	<u>32,215</u>
	<u>134,298</u>	<u>151,653</u>	<u>54,225</u>	<u>65,409</u>
Funds measured at net asset value:				
Equity securities:				
Funds-of-funds	81,961	94,714	–	–
Collective trust funds:				
Equities	40,727	52,696	–	–
Fixed income	<u>8,285</u>	<u>10,622</u>	<u>–</u>	<u>–</u>
	<u>130,973</u>	<u>158,032</u>	<u>–</u>	<u>–</u>
Total investments at fair value	<u>\$265,271</u>	<u>\$309,685</u>	<u>\$54,225</u>	<u>\$65,409</u>

The target allocation for the Concord Hospital Plan's assets as of September 30, 2022 and 2021, by asset category are as follows:

	<u>Target Allocation</u>		<u>Concord Hospital Plan</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Short-term investments	0-20%	0-20%	1%	3%
Equity securities	40-80%	40-80%	73%	69%
Fixed income securities	5-80%	5-80%	11%	11%
Other	0-30%	0-30%	15%	17%

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021

(In thousands)

**5. Retirement Plans (Continued)**

The target allocation for the CH-Laconia Plan's assets as of September 30, 2022 and 2021 by asset category are as follows:

	<u>Target</u> <u>Allocation</u>		<u>Percentage</u> <u>of Plan Assets</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Short-term investments	0%	0%	3%	2%
Equity securities	50%	50%	48%	49%
Fixed income securities	50%	50%	49%	49%

The funds-of-funds in the Concord Hospital Plan are invested with various investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately \$15 million at September 30, 2022 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately \$7 million at September 30, 2022 allows for monthly redemptions, with 15 days' notice. Six managers holding amounts totaling approximately \$40 million at September 30, 2022 allow for quarterly redemptions, with notices ranging from 45 to 65 days. One manager holding amounts of approximately \$8 million at September 30, 2022 allows for annual redemptions, with 90 days' notice. Two managers holding amounts of approximately \$12 million at September 30, 2022 allow for redemptions on a semi-annual basis, with a notice of 60 days. The collective trust funds allow for daily, weekly or monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%), limit the percent of the investment that can be redeemed each redemption period, or are subject to certain lock periods.

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plans is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021  
(In thousands)

**5. Retirement Plans (Continued)**

Amounts included in expense during fiscal 2022 and 2021 consist of:

	<u>Concord Hospital Plan</u>		<u>CH-Laconia Plan</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Components of net periodic benefit cost:				
Service cost	\$ 14,507	\$ 14,578	\$ 2,012	\$ 752
Interest cost	10,933	10,367	2,284	1,002
Expected return on plan assets	(21,846)	(20,416)	(3,048)	(1,402)
Amortization of prior service credit and loss	9,906	12,380	-	-
Settlements	-	-	450	-
Net periodic benefit cost	<u>\$ 13,500</u>	<u>\$ 16,909</u>	<u>\$ 1,698</u>	<u>\$ 352</u>

The accumulated benefit obligation for the Concord Hospital Plan at September 30, 2022 and 2021 was \$257,998 and \$308,420, respectively. The accumulated benefit obligation for the CH-Laconia Plan was \$57,170 and \$66,600 at September 30, 2022 and 2021, respectively.

	<u>Concord Hospital Plan</u>		<u>CH-Laconia Plan</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Weighted average assumptions to determine benefit obligation:				
Discount rate	5.63%	3.33%	5.63%	3.33%
Rate of compensation increase	3.00%	2.50% for the next year, 3.00% thereafter	3.00%	3.00%
Weighted average assumptions to determine net periodic benefit cost:				
Discount rate	3.33%	3.11%	3.33%	3.55%
Expected return on plan assets	7.75%	7.75%	6.50%	6.50%
Cash balance credit rate	5.00%	5.00%	N/A	N/A
Rate of compensation increase	2.50%/3.00%	2.50%/3.00%	3.00%	3.00%

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

The System funds the pension plans and no contributions are made by employees. The System funds the plans annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plans in excess of the minimum required amount.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021

(In thousands)

**5. Retirement Plans (Continued)**

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$16,000 in cash contributions to the Concord Hospital Plan for the 2023 plan year. There are no contributions expected to the CH-LaConia Plan in 2023.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

<u>Year Ended September 30</u>	<u>Concord Hospital Plan</u>	<u>CH-LaConia Plan</u>
2023	\$ 17,845	\$ 7,118
2024	17,490	5,620
2025	18,418	4,666
2026	19,838	5,128
2027	21,491	5,018
2028 – 2032	120,191	22,801

**6. Estimated Third-Party Payor Settlements**

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee schedule basis.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**6. Estimated Third-Party Payor Settlements (Continued)**

**Medicaid Enhancement Tax and Disproportionate Share Payment**

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2022 and 2021. The amount of tax incurred by the System for 2022 and 2021 was \$32,035 and \$26,631, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within revenue without donor restrictions and other support and amounted to \$29,744 in 2022 and \$26,545 in 2021, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2019, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date or any future redistributions.

**Medicaid**

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The System is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the System and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee schedule basis.

**Other**

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, fee schedules, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2017 for Medicare and 2016 for Medicaid. Settlements for CH-Laconia have been finalized through 2019 for Medicare and 2018 for Medicaid. Settlements for CH-Franklin have been finalized through 2019 for Medicare and 2017 for Medicaid.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**6. Estimated Third-Party Payor Settlements (Continued)**

During fiscal year 2020, the System requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. One year from the date of receipt of the advance payments (beginning April 2021) 25% of the advances will be recouped in the first eleven months. An additional 25% of the advances will be recouped in the next six months, with the entire amount repayable in 29 months. Any outstanding balance after 29 months is repayable at a 4% interest rate. During the third quarter of fiscal 2020, the System received \$57,885 from these accelerated Medicare payment requests. At September 30, 2022 and 2021, the current portion due within a year, totaling \$248 and \$41,036, respectively, is recorded under the caption "accrual for estimated third-party payors".

**7. Long-Term Debt**

Long-term debt consists of the following at September 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue bonds, Concord Hospital Issue, Series 2021A; interest ranging from 3.0% to 5.0% per year and principal payable in annual installments ranging from \$1,685 to \$3,095 through October 2042, including unamortized original issue premium of \$6,950 in 2022 and \$7,590 in 2021	\$ 48,610	\$ 50,930
2020A note payable to a bank, due October 1, 2026, interest at 1.93% per annum, payable in monthly and annual principal payments, ranging from \$2,427 to \$2,580 beginning October 2022. This note converted into tax-exempt revenue bonds effective July 6, 2021. As a result of the conversion, the interest rate was reduced to 1.57%	12,520	12,520
2020B note payable to a bank, due October 1, 2035 (lender has the option to extend the maturity date through October 1, 2043), interest at 2.26% per annum, payable in monthly and annual principal payments ranging from \$991 to \$2,942 beginning October 2023. Final balloon payment of \$10,157 due October 1, 2035, if the maturity date is not extended by the lender. This note converted into tax-exempt revenue bonds effective July 6, 2022. As a result of the conversion, the interest rate was reduced to 1.84%	36,582	36,582
NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from \$2,010 to \$5,965 beginning October 2032, including unamortized original issue premium of \$6,249 in 2022 and \$6,575 in 2021	60,459	60,785

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021

(In thousands)

**7. Long-Term Debt (Continued)**

	<u>2022</u>	<u>2021</u>
3.38% to 5.0% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$121 in 2021. Series 2013A revenue bonds totaling \$33,785 were refunded in 2020 through issuance of the 2020B note payable described below. The remaining amounts due were repaid in full during 2022	\$ -	\$ 1,461
	158,171	162,278
Less unamortized bond issuance costs	(1,415)	(1,508)
Less current portion	<u>(4,147)</u>	<u>(5,447)</u>
	<u>\$152,609</u>	<u>\$155,323</u>

In June 2021, \$51,498 (including an original issue premium of \$7,728) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2021A, were issued to assist in funding capital and facility projects, and to refund the Series 2013B NHHEFA Hospital Revenue Bonds.

In March 2020, the Hospital entered into a \$12,520 note payable agreement (2020A note) with a lender to advance refund \$11,780 of the Series 2011 NHHEFA Hospital Revenue Bonds. As of September 30, 2021, \$11,780 of the Series 2011 advance refunded bonds, which were considered extinguished for purposes of these consolidated financial statements, remained outstanding. No amounts of the Series 2011 advance refunded bonds remain outstanding as of September 30, 2022. In conjunction with the issuance of the 2020A note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2021 to refinance the 2020A note. The Hospital exercised this option on July 6, 2021, which resulted in the interest rate decreasing from 1.93% to 1.57%.

In March 2020, the Hospital entered into a \$36,582 note payable agreement (2020B note) with a lender to advance refund the Series 2013A NHHEFA Hospital Revenue Bonds. As of September 30, 2022 and 2021, \$33,785 of the Series 2013A advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding. In conjunction with the issuance of the 2020B note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital has the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2022 to refinance the 2020B note. The Hospital exercised this option on July 6, 2022, which resulted in the interest rate decreasing from 2.26% to 1.84%.

In December 2017, \$62,004 (including an original issue premium of \$7,794) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017, were issued to pay for the construction of a new medical office building. In addition, the Series 2017 Bonds reimbursed the Hospital for capital expenditures incurred in association with the construction of a parking garage and the construction of a medical office building, as well as routine capital expenditures.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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(In thousands)

**7. Long-Term Debt (Continued)**

In February 2013, \$48,631 (including an original issue premium of \$3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities. The bonds were paid in full during 2022.

In March 2011, \$49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment. The bonds were paid in full during 2021.

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, are pledged as collateral for all outstanding long-term debt. In addition, the gross receipts of the Hospital, CH-Laconia and CH-Franklin are also pledged as collateral for all outstanding long-term debt. CH-Laconia and CH-Franklin also pledge gross receipts as collateral for the outstanding Series 2021A Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The System was in compliance with its debt covenants at September 30, 2022 and 2021.

The obligations of the Hospital under the 2020A and B notes, Series 2021A, Series 2017, Series 2013A and B and Series 2011 Revenue Bond Indentures are guaranteed by the Hospital, CH-Laconia and CH-Franklin and are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to \$5,531 and \$4,465 (including capitalized interest of \$200) for the years ended September 30, 2022 and 2021, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2023	\$ 4,147
2024	6,144
2025	4,455
2026	5,181
2027	6,949
Thereafter	<u>118,096</u>
	<u>\$144,972</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**8. Commitments and Contingencies**

**Malpractice Loss Contingencies**

Effective February 1, 2011, the System insures its medical malpractice risks through GSIE, a multiprovider captive insurance company. As discussed in Note 3, effective December 31, 2020, the System gained control of GSIE, which requires GSIE to be consolidated in the consolidated financial statements as of September 30, 2021. The results of GSIE since the acquisition date are included in the accompanying consolidated financial statements.

GSIE provides claims-made medical stop loss coverage to its subscriber health systems. Subsequent to December 31, 2020, the System is the sole remaining subscriber. GSIE purchases reinsurance from three reinsurers to limit potential exposure to the System. The reinsurance policies in place are subject to renewal on January 1, 2023, and, after the System's primary retained layer of \$2 million per occurrence and \$12 million aggregate, cover up to \$25 million per occurrence and aggregate per annum. The failure of reinsurers to honor their obligations could result in additional losses to GSIE, and those losses could be significant to GSIE and the System.

The reserve for unpaid losses and loss adjustment expenses and the related reinsurance recoverables includes case basis estimates of reported losses, plus supplemental reserves for incurred but not reported losses (IBNR) calculated based upon loss projections utilizing historical and industry data. An independent consulting actuary is involved in establishing this reserve and the related reinsurance recoverables. Management of the System believes that GSIE's aggregate reserve for unpaid losses and loss adjustment expenses and related reinsurance recoverables at year-end represent its best estimate, based on the available data, of the amount necessary to cover the ultimate cost of losses; however, because of the nature of the insured risks and limited historical experience, actual loss experience may not conform to the assumptions used in determining the estimated amounts for such liability and corresponding asset at the consolidated balance sheet date. Accordingly, the ultimate liability and corresponding asset could be significantly in excess of or less than the amount indicated in these consolidated financial statements. As adjustments to these estimates become necessary, such adjustments are reflected in current year operations. Amounts recoverable from reinsurers have been reduced to their net realizable value.

At September 30, 2022, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total \$20,253 and \$22,303 at September 30, 2022 and 2021, respectively, and are reflected in the accompanying consolidated balance sheets within reserves for insurance. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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**8. Commitments and Contingencies (Continued)**

In accordance with ASU No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2022 and 2021, the System recorded a liability of approximately \$3,300 and \$6,600, respectively, related to estimated professional liability losses. At September 30, 2022 and 2021, the System also recorded a receivable of \$3,300 and \$6,600, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in reserve for insurance (\$3,300 at September 30, 2022 and \$6,600 at September 30, 2021), accounts receivable (\$0- at September 30, 2022 and \$2,800 at September 30, 2021) and other assets (\$3,300 at September 30, 2022 and \$3,800 at September 30, 2021), respectively, in the accompanying consolidated balance sheets.

**Workers' Compensation**

The System maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the System against excessive losses. The System has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$3,888 and \$3,043 at September 30, 2022 and 2021, respectively, are recorded within accounts payable and accrued expenses in the accompanying consolidated balance sheets and have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled \$2,521 and \$2,988 at September 30, 2022 and 2021, respectively, and are included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

**Litigation**

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

**Health Insurance**

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of \$550 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2022 and 2021, have been recorded as a liability of \$13,286 and \$10,042, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**8. Commitments and Contingencies (Continued)***Operating Leases*

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2022 are as follows:

Year Ending September 30:	
2023	\$ 8,078
2024	7,038
2025	5,590
2026	3,333
2027	2,967
Thereafter	<u>10,826</u>
	<u>\$37,832</u>

Rent expense was \$9,532 and \$7,886 for the years ended September 30, 2022 and 2021, respectively.

**9. Net Assets With Donor Restrictions**

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

	<u>2022</u>	<u>2021</u>
Purpose restriction:		
Health education and program services	\$ 18,991	\$ 21,662
Capital acquisitions	610	806
Indigent care	116	135
Pledges receivable with stipulated purpose and/or time restrictions	<u>391</u>	<u>499</u>
	20,108	23,102
Perpetual in nature:		
Health education and program services	20,225	22,613
Capital acquisitions	803	803
Indigent care	2,105	2,105
Annuities to be held in perpetuity	<u>273</u>	<u>280</u>
	<u>23,406</u>	<u>25,801</u>
Total net assets with donor restrictions	<u>\$43,514</u>	<u>\$48,903</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021

(In thousands)

**10. Patient Service Revenue**

An estimated breakdown of patient service revenue for the System by major payor sources is as follows for the years ended September 30:

	<u>2022</u>	<u>2021</u>
Private payor (includes coinsurance and deductibles)	\$391,300	\$335,415
Medicare	276,967	226,029
Medicaid	40,340	33,413
Self-pay	<u>789</u>	<u>3,676</u>
	<u>\$709,396</u>	<u>\$598,533</u>

**11. Functional Expenses**

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	<u>Health Services</u>	<u>General and Administrative</u>	<u>Fund- raising</u>	<u>Total</u>
<u>2022</u>				
Salaries and wages	\$320,669	\$ 59,597	\$ 580	\$380,846
Employee benefits	77,767	14,455	141	92,363
Supplies and other	135,008	21,486	180	156,674
Purchased services	33,227	17,988	177	51,392
Professional fees	16,495	3	-	16,498
Depreciation and amortization	19,424	9,222	307	28,953
Medicaid enhancement tax	32,035	-	-	32,035
Interest	<u>3,065</u>	<u>1,455</u>	<u>48</u>	<u>4,568</u>
	<u>\$637,690</u>	<u>\$124,206</u>	<u>\$ 1,433</u>	<u>\$763,329</u>
<u>2021</u>				
Salaries and wages	\$247,354	\$ 49,320	\$ 524	\$297,198
Employee benefits	67,564	13,472	143	81,179
Supplies and other	119,973	23,868	131	143,972
Purchased services	30,435	14,920	146	45,501
Professional fees	10,579	81	-	10,660
Depreciation and amortization	18,275	8,644	288	27,207
Medicaid enhancement tax	26,631	-	-	26,631
Interest	<u>2,572</u>	<u>1,222</u>	<u>41</u>	<u>3,835</u>
	<u>\$523,383</u>	<u>\$111,527</u>	<u>\$ 1,273</u>	<u>\$636,183</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021

(In thousands)

**11. Functional Expenses (Continued)**

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

**12. Charity Care and Community Benefits (Unaudited)**

The System maintains records to identify and monitor the level of charity care it provides. The System provides traditional charity care, as well as other forms of community benefits. The estimated cost of all such benefits provided is as follows for the years ended September 30:

	<u>2022</u>	<u>2021</u>
Government sponsored healthcare	\$ 36,515	\$29,001
Community health services	1,281	1,408
Health professions education	2,038	1,813
Subsidized health services	54,744	49,746
Research	131	62
Financial contributions	1,440	936
Community benefit operations	89	130
Community building activities	414	2,411
Charity care costs (see Note 1)	<u>3,389</u>	<u>4,043</u>
	<u>\$100,041</u>	<u>\$89,550</u>

The System incurred estimated costs for services to Medicare patients in excess of the payment from this program of \$76,111 and \$73,871 in 2022 and 2021, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**13. Concentration of Credit Risk**

The System grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	<u>2022</u>	<u>2021</u>
Patients	8%	8%
Medicare	42	40
Anthem Blue Cross	18	16
Cigna	3	3
Medicaid	11	13
Commercial	16	18
Workers' compensation	<u>2</u>	<u>2</u>
	<u>100%</u>	<u>100%</u>

**14. Volunteer Services (Unaudited)**

Total volunteer service hours received by the System were approximately 23,000 and 16,000 in 2022 and 2021, respectively. The volunteers provide various nonspecialized services to the System, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

**15. Fair Value Measurements**

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

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021  
(In thousands)

**15. Fair Value Measurements (Continued)**

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

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

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2022 and 2021. In accordance with ASC 820, *Fair Value Measurements*, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

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

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2022</u>				
Cash and cash equivalents	\$ 34,294	\$ –	\$ –	\$ 34,294
Fixed income securities	35,203	10,645	–	45,848
Marketable equity and other securities	136,062	–	–	136,062
Inflation-protected securities and other	15,760	–	–	15,760
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>9,836</u>	<u>9,836</u>
	<u>\$221,319</u>	<u>\$10,645</u>	<u>\$ 9,836</u>	241,800
Funds measured at net asset value:				
Marketable equity and other securities				<u>203,040</u>
				<u>\$444,840</u>
<u>2021</u>				
Cash and cash equivalents	\$ 85,535	\$ –	\$ –	\$ 85,535
Fixed income securities	56,003	16,575	–	72,578
Marketable equity and other securities	144,101	–	–	144,101
Inflation-protected securities and other	17,985	–	–	17,985
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>12,341</u>	<u>12,341</u>
	<u>\$303,624</u>	<u>\$16,575</u>	<u>\$12,341</u>	332,540
Funds measured at net asset value:				
Marketable equity and other securities				<u>220,974</u>
				<u>\$553,514</u>

In addition, for the years ended September 30, 2022 and 2021, there are certain investments totaling \$4,172 and \$4,072, respectively, which are appropriately being carried at cost.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**15. Fair Value Measurements (Continued)**

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

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

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2022 and 2021:

	<u>Trust Funds Administered by Others</u>
Balance at September 30, 2020	\$ 10,965
Net realized and unrealized gains	<u>1,376</u>
Balance at September 30, 2021	12,341
Net realized and unrealized losses	<u>(2,505)</u>
Balance at September 30, 2022	<u>\$ 9,836</u>

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2022:				
Funds-of-funds	\$ 18,489	\$ -	Semi-monthly	5 days
Funds-of-funds	9,645	-	Monthly	15 days
Funds-of-funds	53,791	-	Quarterly	45 - 65 days**
Funds-of-funds	10,329	-	Annual	90 days
Funds-of-funds	8,250	-	Semi-annual	60 days*
Funds-of-funds	42,296	25,854	Illiquid	N/A
Collective trust funds	12,582	-	Daily	10 days
Collective trust funds	7,008	-	Weekly	10 days
Collective trust funds	40,650	-	Monthly	6 - 10 days

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021

(In thousands)

**15. Fair Value Measurements (Continued)**

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2021:				
Funds-of-funds	\$22,685	\$ -	Semi-monthly	5 days
Funds-of-funds	12,926	-	Monthly	15 days
Funds-of-funds	59,430	-	Quarterly	45 – 65 days**
Funds-of-funds	11,157	-	Annual	90 days
Funds-of-funds	9,837	-	Semi-annual	60 days*
Funds-of-funds	24,592	20,713	Illiquid	N/A
Collective trust funds	16,131	-	Daily	10 days
Collective trust funds	9,810	-	Weekly	10 days
Collective trust funds	54,406	-	Monthly	6 – 10 days

\* Limited to 25% of the investment balance at each redemption.

\*\* One investment has a one-year lock period and redemption of one investment is limited to 12.5% of the investment balance at each redemption.

Fixed Income Securities

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

Marketable Equity and Other Securities

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

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

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2022 and 2021  
(In thousands)

**15. Fair Value Measurements (Continued)**

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

The System has committed to invest up to \$63,183 with various investment managers, and had funded \$27,329 of that commitment as of September 30, 2022. As these investments are made, the System reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value.

**16. Financial Assets and Liquidity Resources**

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs, consisted of the following at September 30, 2022:

Cash and cash equivalents	\$ 54,630
Short-term investments	15,322
Accounts receivable	110,525
Funds held by trustee for insurance reserves, escrows and construction costs	<u>50,118</u>
	<u>\$230,595</u>

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents and short-term investments include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2022, the balance of liquid investments in board-designated assets was \$300,735.

CONCORD HOSPITAL  
BOARD OF TRUSTEES  
2023

Christopher Allen, MD (ex-officio, CH Medical Staff President)  
Frederick Briccetti, MD  
William Chapman, Esq., **Secretary**  
Philip Emma  
Charles Fanaras, **Vice Chair**  
Lucy Hodder, Esq.  
Lucy Karl, Esq.  
Linda Lorden  
Joseph Meyer, MD  
Matthew Nadeau  
Peter Noordsij, MD  
Manisha Patel, DDS, **Chair**  
Katherine Saunders  
Robert Segal  
Robert Steigmeyer, **President/CEO** (ex-officio)  
Jeffrey Towle  
Donald Welford

**Treasurer** (not Member of the Board):  
Scott W. Sloane

1/2023

**RESUME**

**ROBERT P. STEIGMEYER**

**Career History:**

1/2014 – Present	Capital Region Health Care and Concord Hospital Concord, NH	President and CEO
2012 – 12/2013	Geisinger Community Medical Center Scranton, PA	CEO
2010 – 2012	Community Medical Center Healthcare System Scranton, PA	President and CEO
2005 – 2010	Northwest Hospital & Medical Center Seattle, WA	Senior Vice President- Operations & Finance
1993 – 2005	ECG Management Consultants Seattle, WA	Principal/Shareholder Senior Manager Manager
1989 – 1993	Ernst & Young St. Louis, MO	Manager Senior Consultant Consultant

**Educational Background:**

1989	Master of Health Administration Master of Business Administration St. Louis University
1985	Bachelor of Arts Wabash College

# Cristina E. Taylor M.D.

Department of Pathology  
Concord Hospital  
250 Pleasant Street  
Concord, NH 03301  
(603) 227-7000 x4620

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## Professional Experience

2015-present	<b>Laboratory Medical Director</b> Department of Pathology Concord Hospital, Concord, NH
2002-present	<b>Pathologist</b> Department of Pathology Concord Hospital, Concord, NH
2021-present	<b>Pathologist (part time)</b> Department of Pathology Concord Hospital-Laconia, Laconia NH
2019-2020	<b>Pathologist (part time)</b> Department of Pathology Frisbie Memorial Hospital, Rochester, NH
1998-2000	<b>Staff (part time)</b> Department of Pathology Beverly Hospital, Beverly, MA
1998-2000	<b>Staff (part time)</b> Department of Pathology Addison Gilbert Hospital, Gloucester, MA

## Education

2001-2002	<b>Hartford Hospital, Hartford CT</b> Fellowship in Surgical Pathology
2000-2001	<b>Hartford Hospital, Hartford CT</b> Fellowship in Hematopathology
1996-2000	<b>New England Medical Center, Boston MA</b> Residency in Pathology
1992-1996	<b>Pennsylvania State College of Medicine, Hershey PA</b> Doctorate of Medicine
1986-1990	<b>Wellesley College, Wellesley MA</b> BA in Psychology, Cum Laude

## Academic Appointments

1997-2000	<b>Laboratory Instructor</b> , General and Systemic Pathology Course Tufts University School of Medicine
1999	<b>Lecturer</b> , Systemic Pathology Course Tufts University School of Medicine

## Awards

1999	<b>Fellow</b> , Armed Forces Institute of Pathology, Washington DC ♦ selected as one of thirty residents, nationwide, for a one-month fellowship in the soft tissue tumor department
1990	<b>BA, Cum Laude</b> , Wellesley College, Wellesley MA

## Boards

6/94	United States Medical License Examination, Part I
8/95	United States Medical License Examination, Part II
11/97	United States Medical License Examination, Part III
7/02	American Board of Pathology-Anatomic and Clinical Pathology
9/03	American Board of Pathology-Hematopathology

## Licensure

New Hampshire Medical License, Number 11644  
Massachusetts Medical License, Number 158188 (expired)

## Professional Organizations

1996-present	College of American Pathologists
2002-present	New Hampshire Society of Pathologists

## Other Leadership

1998-present	<b>Financial Coordinator</b> , Talarion, Inc. USA • Internet service provider. Responsible for accounting and billing
1995-1996	<b>Company Secretary</b> , Mobius Limited, UK • Software component company. Involved in marketing, sales, supplies, and finances
1992	<b>Secretary</b> , American Medical Women's Association, Pennsylvania State College of Medicine

## Prior Experience

1990-1992	<b>Research assistant</b> , Brigham and Women's Hospital, Boston MA • implemented new phase of a clinically based longitudinal study in pulmonary disease. Supervised office, recruited subjects, managed data
1988, 1989	<b>Research assistant</b> , Mass. Ins. of Behavioral Medicine, Springfield MA • organised and collected data for breast cancer prevention study

## Research

2020	Rezaee M, Alexakos S, Taylor CE, Santis W. A rare case of retroperitoneal lymphangioma causing chronic flank pain in an adult. Urology case reports 2020
2019	Krughoff K, Taylor CE, Snyder P, Santis W. Choriocarcinoma of Bladder: A case Report and Considerations for Diagnosis. Clinical Genitourinary Cancer Journal 2019;
2018	Vollstedt A, Taylor CE, and Kilchevsky A. An Unexpected Case of Small Cell Neuroendocrine Carcinoma of the Ureter. Clinics in Surgery 2018;3: 1941
2013	Ramirez JM, Ramirez MA, Essilfie A, Taylor CE, Stearns HC3rd, Mollano A. Round worm-associated median nerve compression: a case report. Iowa Orthop. J. 2013;33:225-227.
2002	Marshall-Taylor C, Cartun R, Mandich D, DiGuiseppe J. Immunohistochemical Detection of Immunoglobulin Light Chain Expression Using Formalin-Fixed Paraffin-Embedded Tissues and Modified Heat-Induced Epitope Retrieval Technique. Appl. Immunohistochem. Mol. Morphol. 2002 Sep; 10(3):258-62.  Hurford MT, Marshall-Taylor C, Vicki SL, Zhou J, Silverman LM, Rezuke WN, Altman A, Tsongalis GJ. Mutation in Exon 5 of the ALAS-2 Gene Results in X-linked Sideroblastic Anemia. Clin. Chim. Acta. 2992 July; 321(1-2):49-5.

2001

Marshall-Taylor C, Rezuke WN, Tsongalis G. The Hematologic Sequelae of Parvovirus B19: Two Case Reports. *J. Clin. Lig. Assay.* 2001 Summer; 24(2): 1008-111.

2000

Marshall-Taylor C, Fanburg-Smith J. Fibrohistiocytic Lipoma: 12 Cases of a Previously Undescribed Benign Fatty Lesion. *Ann. Diagn. Pathol.* 2000 Dec; 4(6)354-60.

Marshall-Taylor C, Fanburg-Smith J. Hemosiderotic Fibrohistiocytic Lipomatous Lesion: 10 Cases of a Previously Undescribed Fatty Lesion of the Foot/Ankle. *Mod. Pathol.* 2000 Nov;13(11):1192-9.

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# Debra L. Willey

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**OBJECTIVE:** To apply an education in Medical Technology and Business Administration combined with gained clinical, administration, and marketing experience towards a challenging administrative director role.

**EDUCATION:** **Bachelor of Science, University of New Hampshire, Durham, NH, MT 1989**  
**Professional Certification:** American Society of Clinical Pathologists, MT180400  
**Master of Business Administration, Southern NH University, September 2008**  
**RELATED EXPERIENCE**

## **MEDICAL**

**TECHNOLOGIST:** **Concord Hospital, Concord, NH (9/89 - present)**  
**Laboratory Administrative Director, – February 2008 – present**

- Lead a versatile, eleven member Laboratory Management Team
- Prepare operations and capital budgets
- Maintain regulatory compliance, CAP, AABB, JCAHO, FDA and CLIA
- Lead Gallup Q12 and Press Ganey initiatives for organizational excellence

**Interim Administrative Director – June 2006-February 2008**  
**Laboratory Business Operations Manager – January 2005 – 2008**

- Lead the business, safety, finance/compliance, transcription operations of progressive automated clinical laboratory, to include outreach operations and collection stations.
- Evaluate, develop and mentor performance of multiple supervisors and resource people
- Key participant in contract renewals, to include State Contracts, Nursing Homes, Dialysis
- Lead Safety training for all employees; continually seek a safe work environment

**Laboratory Sales and Marketing Specialist: May 2002 – Jan 2005**

- Continue in same capacity as previous role, without direct supervisory responsibilities to Client Services Department.
- Expanded involvement in contracting, billing problem resolution with clients.

**Laboratory Client Services/ Marketing Supervisor: Nov 1997 – May 2002**

- Designed and implemented a new Laboratory section, Client Services/Marketing Department, to service and maintain outreach laboratory business; develop and train staff on delivery of Extraordinary Customer Service, and maximize customer satisfaction through strong relationship building.
- Recruit and grow new business. Current clientele of Physician Offices, Nursing Homes, NH State Hospital, and Rehab facilities within a 25-mile radius of Concord Hospital Laboratory. Competent and comfortable with Physician and Physician Office Staff interaction.
- Perform Physician and Physician Office Staff training and education in laboratory testing requirements, and new laboratory products. Comfortable speaking and teaching in front of large groups.
- Supervisor to multiple direct reports, responsible for preparing the annual budget for the department, performance evaluations, coaching and development of laboratory personnel on interpersonal and customer service skills.
- Designed and developed all Marketing materials for the laboratory, such as the Laboratory Services Handbook, the Medicare Compliance Handbook, and Physician Pocket Reference Guides. Responsible to ensure all outgoing communication from the laboratory features a client-focused, positive tone.

**Medical Technologist – Laboratory: September 1989 – Nov 1997**

- Rotated daily as a generalist technologist in all departments of the clinical laboratory.

## **PROFESSIONAL MEMBERSHIPS:**

- **1/2008-1/2010 President NH-VT CLMA – Clinical Laboratory Management Association, NH-VT Chapter**
- **American Society of Clinical Pathologists, member 1989 - present**

**PERSONAL:** Dedicated to family. Other interests include indoor soccer, school, and reading

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Robert Steigmeyer	President and CEO		0	0
Cristina Taylor, MD	Laboratory Medical Director		0	0
Debra Willey, MBA, MT (ASCP)	Director of Laboratory Services		0	0



Lori A. Shlbinette  
Commissioner

Heather M. Moquin  
Chief Executive Officer

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL

36 CLINTON STREET, CONCORD, NH 03301  
603-271-5300 1-800-852-3345 Ext. 5300  
Fax: 603-271-5395 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

September 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, New Hampshire Hospital, to enter into a contract with Concord Hospital, Inc. (VC#177653-B003), Concord, NH, in the amount of \$467,950 for laboratory, pathology and employee health services, with the option to renew for up to four (4) additional years, effective January 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2023. 8% Federal Funds, 28% Other Funds (Provider Fees), 64% General Funds.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, 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.

05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	101-500729	Medical Payments to Providers	94057300	\$145,150
2023	101-500729	Medical Payments to Providers	94057300	\$285,300
			<i>Subtotal</i>	<i>\$430,450</i>

05-95-90 903510- 11140000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH BUREAU OF PH EMERGENCY PREPAREDNESS & RESPONSE, PUBLIC HEALTH EMERGENCY PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90077410	\$ 2,500
2023	102-500731	Contracts for Prog Svc	90077410	\$5,000
			<i>Subtotal</i>	<i>\$ 7,500</i>

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

**05-95-90-903010-8280000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH BUREAU OF LABORATORY SERVICES, BIOMONITORING GRANT**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	90082800	\$15,000
2023	102-500731	Contracts for Prog Svc	90082800	\$15,000
			<b>Subtotal</b>	<b>\$30,000</b>
			<b>Total</b>	<b>\$467,950</b>

**EXPLANATION**

The purpose of this request is to provide laboratory, pathology, phlebotomy, therapeutic drug monitoring, autopsy, and employee and occupational health services to New Hampshire Hospital and the Division of Public Health Services, as appropriate.

Approximately 2000 individuals will be served during State Fiscal Years 2022 and 2023.

The services provided by the Contractor detect diseases and other medical problems that affect the health of New Hampshire Hospital patients. Additionally, patients at New Hampshire Hospital require unique and specific laboratory tests prior to prescribing and administering psychoactive medicines, including the ongoing monitoring of blood levels of these medicines. In order to provide quality patient care, required testing services need to be efficient and ensure quick results.

Employee Health Services protect employees from the risks and hazards in the workplace, including injury prevention as well as reducing the spreading of infectious diseases and viruses. Employee Health Services are essential to remaining compliant with the American with Disabilities Act while reducing the high cost of workers' compensation claims for conditions that may include repetitive motion syndrome; stress related illnesses; and lifting injuries involving backs, shoulders, and knees. Additionally, employees must be screened for communicable diseases and/or recognized illnesses including Hepatitis B, Mumps and drug resistant Tuberculosis.

The Contractor provides all pathology and laboratory services, which include laboratory services referenced, that meet the requirements of The Joint Commission, the Clinical Laboratory Improvement Act of 1988 (CLIA), as amended, and other applicable accrediting bodies.

The Department will monitor services by reviewing quarterly statistical reports on tests completed.

The Department selected the Contractor through a competitive bid process using a Request for Bids (RFB) that was posted on the Department's website from 07/20/2021 through 08/19/2021. The Department received one (1) response that was reviewed. The Bid Sheet is attached.

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

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

Should the Governor and Council not authorize this request, the health risks of some Department employees may be increased and services necessary for patients at New Hampshire Hospital may not be readily available, which could delay treatment.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.070, FAIN # NU88EH001327 and Assistance Listing Number #93.069, FAIN # NH90TP922018.

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

Respectfully submitted,

DocuSigned by:  
*Heather M. Moquin*  
48AF9C9C73B94D2...

Heather Moquin  
CEO NHH



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

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Laboratory, Pathology  
and Employee and  
Occupational Health  
Services

RFB-2021-DPHS-02-LEADR

RFA Name

RFA Number

Bidder Name

Bid Price  
\$417,850

I. Concord Hospital, Inc.

Subject: Laboratory, Pathology and Employee and Occupational Health Services (RFB-2022-NHH-03-LABOR-01)

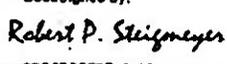
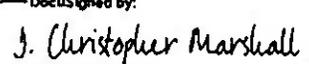
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital, Inc.		1.4 Contractor Address 250 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-2711	1.6 Account Number 05-95-94-940010-87500000; 05-95-90903510-11140000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$467,950
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 10/21/2021		1.12 Name and Title of Contractor Signatory Robert P. Steigmeyer, President and CEO	
1.13 State Agency Signature DocuSigned by:  Date: 10/22/2021		1.14 Name and Title of State Agency Signatory Heather M. Moquin, Chief Executive Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/19/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

Contractor Initials DS  
RPS  
Date 10/21/2021

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

**9. TERMINATION.**

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

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

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials

Date 10/21/2021

RPS

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Laboratory, Pathology and Employee and Occupational Health Services  
EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

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

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor and Executive Council approval or January 1, 2022 ("Effective Date"), whichever is later.

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

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

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

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

**New Hampshire Department of Health and Human Services  
Laboratory, Pathology and Employee and Occupational Health Services  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall perform the following services at the Contractor's facility or a reference laboratory, which include, but are not limited to:
  - 1.1.1. Laboratory and pathology services;
  - 1.1.2. Phlebotomy services;
  - 1.1.3. Therapeutic drug monitoring services;
  - 1.1.4. Autopsy services; and
  - 1.1.5. Employee and occupational health services.
- 1.2. The Contractor shall ensure the following requirements are met:
  - 1.2.1. The Joint Commission standards;
  - 1.2.2. Occupational Safety and Health Administration (OSHA) standards;
  - 1.2.3. Blood borne pathogen standards;
  - 1.2.4. U.S. Public Health Services guidelines;
  - 1.2.5. Clinical Laboratory Improvement Act of 1988 (CLIA) regulations;
  - 1.2.6. Any other applicable accrediting bodies, as identified by the Department; and
  - 1.2.7. Notify the Hospital of any change in reference laboratories.
- 1.3. The Contractor shall ensure their staff:
  - 1.3.1. Travel to New Hampshire Hospital (NHH);
  - 1.3.2. Retrieve the specimen to be tested and return to the Contractor's laboratory;
  - 1.3.3. Test the specimen; and
  - 1.3.4. Provide testing results.
- 1.4. The Contractor shall ensure employees who will be physically present at the NHH campus:
  - 1.4.1. Have documentation of a criminal background check, which demonstrates no criminal offences;
  - 1.4.2. Are available to complete a thirty (30) minute NHH orientation regarding patient confidentiality and boundaries; and
  - 1.4.3. Have certification, training regarding blood borne pathogens, in accordance to the OSHA blood borne pathogen standard, and competency to perform the duties the Scope of Services.

**New Hampshire Department of Health and Human Services  
Laboratory, Pathology and Employee and Occupational Health Services  
EXHIBIT B**

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**1.5. Laboratory and Pathology Services:**

- 1.5.1. The Contractor shall perform all pathology and laboratory services at the selected Contractor's facility or a reference laboratory that meets the requirements above.
- 1.5.2. The Contractor shall provide all consumable supplies necessary to conduct all tests described in the Contract, ensuring supplies:
  - 1.5.2.1. Are ordered on the supply order form or by calling the laboratory directly.
  - 1.5.2.2. Are delivered on the next courier run after the receipt of the request.
- 1.5.3. The Contractor shall adhere to lab tests, performance, and pick-up times established by the Department. The Contractor shall ensure:
  - 1.5.3.1. Routine tests are performed once daily, potentially seven (7) days per week, except for Thanksgiving, Christmas, and New Year's Day.
  - 1.5.3.2. Routine surgical pathology services are completed daily, Monday through Friday.
  - 1.5.3.3. STAT specimens are picked up at New Hampshire Hospital (NHH) specified locations via courier, as requested, twenty-four (24) hours per day, seven (7) days per week.
  - 1.5.3.4. All STAT tests are completed within one (1) hour of receiving the request for STAT testing.
  - 1.5.3.5. Routine pick-ups for specimens up to three (3) times per day, Monday through Friday, at 8:30 AM, 11:30 AM, and 4:00 PM and one (1) pick-up on Saturdays, as requested. The Contractor shall:
    - 1.5.3.5.1. Not provide routine pick-ups on the following holidays:
      - 1.5.3.5.1.1. New Year's Day;
      - 1.5.3.5.1.2. Memorial Day;
      - 1.5.3.5.1.3. Independence Day;
      - 1.5.3.5.1.4. Labor Day;
      - 1.5.3.5.1.5. Thanksgiving Day; and
      - 1.5.3.5.1.6. Christmas Day.
    - 1.5.3.5.2. Provide additional specimen pick-ups Monday through Friday at 9:00 AM and 2:30 <sup>PM</sup> as RPS

**New Hampshire Department of Health and Human Services  
Laboratory, Pathology and Employee and Occupational Health Services  
EXHIBIT B**

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requested based on telephone call notification that the specimens are ready.

- 1.5.4. The Contractor shall complete activities when testing specimen that include:
  - 1.5.4.1. Performing routine assays on the day of specimen receipt.
  - 1.5.4.2. Delivering same-day results to the Hospital by 4:00 PM.
  - 1.5.4.3. Reporting STAT testing results within one (1) hour of receiving the request for STAT testing.
  - 1.5.4.4. Forwarding printed copies of all laboratory results to the appropriate clinician for review and to the Infection Control Practitioner (ICP).
- 1.5.5. The Contractor shall determine, through visual inspection prior to testing a specimen, whether:
  - 1.5.5.1. Handling of the specimen is in compliance with protocol; and
  - 1.5.5.2. Valid test results are possible.
- 1.5.6. When a specimen is rejected, then Contractor shall:
  - 1.5.6.1. Not conduct testing;
  - 1.5.6.2. Immediately notify the appropriate NHH patient care unit about the specimen rejection; and
  - 1.5.6.3. Notify Department clinical laboratory liaison through a NHH established reporting process with the reason for rejection.
- 1.5.7. The Contractor shall perform and report emergency or abnormal test results or other tests requested by a physician and ensuring:
  - 1.5.7.1. Tests are performed in a timely fashion consistent with clinical appropriateness; and
  - 1.5.7.2. Critical results are provided to the patient care unit or directly to the practitioner with fifteen (15) minutes of verification by telephone call or fax, to be followed up by printed copies for the medical record.
- 1.5.8. The Contractor shall report all laboratory results on a standard form approved by NHH, which includes:
  - 1.5.8.1. The date and time of specimen collection;
  - 1.5.8.2. The date and time a specimen is received by the laboratory and completed;
  - 1.5.8.3. The technologist's initials; and

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1.5.8.4. The pathologist's review, as appropriate.

1.5.9. The Contractor shall provide access and the ability to collect and print lab results on-line at no additional cost to Department including access to on-line laboratory results through a secure Physician Portal.

1.5.10. The Contractor shall collaborate with Department in the development of enhancements to computerized reporting systems.

1.5.11. The Contractor shall notify the Infection Control Practitioner (ICP), within one (1) working day, of any laboratory findings that indicate a disease reportable to the NH Division of Public Health Services, or drug resistant or multi-drug resistant organism (MDRO).

1.5.12. The Contractor shall provide the antimicrobial susceptibility summary annually to the Infection Control Practitioner (ICP).

**1.6. Phlebotomy Services**

1.6.1. The Contractor shall provide phlebotomy services, including the transportation of collected specimens at no additional costs to NHH, on a mutually agreed routine schedule to collect difficult draws.

1.6.2. The Contractor shall establish a standard of practice for obtaining and processing specialized phlebotomy draws, which may include, but are not limited to, arterial blood gases and ammonia blood levels.

1.6.3. The Contractor shall provide a Laboratory Services Handbook and on-line access to NHH for standards of practice for specialized phlebotomy draws.

1.6.4. The Contractor shall provide call back on STAT phlebotomy upon request at no additional cost to NHH. The Contractor shall ensure:

1.6.4.1. Phlebotomists perform a venipuncture for the process of obtaining bloods, from veins only.

1.6.4.2. Patients requiring arterial blood gasses are transported, by the Department, to the Contractor's laboratory for arterial venipuncture by qualified staff.

**1.7. Therapeutic Drug Monitoring Services**

1.7.1. The Contractor shall perform therapeutic drug monitoring including active metabolites on the substances. The Contractor shall ensure:

1.7.1.1. Turn-around times range from twenty-four (24) hours to up to seven (7) days from the time samples are received at the testing laboratory to the forwarding of results.

1.7.1.2. All antipsychotic and antidepressant drug monitoring utilize High Performance Liquid Chromatographic

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(HPLC) techniques using both ultraviolet and electro-chemical detection.

1.7.1.3. Laboratory methodology includes:

1.7.1.3.1. Detection;

1.7.1.3.2. Identification and measurement of psychoactive metabolites of all samples submitted; and

1.7.1.3.3. Levels of parent drug and relevant active metabolites shall be included in direct and follow-up reports.

1.7.2. The Contractor shall provide in-service training for nursing or other personnel at no charge to NHH. The Contractor shall:

1.7.2.1. Notify the NHH Associate Director of Nursing of all available trainings including, but not limited to:

1.7.2.1.1. Any changes related to laboratory services.

1.7.2.1.2. Education related to equipment supplied.

1.7.2.1.3. Any changes in collection practices.

1.7.2.1.4. Training on United States Pharmacopeia Convention Chapter 800 (USP 800) drugs.

1.7.2.1.5. Continuing education conferences of interest for the physician community, nursing community, and/or the infection prevention practitioner.

1.7.2.2. Ensures nurses participating in training sign a Consent and Understanding of Handling Hazardous Drugs form.

1.7.3. The Contractor shall provide up to six (6) yearly continuing education conferences, as mutually agreed upon by both parties.

1.7.4. The Contractor shall ensure data provided to NHH is in a computerized form and is in sufficient detail for NHH to bill Medicare, Medicaid or other payors, and includes:

1.7.4.1. Patient name;

1.7.4.2. Date of service;

1.7.4.3. New Hampshire Hospital Medical Record Number;

1.7.4.4. New Hampshire Hospital Unit location;

1.7.4.5. Current Procedural Terminology (CPT) -4Code;

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- 1.7.4.6. Diagnosis 1;
- 1.7.4.7. Diagnosis 2;
- 1.7.4.8. Description of service (test description and Contractor order/Invoice number);
- 1.7.4.9. Units of service performed;
- 1.7.4.10. Price of each Unit and price total; and
- 1.7.4.11. Ordering physician's name.
- 1.7.5. The Contractor shall meet with NHH staff once per quarter and as necessary to discuss the quality and appropriateness of services, and mutually resolve identified problems.
- 1.7.6. The Contract shall provide NHH with information regarding the objective criteria, which may include, but is not limited to, a quality control surveillance program, established to review and monitor the services provided to NHH.
- 1.7.7. The Contract shall serve as a reference laboratory for the Public Health Laboratories, as needed. The Contractor shall submit an invoice for reference laboratory services to the Public Health Laboratories for services provided.

**1.8. Autopsy Services**

- 1.8.1. The Contract shall provide autopsy services seven (7) days per week that include, but are not limited to:
  - 1.8.1.1. Ensuring a pathologist is on call seven (7) days per week.
  - 1.8.1.2. Ensuring delivery and pickup of the remains through a local licensed funeral home.
  - 1.8.1.3. Providing a provisional anatomic diagnosis within seventy-two (72) hours.
  - 1.8.1.4. Providing a complete report and diagnosis to NHH within sixty (60) days.

**1.9. Employee and Occupational Health Services**

- 1.9.1. The Contractor shall provide employee health services, for NHH and the Division of Public Health Services (DPHS), which include, but are not limited to:
  - 1.9.1.1. Complying with employee health policies in accordance with:

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- 1.9.1.1.1. Occupational Safety and Health Administration (OSHA);
- 1.9.1.1.2. Blood borne pathogen standards; and
- 1.9.1.1.3. The U.S. Public Health Services guidelines.
- 1.9.1.2. Screening employees for communicable and infectious diseases, as requested by the NHH and/or DPHS, which includes but are not limited to:
  - 1.9.1.2.1. Hepatitis B;
  - 1.9.1.2.2. Measles;
  - 1.9.1.2.3. Mumps;
  - 1.9.1.2.4. Pertussis;
  - 1.9.1.2.5. Rabies;
  - 1.9.1.2.6. Rubella;
  - 1.9.1.2.7. Tuberculosis;
  - 1.9.1.2.8. Varicella; and
  - 1.9.1.2.9. COVID-19 and any variant.
- 1.9.1.3. Screening employees for occupational exposure to chemicals, including but not limited to, heavy metals and lead.
- 1.9.1.4. Referring employees showing any signs of potential added risk in the performance of their job duties to their Personal Care Physician, or providing resources for the individual if the potential employee is indigent and does not have a Primary Care Physician (PCP).
- 1.9.1.5. Conducting pre-placement and/or physical screenings, as appropriate and ensuring a completed OSHA Respirator Medical Evaluation Questionnaire is on file prior to the pre-placement and/or physical, which includes but is not limited to:
  - 1.9.1.5.1. Medical and occupational history reviews;
  - 1.9.1.5.2. Respirator medical clearance exams; and
  - 1.9.1.5.3. Visual color discrimination exams.
  - 1.9.1.5.4. Fit Testing;
  - 1.9.1.5.5. Medical Clearance Testing; and
  - 1.9.1.5.6. Spirometry Testing (if requested/needed)

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- 1.9.1.6. Conducting physical capacity exams, as appropriate, that do not duplicate exams performed under the workers compensation program for:
  - 1.9.1.6.1. Newly transferred employees;
  - 1.9.1.6.2. New employees;
  - 1.9.1.6.3. Employees returning to work after injury or major illness; and
  - 1.9.1.6.4. Employees with performance issues, as requested by NHH and/or DPHS.
- 1.9.1.7. Providing immunization or screening in accordance with OSHA blood borne pathogen standards and with the Centers for Disease Control (CDC) recommendations regarding the Immunization of Health Care Workers.
- 1.9.1.8. Administering vaccinations for immunizations against diseases; as requested by NHH and/or DPHS.
  - 1.9.1.8.1. Hepatitis B;
  - 1.9.1.8.2. Influenza;
  - 1.9.1.8.3. Measles;
  - 1.9.1.8.4. Mumps;
  - 1.9.1.8.5. Rubella;
  - 1.9.1.8.6. Tetanus;
  - 1.9.1.8.7. Diphtheria;
  - 1.9.1.8.8. Pertussis;
  - 1.9.1.8.9. Rabies;
  - 1.9.1.8.10. Tuberculosis;
  - 1.9.1.8.11. Varicella; and
  - 1.9.1.8.12. COVID-19 and any variant.
- 1.9.1.9. Following up on exposures to blood borne pathogens, infectious and communicable diseases, and other health exposures, as requested by NHH and/or DPHS.
- 1.9.1.10. Providing chest radiographic services for employees who present with a positive Tuberculin Skin Test (TST) and annual screening for employees with Latent Tuberculosis Infection (LTBI).
- 1.9.1.11. Forwarding all of the aforementioned documentation for

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DPHS employees to the Public Health Lab Safety Officer and DPHS Public Health Nurse at the Department of Health and Human Services, Human Resources, 29 Hazen Drive, Concord NH 03301 and to the DHHS Payroll and Benefits Assistant Administrator at the Department of Health and Human Services, Human Resources, 129 Pleasant Street, Concord NH 03301.

- 1.9.1.12. Providing access and the ability to collect and print lab results.
- 1.9.1.13. Attending quarterly meetings with NHH Infection Prevention.
- 1.9.1.14. Maintaining current health records on all referrals from NHH and DPHS, ensuring records include, but are not limited to:
  - 1.9.1.14.1. Verification of all services requested within two (2) business days; and
  - 1.9.1.14.2. Result and/or findings of the above request, including any declination forms.

1.10. The Contractor shall forward all of the aforementioned documentation for New Hampshire Hospital employees to the New Hampshire Hospital's Human Resources Department at 36 Clinton Street, Concord NH 03301.0

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit a quarterly Specimen Collection Quality Assurance Report via email to the Director of Standards and Quality Management, the Infection Prevention Practitioner, and the Hospital Clinical Laboratory Liaison at New Hampshire Hospital. The Contractor shall ensure reports include

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- 3.1.1. The number of each test and profile performed;
- 3.1.2. A list, by patient, of the tests or profiles completed;
- 3.1.3. A list, by practitioner, of tests and profiles ordered;
- 3.1.4. A list, by dates and times, of the additional courier call-backs, and the associated costs;
- 3.1.5. A list, by patient, of all rejected specimens; and
- 3.1.6. Other reports upon request, which includes but is not limited to a summary of reported issues.
- 3.2. The Contractor shall provide online access to the Specimen Collection Manual, including updates as necessary, at no additional cost to New Hampshire Hospital.
- 3.3. The Contractor shall submit a quarterly summary of all Employee and Occupational Health Services to the NHH Human Resource Coordinator II and to Administrator II at DHHS, Human Resources, which shall include but not be limited to:
  - 3.4. Name of Employee;
    - 3.4.1. Date of service;
    - 3.4.2. Type of test which includes but is not limited to:
      - 3.4.2.1. Pre-hire;
      - 3.4.2.2. Physical capacity;
      - 3.4.2.3. Worker's compensation;
      - 3.4.2.4. Return to work;
      - 3.4.2.5. Immunization type; and
      - 3.4.2.6. Cost.

**4. Additional Terms**

**4.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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

- 4.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication <sup>access</sup> 

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and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**4.3. Credits and Copyright Ownership**

- 4.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 4.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 4.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 4.3.3.1. Brochures.
  - 4.3.3.2. Resource directories.
  - 4.3.3.3. Protocols or guidelines.
  - 4.3.3.4. Posters.
  - 4.3.3.5. Reports.
- 4.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**5. Records**

- 5.1. The Contractor shall keep records that include, but are not limited to:
  - 5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers,

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requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

5.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 2%, Federal Funds from the New Hampshire's Public Health Emergency Preparedness (PHEP) Program for FY 2021 (1901-BP3), as awarded on May 12, 2021, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN# NU90TP922018
  - 1.2. 6%, Federal Funds from Biomonitoring New Hampshire, as awarded on May 23, 2021, by the Centers for Disease Control and Prevention, CFDA 93.070, FAIN# NU88EH001327
  - 1.3. 64% General funds.
  - 1.4. 28% Other funds (Provider Fees).
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on fee-for-service basis for actual services provided in the fulfillment of this Agreement, and shall be in accordance with Exhibits C-1, Fee Schedule.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [NHHFinancialServices@dhhs.nh.gov](mailto:NHHFinancialServices@dhhs.nh.gov), or invoices may be mailed to:

NHH Accounts Payable  
Department of Health and Human Services  
121 South Fruit St  
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. 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.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
  - 12.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless

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of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

Exhibits C-1, Fee Schedule

Antidepressant Drug Testing

Generic Name	Trade Name	CPT Codes	Cost	Number of Units	Total Cost	Turnaround Time
bupropion	Wellbutrin	80338	\$77.00	1	\$77.00	1-5 days
carbamazepine	Tegretol	80158	\$14.71	1	\$14.71	1-4 days
citalopram	Celexa	80332	\$137.50	1	\$137.50	3-10 days
clomipramine	Anafranil	80335	\$27.60	1	\$27.60	5-8 days
duloxetine	Cymbalta	80332	\$216.70	1	\$216.70	7-10 days
escitalopram	Lexapro	80332	\$184.00	1	\$184.00	3-10 days
fluoxetine	Prozac	80332	\$99.00	1	\$99.00	1-5 days
fluvoxamine	Luvox	80332	\$121.00	1	\$121.00	3-10 days
gabapentin	Neurontin	80171	\$20.00	1	\$20.00	1-2 days
lamotrigine	Lamictal	80175	\$11.00	1	\$11.00	1-5 days
oxcarbazepine	Trileptal	80183	\$22.00	1	\$22.00	1-2 days
paroxetine	Paxil	80332	\$111.10	1	\$111.10	3-10 days
sertraline	Zoloft	80332	\$55.00	1	\$55.00	1-5 days
tiagabine	Gabitril	80199	\$75.90	1	\$75.90	3-5 days
topiramate	Topamax	80201	\$28.60	1	\$28.60	1-5 days
trazodone	Desyrel	80338	\$21.31	1	\$21.31	5-8 days
venlafaxine	Effexor	80338	\$70.13	1	\$70.13	5-8 days

Total: \$1,272.55

Antipsychotic Drug Testing

Generic Name	Trade Name	CPT Codes	Cost	Number of Units	Total Cost	Turnaround Time
aripiprazole	Abilify	80342	\$53.13	1	\$53.13	7-10 days
chlorpromazine	Thorazine	80342	\$77.00	1	\$77.00	1-5 days
clozapine	Clozaril	80159	\$25.00	1	\$25.00	1-2 days
fluphenazine	Prolixin	80342	\$29.96	1	\$29.96	1-5 days
haloperidol	Haldol	80173	\$30.38	1	\$30.38	1-4 days
olanzapine	Zyprexa	80342	\$84.50	1	\$84.50	1-5 days
paliperidone	(New per usage)	80342	\$53.13	1	\$53.13	1-5 days
perphenazine	Trilafon	80342	\$61.30	1	\$61.30	1-3 days
quetiapine	Seroquel	80342	\$83.35	1	\$83.35	1-5 days
risperidone	Risperdal	80342	\$53.13	1	\$53.13	3-10 days
thiothixene	Navane	80342	\$32.50	1	\$32.50	1-4 days
ziprasidone	Geodon	80342	\$100.10	1	\$100.10	3-10 days

Total: \$663.48

Laboratory Fee

Service / Description	CPT Codes	Cost	Number of Units	Total Cost	Turnaround Time
Basic Metabolic Panel	80048	\$9.31	160	\$1,488.96	1 day
Electrolyte Panel	80051	\$7.71	10	\$77.11	1 day
Comprehensive Metabolic Panel	80053	\$11.62	1060	\$12,312.96	1 day
Lipid Panel (Chol, Trig, HDL, LDL)	80061	\$14.73	360	\$5,302.44	1 day
Renal Function Panel	80069	\$9.55	10	\$95.48	1 day
Acute Hepatitis Panel	80074	\$52.39	50	\$2,619.85	1 day
Hepatic (Liver) Function Panel - LFTs	80076	\$8.99	20	\$179.74	1 day
Carbamazepine Level	80158	\$14.71	40	\$588.40	1 day
Clozapine Level-ARUP	80159	\$25.00	110	\$2,750.00	1-3 days
Digoxin Level	80162	\$14.61	10	\$146.08	1 day
Valproic Acid Level	80164	\$14.89	290	\$4,319.26	1 day
Gabapentin Level-ARUP	80171	\$20.88	1	\$20.88	1 day
Haloperidol Level-ARUP	80173	\$30.38	40	\$1,215.20	1 day
Lamotrigine Level-ARUP	80175	\$11.00	30	\$330.00	1 day
Lithium Level	80178	\$7.27	400	\$2,908.40	1 day
Oxcarb or Escicarb Metabolite (MHD)-ARUP	80183	\$22.00	20	\$440.00	3-5 days
Phenobarbital Level-ARUP	80188/80184	\$18.88	10	\$188.80	1-3 days
Phenytoin Level	80185	\$14.58	1	\$14.58	1 day
Primidone and Metabolite-ARUP	80188/80184	\$18.88	10	\$188.76	3-5 days

Contractor Initials

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Exhibits C-1, Fee Schedule

Theophylline Level	80198	\$15.55	1	\$15.55	1 day
Topiramate Level-ARUP	80201	\$28.60	10	\$286.00	1 day
Vancomycin Level, Peak	80202	\$14.89	1	\$14.89	1 day
Drugs of Abuse Screen, Urine Toxicology	80308	\$18.85	40	\$754.16	1 day
Duloxetine Quantitative-ARUP	80332	\$216.70	1	\$216.70	1 day
Escitalopram Quantitative-ARUP	80332	\$164.00	1	\$164.00	1 day
Fluoxetine and Metabolite Levels-ARUP	80332	\$99.00	1	\$99.00	1 day
Fluvoxamin Level-ARUP	80332	\$121.00	1	\$121.00	1 day
Paroxetine Quantitation-ARUP	80332	\$111.10	1	\$111.10	1 day
Sertraline Level-ARUP	80332	\$55.00	1	\$55.00	1 day
Trazodone Level-ARUP	80338	\$21.31	1	\$21.31	1 day
Clomipramine and Metabolite, SP-ARUP	80335	\$27.60	1	\$27.60	1 day
Nortriptyline Level-ARUP	80335	\$19.11	10	\$191.10	3-5 days
Venlafaxine and Metabolites-ARUP	80338	\$70.13	1	\$70.13	3-5 days
Aripipazole and Metabolite Levels-ARUP	80342	\$53.13	50	\$2,656.50	3-5 days
Fluphenazine Level-ARUP	80342	\$29.96	20	\$599.20	3-5 days
Olanzapine Level-ARUP	80342	\$64.50	30	\$1,935.00	3-5 days
Paliperidone Level-ARUP	80342	\$53.13	40	\$2,125.20	3-5 days
Perphenazine Level-ARUP	80342	\$61.30	10	\$613.00	3-5 days
Quetiapine Level-ARUP	80342	\$83.35	10	\$833.50	3-5 days
Risperidone and Metabolite S/P-ARUP	80342	\$53.13	20	\$1,062.60	3-5 days
Thiothixene Level-ARUP	80342	\$32.50	1	\$32.50	3-5 days
Opiates Quantitative, Urine-ARUP	80361/80365	\$19.80	1	\$19.80	1-3 days
Glucose, Urine Random	82495	\$4.32	1	\$4.32	1 day
pH, Urine Random	81003	\$2.48	1	\$2.48	1 day
Specific Gravity, Urine Random	81003	\$2.48	1	\$2.48	1 day
Urinalysis Macroscopic Only	81003	\$2.48	1	\$2.48	1 day
Urinalysis with Microscopic and Culture*, If Indicated	81001/87086	\$12.39	120	\$1,486.80	1-3 days
Urinalysis with Microscopic, If Indicated	81001	\$3.49	120	\$418.44	1 day
Urine Microscopic Only	81015	\$3.36	10	\$33.55	1 day
HCG Qualitative Urine	81025	\$9.47	20	\$189.42	1 day
Albumin Level	82040	\$5.45	1	\$5.45	1 day
Microalbumin Level, Urine Random	82043	\$6.36	10	\$63.58	1 day
Ur24 Microalb	82043	\$6.36	1	\$6.36	1 day
Ammonia Level	82140	\$16.03	80	\$1,282.16	1 day
Amylase Level	82150	\$7.13	20	\$142.56	1 day
Amylase Level, Urine Random	82150	\$7.13	1	\$7.13	1 day
Arsenic Blood-ARUP	82175	\$12.10	1	\$12.10	3-5 days
Arsenic Urine w/ Reflex to Fractionated-ARUP*	82175	\$14.30	1	\$14.30	3-5 days
Heavy Metals Panel 3 Urine with Reflex-ARUP*	82175/83655/83825	\$37.74	1	\$37.74	3-5 days
Heavy Metals Panel 3, Blood-ARUP	82175/83655/83825	\$28.05	1	\$28.05	3-5 days
Heavy Metals Panel 4, Blood-ARUP	82175/83655/83825 /82300	\$44.72	1	\$44.72	3-5 days
Bilirubin Level, Body Fluid	82247	\$5.52	1	\$5.52	1 day
Bilirubin, Total	82247	\$5.52	1	\$5.52	1 day
Bilirubin, Direct	82248	\$5.52	10	\$55.22	1 day
Fecal Occult Blood (Guaic), Screening	82270	\$4.82	1	\$4.82	1 day
Fecal Occult Blood (Guaic), Diagnostic	82270	\$4.82	1	\$4.82	1 day
Vitamin D 25 Hydroxy Level	82306	\$32.56	200	\$6,512.00	1 day
Calcium Level, Total	82310	\$5.68	1	\$5.68	1 day
Calcium Level, Urine Random	82310	\$5.68	1	\$5.68	1 day
Calcium Level, 24 Hour Urine	82310	\$5.68	10	\$56.76	1 day
Carbon Dioxide (CO2)	82374	\$5.37	1	\$5.37	1 day
Carcinoembryonic Antigen	82378	\$20.86	10	\$208.56	1 day
Ceruloplasmin-ARUP	823901	\$7.70	1	\$7.70	1-3 days

Contractor Initials

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Exhibits C-1, Fee Schedule

Chloride Level	82435	\$5.06	1	\$5.06	1 day
Chloride Level, Urine Random	82436	\$5.75	1	\$5.75	1 day
Cholesterol Total	82485	\$4.79	10	\$47.85	1 day
Cortisol	82553	\$17.93	1	\$17.93	1 day
Cortisol AM	82553	\$17.93	10	\$179.30	1 day
Cortisol Level, 30 Minute	82553	\$17.93	1	\$17.93	1 day
Cortisol Level, 60 Minute	82553	\$17.93	1	\$17.93	1 day
Cortisol PM	82553	\$17.93	1	\$17.93	1 day
Cortisol, Baseline	82553	\$17.93	1	\$17.93	1 day
CK	82550	\$7.16	10	\$71.61	1 day
CKMB	82533	\$12.71	10	\$127.05	1 day
Creatine Kinase	82550	\$7.16	50	\$358.05	1 day
Creatine Kinase - MB Isoenzyme	82533	\$12.71	20	\$254.10	1 day
Creatinine, Enzymatic	82565	\$5.63	10	\$56.32	1 day
Creatinine Level, 24 Hour Urine	82570	\$5.70	10	\$56.98	1 day
Creatinine Urine	82570	\$5.70	1	\$5.70	1 day
Creatinine Urine, Random	82570	\$5.70	1	\$5.70	1 day
Vitamin B12 Level	82607	\$16.59	190	\$3,151.72	1 day
Estradiol Level	82670	\$29.37	10	\$293.70	1 day
Ferritin	82728	\$14.99	70	\$1,049.51	1 day
Folate Level	82746	\$16.17	70	\$1,131.90	1 day
Glucose Level	82947	\$4.32	1	\$4.32	1 day
GGT(Gamma Glutamyl Transferase)	82977	\$7.92	10	\$79.20	1 day
Follicle Stimulating Hormone Level	83001	\$20.35	20	\$407.00	1 day
Luteinizing Hormone	83002	\$20.37	20	\$407.44	1 day
Haptoglobin-ARUP	83010	\$12.27	10	\$122.70	1-3 days
Hemoglobin A1c (Glycosylated)	83036	\$10.68	320	\$3,417.92	1 day
Insulin Level, Fasting	83525	\$12.57	1	\$12.57	1 day
Iron Level	83540	\$7.12	50	\$355.85	1 day
TIBC	83550	\$9.61	50	\$480.70	1 day
Lactate Dehydrogenase	83615	\$6.84	30	\$199.32	1 day
Lead, Whole Blood Venous-ARUP	83655	\$5.50	10	\$55.00	1-3 days
Lipase Level	83690	\$7.58	20	\$151.58	1 day
Lipase Level, Body Fluid	83690	\$7.58	1	\$7.58	1 day
HDL	83718	\$9.34	1	\$9.34	1 day
LDL, Direct	83721	\$11.55	10	\$115.50	1 day
Magnesium Level	83735	\$7.37	60	\$442.20	1 day
Mercury Blood-ARUP	83825	\$17.89	1	\$17.89	3-5 days
N-Terminal Pro B-Type Natriuretic Peptide	83880	\$43.19	20	\$863.72	1 day
Osmolality, Serum	83930	\$7.27	1	\$7.27	1 day
Osmolality, 24 Hour Urine	83935	\$7.50	1	\$7.50	1 day
Osmolality, Urine Random	83935	\$7.50	10	\$75.02	1 day
PTH-INT	83970	\$45.41	1	\$45.41	1 day
Alkaline Phosphatase	84060	\$14.78	20	\$295.60	1 day
Phosphorus Level	84100	\$5.21	50	\$260.70	1 day
Potassium Level	84132	\$5.24	10	\$52.36	1 day
Potassium Level, 24 Hour Urine	84133	\$5.20	1	\$5.20	1 day
Potassium Level, Urine Random	84132	\$5.24	1	\$5.24	1 day
Prealbumin, Serum	84134	\$5.20	10	\$52.03	1 day
Progesterone Level	84144	\$22.95	10	\$229.46	1 day
Prolactin	84146	\$21.32	40	\$852.72	1 day
Prostate Specific Antigen, Diagnostic	84153	\$20.23	1	\$20.23	1 day
Prostate Specific Antigen, Screening	84153	\$20.23	10	\$202.29	1 day
Protein, Total, 24 Hour Urine	84156	\$4.04	10	\$40.37	1 day
Protein, Total, Urine Random	84156	\$4.04	1	\$4.04	1 day
Sodium Level	84295	\$5.29	1	\$5.29	1 day
Sodium Level, 24 Hour Urine	84300	\$5.57	1	\$5.57	1 day
Sodium Level, Urine Random	84300	\$5.57	10	\$55.86	1 day
Testosterone Total	84403	\$28.39	20	\$567.82	1 day

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Contractor Initials

Exhibits C-1, Fee Schedule

Thyroxine (T4), Total Level	84436	\$6.87	20	\$137.40	1 day
Free Thyroxine Level	84439	\$9.92	1	\$9.92	1 day
Thyroid Stimulating Hormone	84443	\$18.48	110	\$2,032.80	1 day
Thyroid Stimulating Hormone with Reflex to Free Thyroxine*	84443	\$18.48	220	\$4,065.60	1 day
Aspartate Aminotransferase	84450	\$5.70	10	\$56.98	1 day
Alanine Aminotransferase	84460	\$5.83	10	\$58.30	1 day
Trig	84478	\$6.31	1	\$6.31	1 day
Triglycerides, Body Fluid	84478	\$6.31	1	\$6.31	1 day
T3 Uptake	84479	\$7.12	1	\$7.12	1 day
Triiodothyronine (T3), Total Level	84480	\$15.60	20	\$311.98	1 day
Free Triiodothyronine Level	84481	\$18.63	1	\$18.63	1 day
Troponin-I (Cardiac Marker)	84484	\$13.72	70	\$960.19	1 day
Blood Urea Nitrogen	84520	\$4.35	10	\$43.45	1 day
Urea Nitrogen 24 Hour Urine	84540	\$6.12	1	\$6.12	1 day
Urea Nitrogen, Urine Random	84540	\$6.12	1	\$6.12	1 day
Uric Acid Level	84550	\$4.97	20	\$99.44	1 day
HCG, Beta Quantitative, Serum	84702	\$18.56	10	\$185.55	1 day
HCG, Beta Qualitative, Serum	84703	\$8.27	20	\$165.44	1 day
Cholesterol Level, Body Fluid	82465	\$4.79	1	\$4.79	1 day
Hematocrit	85014	\$2.61	1	\$2.61	1 day
Hemoglobin	85018	\$2.61	1	\$2.61	1 day
Complete Blood Count with Differential	85025	\$8.47	1810	\$15,330.70	1 day
Complete Blood Count with Manual Differential	85027	\$7.12	10	\$71.17	1 day
Complete Blood Count without Differential	85027	\$7.12	50	\$355.85	1 day
Reticulocyte Count with Immature Reticulocyte Fraction	85046	\$6.13	10	\$61.27	1 day
White Blood Cell Count, with Absolute Neutrophil Count	85048	\$2.79	1	\$2.79	1 day
Platelet Count	85049	\$4.93	1	\$4.93	1 day
DDimer, Quantitative	85379	\$11.20	40	\$447.92	1 day
Lupus Anticoagulant Reflexive Panel-ARUP*	85610	\$33.00	10	\$330.00	3-5 days
Prothrombin Time and INR	85610	\$4.72	40	\$188.76	1 day
Erythrocyte Sedimentation Rate	85652	\$2.97	30	\$89.10	1 day
Partial Thromboplastin Time	85730	\$6.61	10	\$66.11	1 day
Anti-Nuclear Antibodies Screen with Reflex*	86038	\$13.30	20	\$265.98	3-5 days
C-Reactive Protein	86140	\$5.70	80	\$455.84	1 day
C-Reactive Protein High Sensitivity (CV Risk)	86141	\$14.25	1	\$14.25	1 day
B2glycoprotein 1 IgG, IgM, IgA Antibodies-ARUP	86148	\$49.50	1	\$49.50	3-5 days
Cancer Antigen 125	86304	\$22.89	1	\$22.89	1 day
Infectious Mononucleosis Screen	86308	\$5.70	1	\$5.70	1 day
Thyroid Peroxidase Antibody	86376	\$16.01	30	\$480.15	1 day
Rheumatoid Factor	86431	\$6.24	10	\$62.37	1 day
Quantiferon TB Gold Plus-ARUP	86480	\$46.20	50	\$2,310.00	3-5 days
Borrelia burgdorferi C6 Acute Panel-ARUP*	86618	\$62.50	1	\$62.50	3-5 days
Lyme	86617	\$17.04	1	\$17.04	1 day
HSV 1 and/or 2 Abs, IgM by ELISA-ARUP	86694	\$10.45	1	\$10.45	3-5 days
HSV 1,2 IgG, IgM Abs-ARUP	86694x2	\$24.75	10	\$247.50	3-5 days
HSV 1/2 IgG, IgM Ab Reflex-ARUP*	86694X2	\$24.75	1	\$24.75	3-5 days
Hepatitis B Core Antibody, Total (IgM and IgG)	86704	\$12.05	20	\$241.00	1 day
Hepatitis B Core Antibody, with Reflex to IgM*	86704	\$12.05	1	\$12.05	1 day

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Exhibits C-1, Fee Schedule

Hepatitis B Core Antibody, IgM (Acute)	86705	\$12.95	20	\$258.94	1 day
aHepBs	86706	\$11.81	1	\$11.81	1 day
aHepA	86708	\$13.63	1	\$13.63	1 day
aHepARfx*	86708	\$13.63	1	\$13.63	1 day
Hepatitis A Antibody, IgM	86709	\$12.39	20	\$247.72	1 day
Mumps Screen, IgG	86762	\$15.83	1	\$15.83	3-5 days
Rubella Immune Status	86762	\$15.83	1	\$15.83	3-5 days
Rubeola Immune Status	86765	\$14.17	1	\$14.17	3-5 days
Syphilis Ab Screen w/Reflex*	86780	\$14.56	80	\$1,165.12	1 day
Varicella Zoster IgG Antibody Screen	86787	\$14.17	1	\$14.17	3-5 days
Hepatitis C Antibody	86803	\$15.70	1	\$15.70	1 day
Hepatitis C Antibody, Total with Reflex to Quantitative NAAT*	86803	\$15.70	1	\$15.70	3-5 days
Blood Culture*	87040	\$11.35	1	\$11.35	1-5 days
Stool Culture*	87046	\$10.38	10	\$103.84	3 days
Body Fluid Culture*	87070	\$11.35	1	\$11.35	3 days
Body Fluid Culture with Anaerobes*	87075	\$8.89	1	\$8.89	3 days
Dialysate Culture*	87070	\$11.35	1	\$11.35	3 days
Eye Culture*	87070	\$11.35	1	\$11.35	3 days
Eye Culture with Anaerobes*	87075	\$8.89	1	\$8.89	3 days
Genital Culture*	87070	\$11.35	10	\$113.50	3 days
Lower Respiratory Culture*	87070	\$11.35	1	\$11.35	3 days
Skin/Superficial Wound Culture*	87070	\$11.35	1	\$11.35	3 days
Tissue Culture*	87070	\$11.35	1	\$11.35	3 days
Upper Respiratory Culture*	87070	\$11.35	10	\$113.50	3 days
Wound Aspirate/Abscess Culture*	87070	\$11.35	30	\$340.50	3 days
Wound Aspirate/Abscess Culture with Anaerobes*	87075	\$8.89	1	\$8.89	3 days
Gram negative Identification (Vitek)	87077	\$8.89	20	\$177.78	3 days
Gram positive Identification (Vitek)	87077	\$8.89	10	\$88.88	3 days
Bordetella Pertussis PCR and Culture*	87798x3	\$165.00	1	\$165.00	3 days
Neisseria gonorrhoeae Culture*	87081	\$7.29	1	\$7.29	3 days
Staph Aureus Screen Culture*	87081	\$7.29	1	\$7.29	3 days
Strep Group A Culture*	87081	\$7.29	30	\$218.79	3 days
VRE Culture*	87081	\$7.29	1	\$7.29	3 days
Urology Urine Culture	N/A	N/A	1	\$0.00	3 days
Urine Culture*	87086	\$8.90	80	\$711.92	3 days
Fungal Culture - Skin, Hair, Nail*	87101	\$8.48	1	\$8.48	3-5 days
Yeast Culture - Skin, Hair, Nail*	87101	\$8.48	1	\$8.48	3 days
Fungus Culture - Not Skin or Blood*	87102	\$9.25	1	\$9.25	3 days
Yeast Culture - Not Skin or Blood*	87102	\$9.25	1	\$9.25	3 days
Acid Fast Bacilli Culture*	87118	\$49.50	1	\$49.50	3 days
KB Alpha Streptococcus	87184	\$8.23	1	\$8.23	3 days
KB Beta Streptococcus	87184	\$8.23	1	\$8.23	3 days
KB fosfomycin	87184	\$8.23	10	\$82.28	3 days
KB Haemophilus	87184	\$8.23	1	\$8.23	3 days
KB Mincycline	87184	\$8.23	1	\$8.23	3 days
KB P aeruginosa	87184	\$8.23	1	\$8.23	3 days
KB Pip/Taz	87184	\$8.23	1	\$8.23	3 days
KB-In House Disks	87184	\$8.23	1	\$8.23	3 days
Gram Negative Sensitivity Panel (Vitek AST-GN70)	87186	\$9.52	40	\$380.60	3 days
Gram Positive Sensitivity Panel (Vitek AST-GP75)	87186	\$9.52	20	\$190.30	3 days
Yeast Sensitivity Panel (Vitek AST-YS05)	87186	\$9.52	1	\$9.52	3-5 days
Fecal Leukocytes	87205	\$4.70	1	\$4.70	1 day
Gram Stain Report	87205	\$4.70	30	\$140.91	1 day
Acid Fast Stain Report	87206	\$11.00	1	\$11.00	3 days

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Contractor Initials \_\_\_\_\_

Exhibits C-1, Fee Schedule

Hepatitis B Surface Antigen	87340	\$11.36	20	\$227.26	1 day
Hepatitis B Surface Antigen, Confirmatory	87341	\$11.36	1	\$11.36	1 day
HIV Ag/Ab Combo 1/2 Screen	87389	\$28.49	80	\$2,119.04	1 day
C. trachomatis (TMA)	87491	\$38.60	20	\$771.98	3 days
Clostridium difficile Toxin, PCR	87493	\$41.00	10	\$409.97	1 day
Influenza Panel, Polymerase Chain Reaction	87631	\$158.89	20	\$3,137.86	1 day
Hepatitis C Virus by Quantitative NAAT with Reflex to HCV Genotype by Sequencing - ARUP*	87522	\$77.00	10	\$770.00	3-5 days
N. gonorrhoeae (TMA)	86591	\$38.60	20	\$771.98	3 days
Influenza/Respiratory Syncytial Virus PCR Combo	87831	\$158.89	1	\$158.89	1 day
Norovirus GI PCR	87798	\$38.60	10	\$385.99	1 day
Norovirus GII PCR	87798	\$38.60	10	\$385.99	1 day
Respiratory Panel, Polymerase Chain Reaction	0202U	\$458.46	10	\$4,584.58	1 day
Streptococcus Group A Antigen	87880	\$18.18	20	\$363.66	1 day
Trichomonas vaginalis, Endocerv.	87861	\$38.60	1	\$38.60	1-3 days
Trichomonas vaginalis, Vaginal	87861	\$38.60	1	\$38.60	1-3 days
Streptococcus Group A Antigen with Reflex to Group A Streptococcus Culture*	87880	\$18.18	20	\$363.66	1-3 days
Shiga toxin	87899	\$16.07	10	\$160.70	2 days
HCV Genotyping by PCR and Sequencing-ARUP	87902	\$77.00	10	\$770.00	3-5 days
AceLaminophen Level	80143	\$20.50	1	\$20.50	1 day
Alcohol Level	82077	\$19.00	1	\$19.00	1 day
Alcohol Level, Urine	G0480		30	\$0.00	1 day
Cytopath, Smear, Extended Study	88162	\$32.01	1	\$32.01	3-5 days
Cytopath, Smears Prep, Screen, Interpretation	88161	\$24.50	1	\$24.50	3-5 days
Decalcification	88311	\$5.14	1	\$5.14	3-5 days
ER/PR/Her2neu	88360	\$49.18	1	\$49.18	3-5 days
Salicylate Level	80179	\$20.50	1	\$20.50	3-5 days
Special Stains Group I	88312	\$10.20	1	\$10.20	3-5 days
Surg IPX (Add'l Antibody)	88341	\$35.20	1	\$35.20	3-5 days
Surg IPX (First Antibody)	88342	\$35.20	1	\$35.20	3-5 days
Surgical Pathology Level I Complexity	88300	\$16.40	1	\$16.40	3-5 days
Surgical Pathology Level II Complexity	88302	\$36.10	1	\$36.10	3-5 days
Surgical Pathology Level III Complexity	88304	\$43.30	1	\$43.30	3-5 days
Surgical Pathology Level IV Complexity	88305	\$58.10	1	\$58.10	3-5 days
Surgical Pathology Level IV Prostate Only	88305	\$56.10	1	\$56.10	3-5 days
Surgical Pathology Level V Complexity	88307	\$112.40	1	\$112.40	3-5 days
Surgical Pathology Level VI Complexity	88309	\$154.90	1	\$154.90	3-5 days

Examinations/Screenings

Type	CPT Codes	Cost	Number of Units	Total Cost	Turnaround Time
Chest X-Ray	71046	\$125.00	1	\$125.00	same day
Physical Capacity Exam	97750	\$58.00	1	\$58.00	same day
Pre-placement Health Screening	99211	\$60.00	10	\$600.00	same day

Injections, immunizations and screenings conducted at the Contractor's Facility utilizing Contractor's Vaccine at the Department's Request

Services	CPT Codes	Cost	Number of Units	Total Cost	Turnaround Time
OH-INJECTION	90471	\$14.50	1	\$14.50	same day
OH-FIT TESTING (IN HOUSE)		\$43.00	1	\$43.00	same day
OH-CHEST CONTRACT PA&LAT /INTERP	71046	\$125.00	1	\$125.00	same day
OH-PRE-PLACEMENT PCE/Lit Test	97750	\$58.00	1	\$58.00	same day
S4(PT)-POST HIRE ASSESSMENT	97750	\$58.00	1	\$58.00	same day

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Contractor Initials \_\_\_\_\_

Exhibits C-1, Fee Schedule

OH-TUBERCULIN PROTEIN	86580	\$9.00	1	\$9.00	48 - 72 hours per protocol
OH-PRE-PLACEMENT SCREEN RN		\$45.00	1	\$45.00	same day
OH-RABIES VACCINE	90675	\$337.00	1	\$337.00	same day
OH-RN-DOCUMENT REVIEW		\$10.00	1	\$10.00	1-2 days
OH-HEPATITIS B VACCINE	90748	\$56.00	1	\$56.00	same day
OH-MEASLES-MUMPS-RUBELLA VACCINE	90707	\$83.00	1	\$83.00	same day
OH-VARICELLA VACCINE(CHICKEN POX)	90716	\$152.00	1	\$152.00	same day
OH DIPHT -PERTUS- TETNUS(ADACEL)	90715	\$41.50	1	\$41.50	same day
OH-VENIPUNCTURE	36415	\$15.50	1	\$15.50	n/a
OH-TB TEST READ ONLY	No Charge	\$0.00	1	\$0.00	same day
OH-TB READ - EXTERNAL CLINIC	86580	\$10.00	1	\$10.00	same day
OH-LEVEL 1 EXAM with provider	99211	\$40.00	1	\$40.00	same day
OH-TB VACCINATION W/EXAM	86580	\$7.50	1	\$7.50	48-72 hours per protocol
OH-SPIROMETRY W/INTERPRETATION	94010	\$70.00	1	\$70.00	2-3 days
OH-LEVEL 1 EXAM with provider - FACILITY	99211	\$20.00	1	\$20.00	same day
Drug Screen using NHH Medical Director (not Concord Hospital MRO)		\$30.00	1	\$30.00	n/a
DOT PE W/ URINE		\$75.00	1	\$75.00	same day
DOT DRUG SCREEN		\$62.50	1	\$62.50	2-3 days
Non-DOT PE (physical exam)	99211	\$60.00	1	\$60.00	same day
Non-DOT DRUG SCREEN		\$62.50	1	\$62.50	2-3 days
PRE-PLACEMENT LIFT	N/A - Duplicate		1	\$0.00	
PRE-PLACEMENT RN	N/A - Duplicate		1	\$0.00	
RN CLEARANCE		\$10.00	1	\$10.00	same day
FIT TESTING	N/A - Duplicate		1	\$0.00	
TB W/EXAM	N/A - Duplicate		1	\$0.00	
TB W/O EXAM	N/A - Duplicate		1	\$0.00	
URINE DIP	81003	\$10.00	1	\$10.00	same day
Tdap*	N/A - Duplicate		1	\$0.00	
Td TOXOID*	90714	\$33.00	1	\$33.00	same day
HEPATITIS B*	N/A - Duplicate		1	\$0.00	
INFLUENZA*	90658	\$26.00	1	\$26.00	same day
MMR*	N/A - Duplicate		1	\$0.00	
RABIES*	N/A - Duplicate		1	\$0.00	
VARICELLA*	N/A - Duplicate		1	\$0.00	
VENIPUNCTURE	N/A - Duplicate		1	\$0.00	
HEPATITIS B TITER		\$25.00	1	\$25.00	3-5 days
HIV		\$25.00	1	\$25.00	3-5 days
MEASLES TITER		\$25.00	1	\$25.00	3-5 days
MUMPS TITER		\$25.00	1	\$25.00	3-5 days
RUBELLA TITER		\$20.11	1	\$20.11	3-5 days
RABIES TITER		\$91.25	1	\$91.25	3-5 days
VARICELLA TITER		\$25.00	1	\$25.00	3-5 days

Respirator Medical Clearance Exams

Type	Cost	Number of Units	Total Cost	Turnaround Time
Review of OSHA mandatory respirator questionnaire medical clearance based documentation only.	\$10.00	1	\$10.00	same day
Respirator medical clearance exam with review of OSHA Mandatory respirator questionnaire.	\$60.00	1	\$60.00	same day
Respirator medical clearance exam with review of OSHA Mandatory respirator questionnaire and spirometry if PCP risk is determined.	\$130.00	1	\$130.00	MD interp of spirometry 2-3 days

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Exhibits C-1, Fee Schedule

Respirator fit test	\$43.00	1	\$43.00	same day
Total:			\$243.00	

Other Services as Required

Type	Cost	Number of Units	Total Cost
STAT pick-ups	\$25.00	52	\$1,300.00

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit D

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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name:

10/21/2021

Date

DocuSigned by:

*Robert P. Steigmeyer*

Name: ROBERT P. Steigmeyer

Title: president and CEO



New Hampshire Department of Health and Human Services  
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

10/21/2021

Date

DocuSigned by:

*Robert P. Steigmeyer*

Name: ROBERT P. Steigmeyer

Title: President and CEO

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Vendor Initials

Date 10/21/2021

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

10/21/2021

Date

DocuSigned by:

*Robert P. Steigmeyer*

Name: ROBERT P. Steigmeyer

Title: President and CEO

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New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name:

10/21/2021

Date

DocuSigned by:

*Robert P. Steigmeyer*

Name: Robert P. Steigmeyer

Title: President and CEO

Exhibit G

Contractor Initials

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RPS

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

10/21/2021

Date

DocuSigned by:

*Robert P. Steigmeyer*

Name: Robert P. Steigmeyer

Title: President and CEO

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

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Contractor Initials

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Date 10/21/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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3/2014

Contractor Initials

Date 10/21/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials



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Exhibit I

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

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

Department of Health and Human Services

Concord Hospital

The State by:

Name of the Contractor

*Heather M. Moquin*

*Robert P. Steigmeyer*

Signature of Authorized Representative

Signature of Authorized Representative

Heather M. Moquin

Robert P. Steigmeyer

Name of Authorized Representative  
Chief Executive Officer, New Hampshire

Name of Authorized Representative  
Hospital  
President and CEO

Title of Authorized Representative

Title of Authorized Representative

10/22/2021

10/21/2021

Date

Date



New Hampshire Department of Health and Human Services  
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/21/2021

Date

DocuSigned by:

*Robert P. Steigmeyer*

Name: Robert P. Steigmeyer

Title: President and CEO

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Contractor Initials

Date 10/21/2021



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 07-3977399
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: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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**Exhibit K**

**DHHS Information Security Requirements**



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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**DHHS Information Security Requirements**



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

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

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

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

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

**V. LOSS REPORTING**

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

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

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

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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov