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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
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HELEN E. HANKS
 COMMISSIONER

JONATHAN K. HANSON
 DIRECTOR

June 7, 2023

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

REQUESTED ACTION

NH Department of Corrections (NHDOC) is seeking to enter into a **sole source** contract with Androscoggin Valley Hospital, Inc. (VC # 177220), 59 Page Hill Road, Berlin, NH 03570 in the amount of \$3,826,800.00, for the provision of Inpatient and Outpatient Medical Services, effective upon Governor and Executive council approval for the period beginning July 1, 2023 through June 30, 2026, with the option renew for one additional period of up to three (3) years, subject to Governor and Executive Council approval. *100% General Funds*

Funds are anticipated to be available in account, *Medical-Dental*: 02-46-46-465010-82340000-101-500729 for Fiscal Year(s) 2024, 2025 and 2026, upon the continued appropriation of funds in the future operating budget(s) with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Androscoggin Valley Hospital, Inc.

Account	Description	FY 2024	FY 2025	FY 2026	Total
02-46-46-465010-82340000-101-500729	Medical-Dental	\$ 1,213,894.00	\$ 1,274,588.00	\$ 1,338,318.00	\$ 3,826,800.00
Total Contract Amount					\$ 3,826,800.00

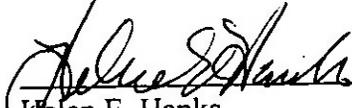
EXPLANATION

The NHDOC is seeking to enter into a **sole source** contract with Androscoggin Valley Hospital (AVH) for the provision of Inpatient and Outpatient Medical Services. In May, 2018 RFP NHDOC 18-08-GFMED resulted with AVH as the only respondent to the solicitation for Inpatient and Outpatient Medical Services serving the residents of the Northern, NH Correctional Facility (NCF), Berlin, NH.

The New Hampshire Department of Corrections utilizes hospital services for healthcare that cannot be provided at the facility and requires either long-term or short-term medical treatment for

residents having an acute illness or injury that is beyond the scope of primary care services provided by the current medical staff within the facility. The hospital contract includes but not limited to inpatient surgery, medical services and outpatient procedures such as ambulatory surgery, diagnostic, specialized treatment interventions and emergency services. The Northern NH Correctional Facility provides secure housing for 550 incarcerated residents as of June 8th 2023 and can house up to 700. Correctional Institutions are required to provide constitutionally adequate healthcare and the provisions of hospital-based services is part of meeting this constitutional standard. AVH is a very short distance from NCF which creates an efficiency in staffing any necessary hospital admissions and having proximal emergent healthcare services as necessary to mitigate adverse healthcare outcomes.

Respectfully Submitted,



Helen E. Hanks
Commissioner

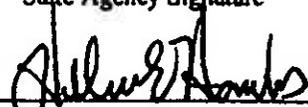
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 105 Pleasant Street Concord, NH 03302	
1.3 Contractor Name Androscoggin Valley Hospital (VC #177220)		1.4 Contractor Address 59 Page Hill Road Berlin, NH 03570	
1.5 Contractor Phone Number 603-326-5633	1.6 Account Unit and Class 02-46-46-465010-82340000- 101-500729	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$3,826,800.00
1.9 Contracting Officer for State Agency Helen E. Hanks		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature  Date: 6/1/2023		1.12 Name and Title of Contractor Signatory Michael D. Peterson, President	
1.13 State Agency Signature  Date: 6/7/2023		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
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: 6/19/2023			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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.

*Androscoggin Valley Hospital, Inc.
59 Page Hill Road
Berlin, NH 03570*

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department" or "NHDOC"), 105 Pleasant Street, Concord, NH 03301 and Androscoggin Valley Hospital, Inc., (VC #177220) ("Contractor"), a New Hampshire Non-Profit Corporation, 59 Page Hill Road, Berlin, NH 03570.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide Inpatient & Outpatient Hospital/Medical Services for the NHDOC.

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

EXHIBIT A

SPECIAL PROVISIONS

1. Section 14. Insurance (P-37, v. 2/23/2023)

"To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

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EXHIBIT B
SCOPE OF SERVICES

1. Purpose

To provide Inpatient & Outpatient Hospital/Medical Services, phlebotomy and other professional hospital/medical services complying with RSA 623-C:2 as amended effective July 1, 2015 for the patient population of the NH Department of Corrections (NHDOC) Northern NH Correctional Facility (NCF), Berlin, NH.

2. Terms of Contract

This Contract is to be effective upon Governor and Executive Council (G&C) approval through June 30, 2026 with an option to renew for one (1) additional period of up to three (3) years, only after the approval of the Commissioner of the NHDOC and the Governor and Executive Council.

3. Terms of Contract

3.1. The Contractor shall provide Inpatient & Outpatient Hospital/Medical Services for the patient population that are under the Department's custodial care for the following facility listed in the table, below:

Table: B-1		
Northern Region – Northern NH Correctional Facility		
Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570

4. Description of Services

The Contractor shall provide Inpatient and Outpatient Hospital/Medical Services, phlebotomy and other professional hospital/medical services as specified in Exhibit B, Scope of Services, as described below:

4.1. Inpatient Services: The NHDOC recognizes that Critical Access Hospital's (CAH) are reimbursed by Medicare at a calculated cost amount for inpatient services using an interim per diem rate, updated at least once per year, which is settled to the cost amount at a later date. The Contractor shall provide pricing based on the per diem rate and translate the per diem rate into a Diagnosis Related Group (DRG) rate as a basis for comparison and evaluation. The NHDOC reserves the right to accept either rate.

As amended, per RSA 623-C:2 effective July 1, 2015, hospitals are required to accept fees not greater than 110% of Medicare. Contractors shall provide pricing that conforms to the statute for both a per diem and DRG methodology. If the per diem rate methodology is selected, the Contractor shall submit the current Centers for Medicare and Medicaid Services (CMS) interim per diem rate documentation and provide discount requirement as it relates to the requirements of and the amended RSA 623-C:2 effective July 1, 2015, private commercial payment and other public sources of third-party payment.

Observation stays will be defined as 23.59 hours or less and any hospital stay of greater value will be billed at the agreed upon per diem rate or at the 110% or less of the Medicare rate

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*Androscoggin Valley Hospital, Inc.
59 Page Hill Road
Berlin, NH 03570*

Observation stays will be defined as 23.59 hours or less and any hospital stay of greater value will be billed at the agreed upon per diem rate or at the 110% or less of the Medicare rate pursuant to amended RSA 623-C:2 effective July 1, 2015 whichever rate is more favorable to meeting or exceeding the statutory reimbursement expectation.

If the NHDOC patient's medical care is covered by Medicaid, pursuant to RSA 151, or the licensed health care provider, or both, shall be paid at the Medicaid rate for services provided. The NHDOC will assist in applying for this reimbursement, as necessary.

- 4.2. Emergency Room Services: The NHDOC recognizes CAH's are reimbursed by Medicare based on an interim rate using a "percentage of charge" methodology that is consistent with the cost of providing outpatient services. This interim rate is updated at least once a year. The Contractor shall submit the current CMS interim rate documentation. Contractors shall provide pricing based on a percentage of charge rates not to exceed 110% of the 2023 Medicare rate (the NHDOC requests the Contractor to comment on the competitiveness of the discount provided as it relates to the requirements of and the amended RSA 623-C:2 effective July 1, 2015, private commercial payment and other public sources of third-party payment).

4.2.1. Outpatient Services: Contractor shall provide pricing based on a percentage of charge rate not to exceed the 110% 2023 Medicare rate. The NHDOC requests the Contractor to comment on the competitiveness of the discount provided as it relates to the requirements of and the amended RSA 623-C:2 effective July 1, 2015, private commercial payment and other public sources of third-party payment. Outpatient services include but are not limited to clinical laboratory, radiology and pharmacy services.

- 4.2.2. As the NHDOC is seeking to be reimbursed as a percentage of the relevant 2023 NH Medicare Fee Schedule, indicate the percentage (%) multiplier using the following NH Medicare Fee Schedules, below:

NH 2023 Medicare Fee Schedule	Percentage (%) Multiplier
Outpatient Laboratory	60 %
Outpatient Radiology	60 %
National Level II Codes (HCPCS)	60 %

- 4.3. Rate Adjustments:

4.3.1 The NH Department of Corrections requests a three-year rate proposal and agreement because of the need to properly appropriate funds over the next biennium. If the Contractor proposes an annual adjustment to the rates, please indicate what the adjustment will be and the rationale for such adjustment.

4.3.2 The NH Department of Corrections will review the Contractor's request for rate adjustment using hospital reimbursement rates by the most recently published Consumer Price Index by the Bureau of Labor Statistics, Boston-Cambridge-Newton, MA-NH/Northeast Region. The adjustment request shall not violate the intent of RSA 623-C:2.

4.3.3 *Please Note*: During the term of the agreement with any selected Contractor, the NH Department of Corrections will require by Agreement that the Contractor provide

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*Androscoggin Valley Hospital, Inc.
59 Page Hill Road
Berlin, NH 03570*

- written agreement and/or possible contract amendment from the NH Department of Corrections prior to going into effect.
- 4.3.4 If it is necessary to increase the price limitation of the Contract this provision shall require Governor and Executive Council approval.
- 4.4 Hospital Claim Processing:
- 4.4.1 The NHDOC lacks electronic claims system capacity. For Hospitals Services, the NHDOC will require the Contractor to invoice the discounted amount of services rendered to patients. Claims are to be provided in the industry standard format, (CMS1500, UB-04) but should indicate the amount expected to be reimbursed.
- 4.4.2 The NHDOC reserves the right to audit any claims and/or seek clarification on any payments that result from this process at any time. The Contractor should be able to defend its pricing methodology and properly detail any internal process controls for ensuring accurate pricing of claims (RSA 623-C:2(g)).
- 4.5 Physician Services: The NHDOC seeks to include professional medical services and have access to such services for employed physicians to be reimbursed at a discounted level. The Contractor shall indicate its willingness to provide discounted professional services for its employed physicians and provide the following:
- a.) Listing of the employed physicians and relevant specialty;
- b.) Level of reimbursement expressed as a percentage of the 2023 NH Medicare physician fee schedule not to exceed 110% of Medicare; and
- 4.5.1 The NHDOC seeks to include other non-hospital-based community physicians in its professional services network. Non-hospital based physician staff will be reimbursed at a rate not exceed 125% of the NH Medicare physician fee schedule per the amended RSA 623-C:2 effective July 1, 2015. Please comment on the expected success of this effort, ways to ensure a successful effort and other ideas that will enhance the ability of the NHDOC to access non-hospital-based physician staff.
- 4.6 Physician Services Claim Processing: The Contractor should validate that Physician Service claims will be provided to the NHDOC in a timely manner and consistent with the industry format (CMS1500). Claims for Physician Services will be processed by the NHDOC by applying the negotiated percentage of the 2023 NH Medicare Fee Schedule to the service, regardless of amount billed. The NHDOC requests that the Contractor invoice at 110% of Medicare rate for employed Physician Services. No payments of services rendered under this methodology will exceed the 110% Medicare amount.
- 4.7 Phlebotomy Services: To include but not limited to:
- 4.7.1 Venipuncture services.
- 4.7.2 Specimen collection time.
- 4.7.3 Comprehensive phlebotomy services to include immediate coverage of requested as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc., of assigned phlebotomy Contractor staff.
- 4.7.4 Phlebotomy services shall be provided by the Contractor on-site for a maximum of six (6) hours per week for the Northern NH Correctional Facility (NCF), Berlin, NH. The schedule of phlebotomy services shall be mutually agreed upon by the parties.

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- 4.7.8 The NH Department of Correction and the Contractor shall determine the on-site days of the Phlebotomist. If the NHDOC nurses perform venipuncture, there will be no special preparations of the specimen (i.e., no slide preparations or other lab preps such as transfer of specimens from one tube to another).
- 4.7.9 The Contractor shall provide an hourly rate for the phlebotomy services and report the expected annual reimbursement based on a maximum of three hundred and twelve (312) hours of phlebotomy services.
- 4.8 **Other Considerations:**
 - 4.8.1 The Contractor shall provide other necessary services at a discounted rate under the 125% of Medicare rate to include but not limited to on-campus (NHDOC facilities) rehabilitation services: Physical Therapy (PT), Occupational Therapy (OT), Speech Therapy (ST) and Respiratory Therapy (RT), Oncology, Radiation Therapy or alternative to hospital-based rehabilitation services.
 - 4.8.2 For inpatient rehabilitation services, Contractors shall provide pricing based on Medicare's Case Mix Groups (CMG) utilizing the payment on account factor (PAF or % of charge) for 2023. The NHDOC is seeking a rate not to exceed 110% of Medicare per amended RSA 623-C:2 effective July 1, 2015.
 - 4.8.3 As an evaluation tool, transportation/security costs will be calculated and factored into the total cost of Hospital Services. Transports shall be done with a minimum of two (2) NHDOC Correctional Officers at an average rate of \$61.56 per hour and a per mile cost of \$0.655 based upon the Internal Revenue Service announcement for 2023.
 - 4.8.4 The \$0.655 per mile rate shall fluctuate based upon the Internal Revenue Service announcement per Calendar Year for the life of the Contract and any renewals thereof.

5 Current Average Population by Facility

Table B-2:	
Service Area	Average Projected Patient Population
Northern NH Correctional Facility	550

6 Estimated Annual Patient FY 2023 Transports

Table B-3:	
Service Area	Estimated Annual Patient Transports
Northern NH Correctional Facility	578 ¹

7 Other Provisions

- 7.3 **Additional Facilities:** Upon agreement of both parties, additional facilities belonging to the NHDOC may be added to the Contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 7.4 **Licenses, Credentials and Certificates:** The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the

¹ (Based on Offender Management data of medical transports)

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7 Other Provisions

- 7.3 Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NHDOC may be added to the Contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 7.4 Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.

8 Administrative Rules, Policies, Regulations and Policy and Procedure Directives

Contractor shall comply with any applicable NHDOC Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

9 Protected Health Information (PHI)

Contractor shall safeguard any and all PHI according to the terms of the Health Information 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.

In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NHDOC.

All financial, statistical, personnel and/or technical data supplied by NHDOC to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

Contractor acknowledges that Correctional Institutions and other custodial facilities under HIPAA's Privacy Rule, covered entities may disclose the protected health information (PHI) of a person to the correctional or other "custodial" facility that has him/her in lawful custody. Purposes include:

- Provision of healthcare to the individual;
- The health and safety of other people incarcerated;

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- The health and safety of officers or other employees of the correctional institution, or persons involved in transporting people under departmental custody; or
- Other activities necessary to the “maintenance of safety, security, and good order” of such institutions.

Correctional facilities may use PHI for all the purposes for which it can be disclosed. Examples if:

- You present an immediate danger to yourself or others.
- You disclose information leading to a suspicion that a child, the elderly, or disabled is in danger of abuse or neglect. The appropriate agency must be notified.
- You disclose information relating to a threat to the security of the institution.
- Mental Health staff are presented with a court order.
- An individual is no longer a person under Departmental custody when released on parole, probation, supervised release or otherwise is no longer in lawful custody.

10 Prison Rape Elimination Act (PREA) of 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:

http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

11 Change of Ownership

In the event that the Contractor should change ownership for any reason whatsoever, the NHDOC shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NHDOC, or terminating the Contract.

12 Contractor Designated Liaison

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NHDOC of the name, title, address, telephone & fax number, of its organization affirming them as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor’s performance under the Contract will be directed.

12.3 Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.

12.4 The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NHDOC actually receives notice of this change.

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- 12.5 Changes to the named Liaison by the Contractor must be made in writing and forwarded to NHDOC, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302

13 Contractor's Designated Responsibilities

Contractor's designated liaison shall be responsible for:

- 13.3 Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.
- 13.4 Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 13.5 Receiving and responding to all inquiries and requests made by NHDOC in the timeframes and format specified by NHDOC in the Contract and any renewals thereof; and
- 13.6 Meeting with representatives of NHDOC on a periodic or as-needed basis to resolve issues, which may arise.

14 NHDOC Liaison Responsibilities

NHDOC's Commissioner, or designee, shall act as liaison between the Contractor and the NHDOC for the duration of the Contract and any renewals thereof. The NHDOC reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NHDOC representative shall be responsible for:

- 14.3 Representing the NHDOC on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NHDOC regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed.
- 14.4 Monitoring compliance with the terms of the Contract.
- 14.5 Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the timeframes specified by the Contract.
- 14.6 Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 14.7 Informing the Contractor of any discretionary action taken by the NHDOC pursuant to the provision of the Contract.
- 14.8 Director of Medical and Forensic Services or designee may order the Contractor to take specific actions the Department deems medically or administratively appropriate.

15 Data Analysis and Reporting

- 15.3 The Contractor shall provide, at a minimum, annual reports on outpatient volume by the Department's facility and inpatient volume shall be required.
- 15.4 The Contractor shall provide any and all reports for the NHDOC' patients only as requested on an as needed basis according to a schedule and format to be determined by the NHDOC and mutually agreed upon by the parties.
- 15.5 Billings are to be provided in a format consistent with Medicare and Medicaid billings on industry standard forms (CMS 1500, UB-04).
- 15.6 Request the Contractor to provide proof of any and all permits to perform Inpatient and Outpatient Hospital/Medical and Phlebotomy services as required by authorities having

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local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof.

16 Performance Evaluation

NHDOC shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

17 Performance Assessment

NHDOC shall, at its sole discretion:

- 17.3 Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 17.4 Terminate the Contract as permitted by law, if the NHDOC determines that the Contractor:
 - 17.4.1 Does not comply with the terms of the Contract.
 - 17.4.2 Has lost or has been notified of intention to lose their certification/licensure/permits.
 - 17.4.3 The Contractor shall fully coordinate the performance activities of the Contract with those of the NHDOC. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NHDOC as requested by the Department throughout the effective period of the Contract.

18 Bankruptcy or Insolvency Proceeding Notification

- 18.3 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NHDOC immediately.
- 18.4 Upon learning of the actions herein identified, the NHDOC reserves the right at its sole discretion to either cancel the Contract in whole or in part or re-affirm the Contract in whole or in part.

19 Embodiment of the Contract

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 18.1.1. and 18.1.2. shall govern. The NHDOC reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Form P-37 (v. 2/23/2023) and/or Exhibit A, B & C

19.3 Order of Precedence:

- 19.3.1 NHDOC Contract Agreement Form P-37 (v. 2/23/2023); and
- 19.3.2 NHDOC Exhibit A, B & C.

20 Cancellation of Contract

NHDOC may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NHDOC exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

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- 20.3 The NHDOC reserves that right to terminate the without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 20.4 The NHDOC reserves the right to cancel this Contractor for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

21 Audit Requirement

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Contract, providing that the recommendations do not require unreasonable hardship, which would normally affect the value of the Contract. In addition, give the Contractor prior notice of any on-site visit by the Department's Director of Medical & Forensic Services or its agent(s) to conduct an audit, and further notify the Contractor of any records with the Director of Medical & Forensic Services or its agents may wish to review.

22 Notification

NHDOC shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

23 Information

23.3 In performing its obligations under the Contract, the Contractor may gain access to information of the patients including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

23.4 Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the resident/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.

23.5 In the event of unauthorized use or disclosure of the residents/patient/non-adjudicated resident information, the Contractor shall immediately notify the NHDOC.

23.6 All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NHDOC.

23.7 All financial, statistical, personnel and/or technical data supplied by NHDOC to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

24 Contractor Personnel

24.3 Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.

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- 24.4 The Department shall be advised of and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.
- 25 **Other Contractual Document Required by the NHDOC**
Form Number P-37 (version 2/23/2023); Certificate of Good Standing (COGS); Certificates of Authority/Vote (COA/COV); Certificate of Insurance (COI); Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; PREA Acknowledgement Form; Mission Statement, Recent Audit Financial Statements, Board of Directors/Trustees and Business Address and Telephone Numbers, List of Key Personnel, Resumes, and Annual Salary per Position, and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the Certificate of Good Standing (COGS), are located as a separate link on the NHDOC website: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.
- 26 **Special Notes**
- 26.3.1 Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or Price Limitation" of the Agreement.
- 26.3.2 Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 26.3.3 Contractor shall name the State of New Hampshire as additionally insured for the life of the Contract and any renewals thereof.
- 26.3.4 Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.

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EXHIBIT C

ESTIMATED BUDGET/METHOD OF PAYMENT

1. **Estimated Budget (Cost Proposal) – Inpatient & Outpatient Hospital/Medical Services**
 - 1.1. Invoices shall be sent to the NHDOC, Financial Services, P.O. Box 1806, Concord, NH 03302.
 - 1.2. The NHDOC may make adjustments to the payment amount identified on the Contractor's invoice per amended RSA 623-C:2 effective July 1, 2015. the NHDOC shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NHDOC.
 - 1.3. The NHDOC Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility using industry standard forms (CMS 1500 and UB-04) and contain the following identifying information:
 - 1.4. The NHDOC Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility using industry standard forms (CMS 1500 and UB-04) and contain the following identifying information:
 - 1.4.1. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 1.4.2. Patient name, identification (ID) number, date of birth (DOB), date of service (DOS), and all other applicable fields per the industry standard form;
 - 1.4.3. Itemized service/product total charge per service/product type;
 - 1.4.4. NHDOC prefers the Contractor to provide the associated adjustments per amended RSA 623-C:2 effective July 1, 2015 on claims submitted.
 - 1.5. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.
 - 1.6. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes , year one (1) of the Contract shall end on June 30, 2024.

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Glossary of Terms

Various terms and abbreviations are used within the RFP that may not be familiar to all readers. This glossary term and acronym list is an attempt to help make reading these documents easier and more understandable.

Term	Acronym	Description/Definition
Alternate W-9 Form	ALT W-9	
Governor and Executive Council	G&C	
Health Insurance Portability and Accountability Act	HIPAA	
New Hampshire	NH	
NHDOC	NHDOC	
Northern NH Correctional Facility	NCF	
Policies, Procedures and Directives	PPD's	
Prison Rape Elimination Act	PREA	Prison Rape Elimination Act of 2003 (PREA) is the first United States federal law passed dealing with the <u>sexual assault of prisoners.</u>
Revised Statutes Annotated	RSA	Forms the codified laws of the state subordinate to the New Hampshire State Constitution.
State Fiscal Year	FY	
State of NH Long Form Contract	P-37	

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NH DEPARTMENT OF CORRECTIONS
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. 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. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "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.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "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.
- k. 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.

(2) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

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

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. 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.

d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

In addition to standard provision #10 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, as 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.

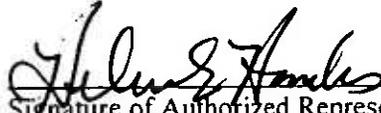
d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections
State of New Hampshire Agency Name

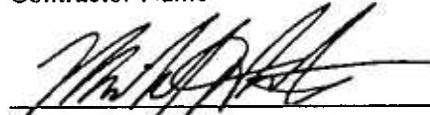

Signature of Authorized Representative

Helen e. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

6/7/2023
Date

Androscoggin Valley Hospital, Inc.
Contractor Name


Contractor Representative Signature

Michael D. Peterson, President
Authorized Contractor Representative Name

President & CEO
Authorized Contractor Representative Title

6/1/2023
Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ANDROSCOGGIN VALLEY HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 28, 1969. 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: 61184

Certificate Number: 0005304582



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of March A.D. 2021.

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

William M. Gardner
Secretary of State



State of New Hampshire

Department of State

2020 ANNUAL REPORT

Filed
Date Filed: 9/23/2020
Effective Date: 9/23/2020
Business ID: 61184
William M. Gardner
Secretary of State

BUSINESS NAME: ANDROSCOGGIN VALLEY HOSPITAL, INC.
BUSINESS TYPE: Domestic Nonprofit Corporation
BUSINESS ID: 61184
STATE OF INCORPORATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
59 PAGE HILL ROAD BERLIN, NH, 03570, USA	NONE

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
Health Care and Social Assistance	General Medical and Surgical Hospitals
OTHER / HEALTHCARE PROVIDER - COMMUNITY HOSPITAL	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Martha Laflamme	59 Page Hill Rd, Berlin, NH, 03570, USA	Secretary
Max Makaitis	59 Page Hill Rd, Berlin, NH, 03570, USA	Treasurer
Donna Goodrich	59 Page Hill Rd, Berlin, NH, 03570, USA	Chairman of the Board of Directors
Michael Peterson	59 Page Hill Rd, Berlin, NH, 03570, USA	Chief Executive Officer
Jay Poulin	59 Page Hill Rd, Berlin, NH, 03570, USA	Other Officer

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.	
	Title: Chief Executive Officer
	Business Name: Androscoggin Valley Hospital
	Signature: Jillian Hammond
	Name of Signer: Jillian Hammond
	Title of Signer: Assistant Secretary

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Martha Laflamme, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Androscoggin Valley Hospital, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June
(Month)

1, 20 23 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Michael D. Peterson, President & CEO (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Androscoggin Valley Hospital, Inc. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Martha Laflamme
Martha Laflamme (Jun 5, 2023 15:06 EDT)

DATED: Jun 5, 2023

ATTEST: Secretary, AVH Board of Directors
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

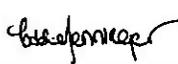
PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Androscoggin Valley Hospital 59 Page Hill Road Berlin, NH 03570	INSURER A: ProSelect Insurance Company NAIC # 10638	
	INSURER B: Associated Industries of Massachusetts Mut 33758	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** w26389924 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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:			002NB000032947	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <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						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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WAZ-800-8007357-2022A	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Medical Professional Liability Claims-made			002NB000032947	10/01/2022	10/01/2023	Each Medical Incident \$1,000,000 Annual Aggregate \$3,000,000

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

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Michael D. Peterson, President
Name


Signature

6/1/2023
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Michael D. Peterson, President
Name


Signature

6/1/2023
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Michael D. Peterson, President
Name


Signature

6/1/2023
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

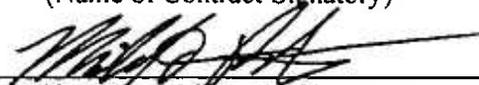
- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Michael D. Peterson, President
(Name of Contract Signatory)

Date: 6/1/2023

Signature: 
(Signature of Contract Signatory)

Androscoggin Valley Hospital, Inc.

59 Page Hill Road

Berlin, NH 03570

603-752-2200

Mission, Vision & Value Statement

Mission:

Delivering the best healthcare experience for every patient, every day.

Vision:

Working TOGETHER, we will be one of the top ten critical access hospitals in the Country, by providing the most compassionate, highest quality care to OUR community.

Values:

Compiled by team members themselves, these behaviors are demonstrated by AVH's conscientious and caring workforce.

-
- **Sense of Ownership** – Investing in our workplace and culture, as a reflection of ourselves, promoting a safe environment.
 - **Collaboration** – Working together, encouraging teamwork.
 - **Quality** – High quality patient-centered holistic care, delivered with compassion and empathy.
 - **Integrity** – Always doing the right thing; respecting patients and staff. Honesty and transparency; kindness.
 - **Flexibility** – Accepting change as an opportunity to grow while honoring our past and creating our new legacy.
 - **Communication** – Listen attentively to understand needs and deliver with courtesy, clarity, and compassion.
 - **Service** – Exceeding expectations while meeting the changing needs of our community.
 - **Accountability** – Accepting and taking responsibility for our own actions and feelings and taking initiative to ensure a safe and supportive workplace.

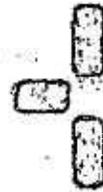
**ANDROSCOGGIN VALLEY HOSPITAL
STATEMENT OF OPERATIONS
JANUARY 2023**

CURRENT MONTH					YEAR TO DATE			
ACTUAL	BUDGET	VARIANCE	% VAR	PRIOR YR		ACTUAL	BUDGET	VARIANCE
GROSS REVENUE						GROSS REVENUE		
\$8,797,279	\$8,835,906	(\$38,627)	-0.4%	\$7,691,835	Hospital	\$33,824,071	\$35,058,816	(\$1,234,54)
\$1,259,828	\$1,447,475	(\$187,647)	-13.0%	\$910,724	Practices	\$5,273,397	\$5,743,202	(\$469,80)
\$10,057,107	\$10,283,381	(\$226,274)	-2.2%	\$8,602,559	Total	\$39,097,468	\$40,801,818	(\$1,704,35)
DEDUCTIONS FROM REVENUE						DEDUCTIONS FROM REVENUE		
\$3,549,991	\$3,697,194	(\$147,203)	-4.0%	\$2,583,814	Contractual allowances	\$15,060,533	\$15,136,058	(\$75,52)
\$272,665	\$237,106	\$35,559	15.0%	\$167,144	Other deductions	\$335,402	\$474,213	(\$138,81)
\$102,391	\$30,575	\$71,816	234.9%	\$41,007	Free care	\$242,185	\$121,315	\$120,87
\$219,106	\$224,219	(\$5,113)	-2.3%	(\$5,483)	Provision for bad debt	\$851,750	\$889,644	(\$37,89)
4,144,153	4,189,094	(\$44,941)	-1.1%	\$2,786,482	Total	\$16,489,870	\$16,621,230	(\$131,36)
41%	41%			32%	% of Gross	42%	41%	
NET PATIENT REVENUE						NET PATIENT REVENUE		
\$5,912,954	\$6,094,287	(\$181,333)	-3.0%	\$5,816,076	Patient services	\$22,607,588	\$24,180,588	(\$1,572,99)
\$521,100	\$531,079	(\$9,979)	-1.9%	\$441,580	NH UCC Funding	\$2,084,399	\$2,107,184	(\$22,78)
\$6,434,054	\$6,625,366	(\$191,312)	-2.9%	\$6,257,656	Total	\$24,691,987	\$26,287,772	(\$1,595,77)
OTHER REVENUE						OTHER REVENUE		
\$221,341	\$146,667	\$74,674	50.9%	\$226,011	Other operating revenue	\$827,653	\$586,667	\$240,98
\$0	\$0	\$0		\$0	Provider COVID grant funding	\$0	\$0	\$0
\$221,341	\$146,667	\$74,674	50.9%	\$226,011	Total	\$827,652	\$586,667	\$240,98
\$6,655,395	\$6,772,033	(\$116,638)	-1.7%	\$6,483,667	TOTAL OPERATING REVENUE	\$25,519,649	\$26,874,439	(\$1,354,78)
EXPENSES						EXPENSES		
\$1,610,747	\$1,618,301	(\$7,554)	-0.5%	\$1,600,082	Salaries & wages	\$6,433,486	\$6,421,379	\$12,10
\$730,683	\$772,580	(\$41,877)	-5.4%	\$632,512	Provider salaries	\$2,779,890	\$3,065,507	(\$285,61)
\$642,978	\$671,446	(\$28,468)	-4.2%	\$722,935	Employee benefits	\$2,168,211	\$2,664,117	(\$497,90)
\$580,779	\$464,234	\$116,545	25.1%	\$560,784	Contracted wage & fees	\$2,865,571	\$1,841,952	\$823,61
\$367,040	\$345,830	\$21,210	6.1%	\$397,394	Purchased services	\$1,405,293	\$1,383,087	\$22,20
\$570,619	\$651,792	(\$81,173)	-12.5%	\$651,245	Supplies	\$2,414,864	\$2,587,688	(\$172,82)
\$1,301,868	\$1,329,104	(\$27,236)	-2.0%	\$678,429	Other expense	\$5,039,169	\$5,281,542	(\$242,37)
\$91,969	\$89,445	\$2,524	2.8%	\$83,307	Utilities	\$336,148	\$357,784	(\$21,63)
\$109,205	\$100,492	\$8,713	8.7%	\$91,356	Insurance	\$436,819	\$401,967	\$34,85
\$280,841	\$325,556	(\$44,715)	-13.7%	\$264,732	Depreciation & amortization	\$1,108,332	\$1,302,219	(\$193,88)
\$6,596	\$6,321	\$275	4.4%	\$8,172	Interest	\$27,491	\$25,282	\$2,20
\$341,863	\$263,312	\$78,551	29.8%	\$281,341	Medicaid Enhancement Tax	\$1,051,963	\$1,053,250	(\$1,28)
\$6,635,188	\$6,638,393	(\$3,205)	0.0%	\$5,972,289	Total	\$25,865,237	\$26,385,774	(\$520,53)
\$20,207	\$133,840	(\$113,433)	-84.9%	\$511,378	OPERATING MARGIN	(\$345,588)	\$488,665	(\$834,25)
NON-OPERATING GAINS (LOSSES)						NON-OPERATING GAINS (LOSSES)		
\$1,051,538	-	\$1,051,538		(\$514,631)	Unrealized gains (losses)	\$2,634,641	-	\$2,634,64
\$17,272	\$27,458	(\$10,186)	37.1%	(\$62,165)	Other non operating items	(\$721,397)	\$109,833	(\$831,23)
\$1,068,810	\$27,458	\$1,041,352	3792.5%	(\$576,796)	Total	\$1,913,244	\$109,833	\$1,803,41
\$1,089,017	\$161,098	\$927,919	576.0%	(\$85,418)	TOTAL MARGIN	\$1,567,656	\$598,498	\$969,15

Balance Sheet
JANUARY 2023

ASSETS					
2023 Actual JANUARY 2023	2022 Actual December 2022	Inc/(Dec) Over Prior Year	Change	2022 Actual January 2022	
CURRENT ASSETS					
Cash & Cash Equivalents	4,948,308	6,552,970	(21,457,854)	-81.3%	26,406
Patients Accounts Receivable, net	7,850,357	7,073,941	839,610	12.0%	7,010
Other Accounts Receivable	954,755	832,393	(805,569)	-45.8%	1,760
Other Accounts Receivable - NH UCC Funding	3,647,700	3,126,600	1,439,800	65.2%	2,207
Supplies	994,848	992,362	24,938	2.6%	969
Prepaid Expenses & other Current Assets	1,363,104	1,496,824	188,734	16.1%	1,174
Total Current Assets	\$19,759,072	\$20,075,090	(\$19,770,341)	-50.0%	\$39,529
Assets limited as to use	24,884,607	23,757,164	(1,538,677)	-5.8%	26,423
Property and equipment, net	22,861,856	22,724,879	3,180,577	16.2%	19,681
Other Assets					
Advances to Affiliates	518,580	518,580	-	0.0%	518
Deferred compensation	7,374,982	7,374,982	(1,261,267)	-14.6%	8,636
Other Assets	16,184	16,184	(1,790)		17
Total Other Assets	7,909,746	7,909,746	(1,263,057)	-13.8%	9,172
Total Assets	\$75,415,281	\$74,466,879	(\$19,391,498)	-20.5%	\$94,806

LIABILITIES AND NET ASSETS					
2023 Actual JANUARY 2023	2022 Actual December 2022	Inc/(Dec) Over Prior Year	Change	2022 Actual January 2022	
CURRENT LIABILITIES					
Current Portion of Long-Term Debt	936,210	936,209	77,305	9.0%	858
Paycheck Protection Program	-	-	-		
Accounts Payable & Accrued Expenses	1,527,692	1,943,550	(843,169)	-35.6%	2,370
Accrued Expenses - MET	1,762,063	1,420,200	571,698	48.0%	1,190
Accrued Salaries & Related Amounts	3,257,168	2,873,500	(4,487)	-0.1%	3,261
Third-Party Payor Settlements - Current*	802,700	802,700	(623,529)	-43.7%	1,426
Medicare Accelerate Payments	0	0	(7,848,879)	-100.0%	7,848
Total Current Liabilities	8,285,832	7,976,159	(\$8,671,061)	-51.1%	16,956
Estimated third-party payor settlements	19,339,259	19,707,270	4,236,549	28.1%	15,102
Medicare Accelerate Payments	0	0	(9,222,169)	-100.0%	9,222
Long-Term Debt, Excluding Current Portion	3,134,338	3,216,615	(1,056,593)	-25.2%	4,190
Paycheck Protection Program	0	0	-		
Deferred Compensation	7,374,982	7,374,982	(1,261,267)	-14.6%	8,636
Total Liabilities	38,134,411	38,275,026	(15,974,541)	-29.5%	54,108
Restricted Net Assets	35,689,885	35,689,885	(4,430,473)	-11.0%	40,120
Current Year Income	1,567,656	478,639	1,011,146	181.7%	556
Unrestricted Net Assets	23,329	23,329	2,370	0	20
Total Liabilities & Net Assets	75,415,281	74,466,879	(19,391,498)	-20.5%	94,806



OCCUPATIONAL HEALTH SERVICES AGREEMENT

This agreement is made by and between Androscoggin Valley Hospital, located at 59 Page Hill Road, Berlin, NH, 03570, and «Client», with a mailing address of «Address_1», «City», «State» «Zip_Code».

Androscoggin Valley Hospital Occupational Health Services will perform or coordinate the provision of any or all of the services listed below upon the request of «Client», according to appropriate state, federal, and/or other relevant regulations (including OSHA and DOT), guidelines, laws, or generally accepted medical practice.

SERVICE	FEE
Antibody, Hepatitis A (Total and IGM)	\$95
Antibody, Hepatitis B Core Antibody ¹	\$50
Antibody, Hepatitis B Surface Antigen ¹	\$50
Antibody Titre, Hepatitis B Surface Antibody ¹	\$50
Antibody Titre, Hepatitis B Quantitative	\$50
Antibody Titre, Hepatitis C ¹	\$58
Antibody Titre, Measles ¹	\$52
Antibody Titre, Mumps ¹	\$53
Antibody Titre, QFT TB Gold	\$70
Antibody Titre, Rubella ¹	\$58
Antibody Titre, Varicella ¹	\$52
Audiogram	\$50
Blood Pressure or Weight and BMI or Body Measurement or Weight with Height	\$15
Breath Alcohol Testing (BAT)	\$40
Breath Alcohol Confirmation	\$35
Brief Physical Exam, non-DOT ²	\$65
Chest X-Ray (PA and Lateral) (Interpretation fee is billed separately by radiologist) ⁷	\$196
Cholesterol (Total) ¹	\$18
Complete Blood Count ¹	\$50
Comprehensive Metabolic Panel ¹	\$88
Counseling After Exposure to Bloodborne Pathogen	\$65
DOT Physical On-site at Prison	\$200
COVID Collection fee	\$63
COVID Testing ⁶	\$160
DOT/Pre-Employment (includes vision; does not include urine, labs, vaccine, or audiogram)	\$95
EKG with Interpretation	\$174
Ergonomics Consultation at AVH, Individual (per 15 minutes)	\$58

SERVICE	FEE
Vaccine, Tetanus/Diphtheria/Pertussis (dTap) (one dose) ⁵	\$96
Vaccine, Hepatitis A (one dose) ⁵	\$170
Vaccine, Hepatitis AB (per dose, series of three doses) ⁵	\$236
Vaccine, Hepatitis B (per dose, series of two doses) ⁵	\$112
Vaccine, MMR (one dose) ⁵	\$147
Vaccine, Meningococcal ⁵	\$297
Vaccine, Pneumovax ⁵	\$100
Vaccine, Varicella ⁵	\$242
Venipuncture ¹	\$24
Vision Screen	\$15
Zinc ¹	\$46

¹ Venipuncture fee is charged with each phlebotomy whether at AVH or on-site at company. If multiple blood tests are to be performed on a single specimen, only one venipuncture fee is charged.

² Brief physical exam includes vital signs, heart and lung assessment, and range of motion screening.

³ Use of the term "on-site" means travelling to an individual place of business. On-site testing/services shall be provided without mileage charges for sites located within 15 miles of AVH. For sites located further than 15 miles from AVH, AVH shall charge the client \$0.56 cents/mile (portal to portal) in addition to fees for specific services rendered.

⁴ Additional fees (observed, prolonged observation, recollection costs) will be charged directly to your company and not to your MRO service (MRO charged for collection only).

⁵ Fees for all vaccines include the vaccine itself and the administration component/fee when performed on site at AVH. Where more than one dose is required, the fee quoted is per dose.

⁶ COVID-19 testing could be important to help an employer determine if remedial measures (such as quarantines and contact tracing) should be taken for employees who test positive for the virus. Also, COVID-19 testing could help employers identify employees who are displaying no symptoms but who, nonetheless, have the virus (and thus may be at risk to infect other employees). On the other hand, COVID-19 testing only reveals whether an employee or applicant has the virus at the time the test was taken. An applicant or employee who tests negative could acquire the virus at any time after the test was taken. Of course, how you use COVID-19 testing is your decision, but we wanted to make you aware of these aspects of the testing.

⁷ Imaging interpretation fee is billed separately from AVH and pricing is not set as part of this agreement.

AVH Occupational Health Services will be able to perform physical examinations of any kind (pre-employment, DOT, etc.), or practitioner review of medical evaluation and workers compensation forms on a limited basis depending on scheduling/availability. If no availability, client will be directed to appropriate agency (i.e., CCFHS, AVH Emergency Department, AVH Surgical Associates). AVH Occupational Health Services does not provide the following services: drug screens from hair.

«Client» agrees to ensure that each employee/individual receiving occupational health services from AVH cooperates with the AVH registration process. Such patient registration is required to assure AVH compliance with state and federal requirements.

Androscoggin Valley Hospital agrees not to bill employees directly for requested services provided. Androscoggin Valley Hospital agrees to bill «Client» following the provision of services. The fees for such services are noted above and are guaranteed for the duration of this agreement. «Client» agrees to remit such fees to Androscoggin Valley Hospital within thirty (30) days of receipt of invoice.

Androscoggin Valley Hospital shall maintain general and professional liability insurance for bodily injury and property damage to the extent of \$1,000,000. Such insurance shall provide coverage only to Androscoggin Valley Hospital and its employees.



**OCCUPATIONAL HEALTH SERVICES BREAKDOWN OF SERVICES
PROVIDED TO STATE OF NH PRISON**

BILLING CODE	TEST NAME/SERVICE	PRICE
9225201/ 50010276	Audiogram	\$50.00
50200146	DOT/Pre-Employment (Includes vision; does not include urine, labs, vaccine, or audiogram)	\$95.00
50001060	Mantoux (PPD) (administration and subsequent interpretation)	\$25.00
43802934	Occupational Therapy Pre-Employment Screening (covers sit-ups, push-ups and treadmill)	\$91.00
50200337	Review of Respiratory Questionnaire or testing results with Recommendations	\$25.00



**Androscoggin Valley
Hospital**

Board of Directors

Donna Goodrich, Chair, AVH Board of Directors

Jay Poulin, Vice Chair, AVH Board of Directors

Thomas McCue, Treasurer, AVH Board of Directors

Martha Laflamme, Secretary, AVH Board of Directors

David Backler, AVH Board of Directors

Lynn Beede, RN, AVH Board of Directors

Javier Cardenas, MD, AVH Board of Directors

Alta Chase, AVH Board of Directors

Jessica Foster-Hebert, RN, AVH Board of Directors

Julie King, AVH Board of Directors

Tom Mee, NCH CEO, AVH Board of Directors

Michael Peterson, AVH President, AVH Board of Directors

Brianne Teaboldt, MD, AVH Board of Directors

Daniel van Buren, MD, AVH Board of Directors

Sarah Verney Frechette, AVH Board of Directors

Tyler White, AVH Board of Directors



State of New Hampshire

Department of State

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 David M. Scanlan
 Secretary of State
 State of New Hampshire

Officer and/or Director Change

BUSINESS NAME: ANDROSCOGGIN VALLEY HOSPITAL, INC.

BUSINESS TYPE: Domestic Nonprofit Corporation

BUSINESS ID: 61184

STATE OF INCORPORATION: New Hampshire

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Michael Peterson	59 Page Hill Rd, Berlin, NH, 03570, USA	President
Donna Goodrich	59 Page Hill Rd, Berlin, NH, 03570, USA	Chairman of the Board of Directors
Jay Poulin	59 Page Hill Rd, Berlin, NH, 03570, USA	Other Officer
Martha Laflamme	59 Page Hill Rd, Berlin, NH, 03570, USA	Secretary
Matthew Streeter	59 Page Hill Rd, Berlin, NH, 03570, USA	Chief Financial Officer
Thomas McCue	59 Page Hill Rd, Berlin, NH, 03570, USA	Treasurer

UPDATED BUSINESS CONTACT INFORMATION

BUSINESS EMAIL ADDRESS: info@northcountryhealth.org

I, the undersigned, do hereby certify that the above information is true to the best of my knowledge and belief.

Title: Chief Financial Officer

Signature: Matthew Streeter

Name of Signer: Matthew Streeter

Date signed: 12/29/2022

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Executive Summary

A seasoned executive nurse with 30 years of leadership experience. Utilizing a patient's first philosophy and a transformational leadership style, my focus has been on improving the provision of care through team formation. Having a fundamental belief in relationship based care, I have strived to build relationships with the medical staff (understanding a physician's expectation of care and then delivering). These relationships form a foundation necessary to drive performance and metrics.

Education

M.B.A.	Binghamton University Binghamton, NY	2000
B.S.N.	Binghamton University Binghamton, NY	1986
A.S.	Broome Community College Binghamton, NY	1982

Certifications

Peripherally Inserted Central Catheter Certification Unity Hospital, Rochester NY	2017
Board Certification in Emergency Nursing Providence, Rhode Island	2012
Certification in Palliative Care Harvard University, Boston Massachusetts	2010
Peripherally Inserted Central Catheter Certification Albany Medical Center	2001
Oncology Nurse Certification Binghamton, New York	2004

Brian O'Hearn MBA, BSN, CEN

Leadership Experience

Androscoggin Valley Hospital Vice President of Patient Care and CNO	2/16 – Pres
NHS Solutions Interim CNO at Androscoggin Valley Hospital	8/15 – 2/16
The First String Healthcare Nurse Executive/Consultant	1/15 – 5/15
Vice President of Patient Care Services Chief Nursing Officer Samaritan Medical Center Watertown, NY	11/12 – 12/14
Director of Emergency Services Rhode Island Hospital - Lifespan Providence, Rhode Island	5/10 – 10/12
Vice President of Patient Care Services Saints Medical Center Lowell, Massachusetts	1/7 – 04/10
Vice President of Patient Care Services St. James Mercy Health System Catholic Health East	5/5 – 12/07
Vice President of Patient Care Services Administrator for Home Health Services Bon Secours Venice Healthcare Corporation Venice, Florida	9/00 – 04/05
Director of Infusion Services United Health Services, Inc. Vestal, NY	1991 - 2000
Nursing Department Our Lady of Lourdes Hospital Binghamton, NY	1985 - 1987 1989 - 1991
Adjunct Clinical Instructor SUNY Delhi Delhi, NY	1987 - 1988

Brian O'Hearn MBA, BSN, CEN

[REDACTED]
[REDACTED]
Nursing Department
O'Connor Hospital
Delhi, NY

[REDACTED]
[REDACTED]
1987 - 1989

Professional Associations

White Mountain Community College Nursing Advisory Board	2015 - Pres
Jefferson Community College Nursing Advisory Board	2012 - 2014
Middlesex Community College Nursing Advisory Board	2007 - 2010
American Red Cross - Merrimack Valley	2007 - 2009
Alfred State College Nursing Advisory Board	2005 - 2007
Co-Chair: Relay for Life	2005 - 2007
Home and Health Board of Directors	2005 - 2007
Keiser College Nursing Advisory Board	2003 - 2005
Leadership Sarasota, Sarasota County, Florida	2002 - 2005
Oncology Nurses Association	1996 - 2000

PRESENTATIONS

Catholic Home Health Symposium, St. Pete Beach, Fl. 2001, 2002 and 2003

Analyzing the Financial Impact of Throughput and Creating Retro Flow Strategies, IQPC Conference, Atlanta, Ga. April 2004.

Analyzing the Financial Impact of Throughput and Creating Retro Flow Strategies, IQPC Conference, Miami, Fl. October 2004.

Improving ED throughput and patient satisfaction: Poster Presentation, Premier Break through (Quest) Annual Conference, San Antonio TX, November 2014

Michael D. Peterson, FACHE

Email: Michael.Peterson@northcountryhealth.org (work)

Summary of qualifications

An energetic healthcare professional with twenty four years' experience of broad-base background in all aspects of hospital administration, including the past six years as President/CEO of a System Critical Access Hospital in northern New Hampshire, recognized as one of the Top 20 Critical Access Hospitals in the Country by the National Rural Health Association, and one of Modern Healthcare's 150 "Best Places to Work" in 2020, along with ten years' experience as senior executive of an acute care hospital member of the second-largest health system in Maine. Areas of expertise include culture development and staff engagement, System-oriented strategic and business planning, Board and medical staff development and new business growth. Excellent analytical skills and a passion for service and clinical quality improvement.

Specific examples of strengths include:

- Ability to develop a vision, plans to achieve it, and inspire teams to execute strategy with a positive track record of outcomes
- Working with the dynamics of a large healthcare delivery system to leverage opportunities, while maintaining values of the individual member organizations
- Developing and nurturing relationships with members of the local community
- Master Facilities Planning, major construction project administration and capital campaign oversight
- Medical staff recruitment/retention and contracting
- Health delivery system integration
- Toyota Production System LEAN facilitation training and experience
- Board development and onboarding
- Utilizing Studer Group principles of culture/change management and service enhancement
- Excellent interpersonal, verbal and written communications skills

Professional experience

12/2015-
Present

Androscoggin Valley Hospital - A Member of North Country Healthcare
President & CEO

Serves as the President & Chief Executive responsible for all functions and operations of Androscoggin Valley Hospital and Androscoggin Valley Hospital Surgical Associates, reporting directly to the AVH Board of Trustees, as well as the North Country Healthcare System CEO.

Key Accomplishments:

- Led the contemporization effort of the AVH Board of Trustees recruitment, onboarding, and orientation process.
- Refined the organization's Vision statement through a multidisciplinary task force of leadership, Board, medical staff and line staff.
- Empowered a line-staff driven task force to research, define and rollout articulated set of Values for the organization that sets the foundation for all decision making.

- Facilitated the development and execution of the organization's first strategic plan in 10 years, in harmony with and support of the System strategic plan.
- Achieved "Top 20" status nationally among Critical Access Hospitals according to the composite metrics of the National Rural Healthcare Association.
- Annually increased net operating margin to a record-setting +8.7% for fiscal year 2018, to +13% in 2021, in a highly government payor saturated market. Have remained in a positive operating position for each of the past 6 fiscal years running.
- Developed a dyad Leadership model for specialty group practices; worked in collaboration with this dyad to attract and retain top notch providers, cut expenses and grow revenue for a key service line (orthopaedics) resulting in an improvement to contribution margin by 500% in just 3 years.
- Empowered and enabled teams to embark on a Lean/High Reliability journey, resulting in significant expense savings and improvements in staff, patient and provider engagement scores.
- Initiated the AHRQ survey process, and have enabled work that has resulted in significant increases in perception of safety for four years running.
- Built relationships with all constituents that have enable us to weather the changes in the region and the System with one of the highest staff and provider retention rates in the State.
- Named by Modern Healthcare as one of the "Best Places to Work" for 2020, including top 10 status among Critical Access Hospitals nationally.
- Actively participated in System strategic development of a regional Medical Staff Development Plan, and a physician enterprise development plan, as well as multiple System strategic plans.
- Led the team to ensure delivery of high quality, accessible healthcare to our Community throughout the Covid-19 pandemic, while maintaining fiscal solvency, without laying off a single individual for the entire duration.

1992 –
2015

Eastern Maine Healthcare Systems (now Northern Light Health)

Eastern Maine Healthcare Systems (EMHS) is the second largest integrated health delivery network in the Maine with over \$1.5 Billion in annual gross patient revenue. EMHS is made up of 8 hospitals representing over 1000 patient beds plus a full continuum of patient care offerings. I have served in multiple leadership positions throughout EMHS, including: large and small hospitals; corporate headquarters; in revenue production/patient care delivery; strategic planning and support roles. The position titles, general overview and timeframes for each are detailed as follows:

10/2013 –
12/2015

Sebasticook Valley Health – (an EMHS Member)

Pittsfield, ME

Chief Operating Officer

- Directed and led specific clinical and support service lines and general operations of Sebasticook Valley Health. In addition to all other duties/responsibilities in the CAO role (below), works in collaboration with the Chief Medical Officer in an administrative dyad leadership model to oversee the recruitment, contracting and management of: the Emergency Department providers; Hospitalists; and Specialty Services providers (both employed and contracted). Represents SVH on appropriate community, System-wide and State initiatives and task forces as directed by the CEO. If/when the CEO is absent from the facility for any length of time, acted on behalf of the CEO for the duration of that absence.
- Served as one of three Operations Board members for Affiliated Health Systems (AHS), the for-profit arm of Eastern Maine Health Systems including several joint ventures and partnerships with external public companies.

Key Accomplishments:

- Led or actively participated in 10 (at current) System-wide Steering Committees/Teams facilitating initiatives to integrate service lines, improving quality, enhance standardization of best practices, and reducing cost.
 - Co-led a System-wide initiative to standardize the "patient experience", from branding, facilities, and customer service perspectives.
 - Successful recruitment and retention of 12 difficult-to-fill provider positions in 2014. Collaborated with sister hospitals to jointly attract 6 specialists to the region, introducing new region-wide service lines to the community.
 - Completed major construction projects (new inpatient wing and central utilities plant) on time and under budget, resulting in 50% increase in average daily census and accompanying revenue stream increase that outpaced projections, along with significant improvement in HCAHPS scores.
-

7/2010 –
10/2013

Sebastiack Valley Health
Pittsfield, ME

Chief Administrative Officer

- Primary responsibility and management of operations, growth & development of clinical and support lines within the Ancillary and Support Services Division, which includes: information systems and clinical informatics; all diagnostic imaging services; laboratory and lab outreach; physical and occupational therapy, cardiac, pulmonary and speech rehab therapy; women's health services; respiratory; nuclear medicine; sleep services; philanthropy; plant operations/engineering; central scheduling; security; housekeeping, nutritional/dietary services and laundry. Serve on hospital Senior Executive Team, as well as multiple System-wide steering committees. Report directly to the CEO.

Key Accomplishments:

- Co-Led the EMHS LEAN cultural transformation.
 - Major contributor to SVH's national award by the Leapfrog Group as the top hospital in Maine, and one of only several rural hospitals in the Country to be recognized for Quality achievements. Only hospital in Maine to achieve this recognition five years in a row.
 - Led the SVH multidisciplinary team to implement Computerized Patient Order Entry (CPOE) and Bedside Medication Verification System (barcoded medications); achieving Stage 1 Federal "Meaningful Use" threshold requirements and funding, and HIMSS Level 6 designation.
 - Completed comprehensive Master Facilities Plan project and development of corresponding capital campaign strategy, serving on the Campaign Executive Committee. Resulting fundraising was most successful in organization's history.
 - Facilitated the organization's annual strategic planning for the past 6 years.
-

11/2008 –
07/2010

Sebastiack Valley Hospital
Pittsfield, ME

Vice President – Ancillary & Support Services

- Primary responsibility and management of operations, growth & development of Ancillary and Support Services Division, which includes: all diagnostic imaging services; laboratory and lab outreach; physical and occupational therapy, cardiac, pulmonary and speech rehab therapy; women's health services; respiratory; nuclear medicine; sleep services; dental clinic; plant operations/engineering; security; housekeeping, nutritional/dietary services and laundry. Serve on hospital Senior Executive Team, as well as multiple System-wide steering committees. Report directly to the CEO.

Key Accomplishments:

- Negotiated 3 specialty group contracts to secure outpatient clinical services for years to come.

- Facilitated the re-structuring of Nuclear Medicine department that increased revenue while cutting expenses by \$2million over 5 years.
 - Led the team of Directors to grow net patient revenue by nearly \$5million in just 3 years.
 - Negotiated two contracts with cardiology services to increase capacity and utilization of cardiology clinic by over 500%.
 - Facilitated negotiation, purchase and installation of digital mammography and bone densitometry services, and marketing campaign; resulting in increased volume of 44%.
 - Successful recruitment/retention of new specialty surgeon in a difficult to fill role.
-

04/2006 – 11/2008 **Sebasticook Valley Hospital**
Pittsfield, ME

Vice President – Clinical Services

- Responsible for operations and service line growth of Clinical Services Division, which includes: diagnostic services; specialty service provider clinics (including OB/GYN, ENT, cardiology, GI, EKG, EMG, neurology, ophthalmology, orthopedics, podiatry, pulmonary medicine), general surgery services; urology; inpatient and outpatient laboratory; outpatient and inpatient rehab services; audiology; women's health; radiology/imaging; respiratory; nuclear medicine; and sleep services. Serve on hospital Senior Executive Team; reporting directly to the CEO.

Key Accomplishments:

- Facilitated the successful start-up of 2 specialty surgical groups.
 - Opened outreach PT/OT Rehab Center in new service area, ahead of schedule and under budget. Grew revenue by over 40%.
 - Restructured MRI service arrangement with 3rd party vendor to increase access by 150%, increased revenue by over \$1Million in first year, and increased utilization by 25%.
 - Implemented a lab outreach program that increased access and increased revenue by \$500K in first year.
 - Successfully launched new neurology service line.
 - Oversaw the implementation/conversion of all outpatient Clinical IS systems to Cerner Millennium.
-

11/2003 – 04/2006 **Eastern Maine Healthcare Systems**
Brewer, ME

Corporate Director – Information Systems

- Administered day-to-day operations of the IT Planning & Project Management Department budget and staff, reporting directly to the System Chief Information Officer. *(From 2003 to 2005, had this responsibility along with the eBusiness Director role below)*
- Administered and was accountable for multiple individual hospital IT departments' planning, budget, staff and operations through Regional IT Directors.

Key accomplishments:

- Chaired task force that developed long term information technology master plan to support overall organization Strategic Plan.
 - Developed Information Systems Project Management Office and all initial policies and procedures.
 - Served as Project Manager for the organization-wide team which converted 7 EMHS hospitals' business and clinical information systems to a single standardized platform from inception through execution.
-

02/2001 – Eastern Maine Healthcare Systems
12/2005 Brewer, ME

Director - eBusiness

- Developed and administered the plans, budget and day-to-day operations of the eBusiness Department and staff, reporting to the system Vice President of Marketing and Development. Managed all outsourced consulting engagements and Application Service Provider contracts. Provided process evaluation and re-engineering consultation services as requested to affiliate member organizations. Responsible for all Internet, Intranet and Extranet development for the organization.

Key accomplishments:

- Led the development and execution of initial organization-wide (EMHS Affiliates/Subsidiaries) eHealth Strategy.
- Developed the first eBusiness Department plan, policies and procedures in the System.
- Led the team to implement the first multi-organization Personal Health Record/Secure Messaging system in the United States.
- Developed internal mentorship program. Identified leadership talent within department, and mentored staff for management positions either within eBusiness, or in other departments within the organization.

02/2000 – Eastern Maine Medical Center – (EMHS Flagship Hospital)
02/2001 Bangor, ME

Director - Surgical and Imaging Systems

- Supervised department heads of Surgical and Imaging patient clinical division (includes six clinical departments), and performed all administrative duties relative to the operations of those departments. Oversaw operations of contracted physician staff in Neurophysiology Department.

Key accomplishments:

- Designed and implemented project administration for clinical software task management and work re-engineering process in the surgical services areas.
- Led the team to achieve national certification in neurophysiology and polysomnography services.

07/1998 – Eastern Maine Healthcare Systems
02/2000 Bangor, ME

Project Manager - Y2K Compliance

- Managed Central Y2K Project Office and coordinated activities for 12 Eastern Maine Healthcare business units. Reporting to the System CIO, was responsible for full time and temporary project staff of over 400 at project peak.

Key accomplishments:

- Successfully managed all consulting engagements related to Y2K Project.
 - Coordinated centralized information gathering, distribution and retention efforts of over 4500 external business partners; developed first compiled vendor database in System history.
 - Organized and facilitated Community multi-disciplinary emergency services Y2K task force.
 - Successfully completed \$8Million project on time and under budget.
-

**05/1996 –
07/1998** **The Acadia Hospital – (an EMHS Member)**
Bangor, ME

Project Manager - Administrative Services

- Managed operations of Information Services at Acadia. Developed and managed annual Information Systems budget, quality improvement plan, and strategic plan. Reported jointly to the System CIO and Acadia VP of Administration.

Key accomplishments:

- Developed first Information Systems department in the hospital, including all policies and procedures, staffing and support models, & service level agreements to end-user community.
- Successfully managed multiple information technology projects; most notably the roll-out of Electronic Medical Record system & centralized outpatient scheduling.

Education

2008-2009 **State of Maine Development Foundation** Augusta, ME

Leadership Maine - statewide multi-industry leadership awareness program. Graduate of the Pi class.

**2003 -
2004** **The Healthcare Advisory Board** Washington, DC

Healthcare Leadership Academy

- Joint venture between Eastern Maine Healthcare Systems and the Healthcare Advisory Board
- Inaugural class-selected commencement student speaker

**1992 -
1998** **Husson College** Bangor, ME

Masters of Science in Business

- Focus in Healthcare Administration - Graduated with Distinction

**1988 –
1992** **University of Maine** Orono, ME

Bachelor of Science in Public Administration

- Graduated with Honors
 - Received School of Public Administration Award – 1991
-

Certification / Awards

- American Hospital Association “Grassroots Champion” award recipient for New Hampshire, - 2022
 - NH Business Review recognition as one of the “Top 200 Most Influential Business Leaders” in 2020 and 2022.
 - NH Business Review’s recipient of “Excellence in Leadership Award” for 2018 in the category of Healthcare – Large Organizations
 - Board Certified Fellow in the American College of Healthcare Executive (FACHE) since 2007
 - 2005 College of Healthcare Information Management Executives’ John Glaser Scholarship Award winner
 - 2005 Nominee for CIO Magazine’s “Ones to Watch” award
-

Committees and Professional Organizations

- 2020 – present: Board of Directors – New Hampshire Hospital Association
 - 2018 – present: Board Chair – Great Northwoods Community Foundation
 - 2017 – present: New Hampshire Hospital Association Rural Health Coalition (Chair in 2018)
 - 2016 – present: White Mountains Rotary Club (Rotarian since 2017, Club President in 2019)
 - 2016 – 2017: Board Chair – North Woods Health Care Collaborative
 - 2016 – present: Board of Directors – North Country Healthcare Consortium
 - 2014 - present: Board of Directors – Northern New England Association of Healthcare Executives (Chair-elect in 2022)
 - 2013 - 2017: Member – AHA Society for Healthcare Strategy & Market Development
 - 2008 - 2010: Board of Directors – Make-a-Wish Foundation of Maine
 - 2008 - 2010: Member – Penquis Healthy Maine Partnership Leadership Council
 - 2006 - 2008: Board of Directors – Sebasticook Valley Healthy Communities Coalition
 - 2004 - 2006: Chair – EMMC FCU Board Finance Committee
 - 2003 - 2006: Board of Directors/Treasurer– EMMC Federal Credit Union
 - 2002: Chair – Cerner/IQHealth National Client Special Interest Group
-

References

Available upon request

Keith M. Shute, MD



Office

Androscoggin Valley Hospital
59 Page Hill Road
Berlin, NH 03570-3542
Work: (603) 326-5621
Fax: (603) 752-1836
E-mail: keith.shute@northcountryhealth.org

Education

Master of Medical Management, H. John Heinz III School of Public Policy and Management, Carnegie Mellon University, Pittsburgh, PA, 6/2002 - 5/2003

MD, University of Vermont College of Medicine, Burlington, VT, 8/1985 - 5/1989.

Master of Technical and Scientific Communication, Miami University, Miami, OH, 8/1983 - 12/1984.

BA in chemistry and psychology, *magna cum laude*, Ohio Wesleyan University, Delaware, OH, 9/1979 - 5/1983.

Postdoctoral Education

Faculty Development Fellowship, Department of Family & Community Medicine, Lancaster General Hospital, Lancaster, PA, 7/1992 - 12/1993.

Family Practice Residency, Lancaster General Hospital, Lancaster, PA, 7/1989 - 6/1992.

Certification

Diplomate, American Board of Family Medicine, 1992-1999; re-certified 1998-2005, 2004-2014; 2014-2024.

Fellow, American Board of Family Medicine, 8/2003.

Certificate in Medical Management, American College of Physician Executives and Carnegie Mellon University, 2/24/2002.

BLS (expires 6/2024)

ACLS (expires 6/2024)

NRP (expires 10/2024)

PALS (expires 10/2022)

Licensure

New Hampshire (#9083), 11/3/1993 - present (expires 6/30/2023).

Pennsylvania (#MD-044412-L), 8/6/1991 - present (expires 12/31/2022).

DEA, 1992 - present (expires 2/29/2024)

Hospital Affiliation

Active Medical Staff, Androscoggin Valley Hospital, Berlin, NH, 2/1994 - present.

Active Medical Staff, Lancaster General Hospital, Lancaster, PA, 7/1992 - 12/1993.

Medical Management and Leadership Experience

Senior Vice President and Chief Medical Officer

Androscoggin Valley Hospital (AVH), Berlin, NH, 11/2013 - present.

- Serve as the leader for clinical care, quality, and patient safety for this 25-bed Critical Access Hospital (CAH) with annual revenue of approximately \$103 million and 310 employees. Ensure the delivery of high quality, comprehensive, accessible, and cost-effective health care to patients.
- Serve as second-in-command to President/Chief Executive Officer.
- Promote effective communication among the Medical Staff and workforce members, ensuring accountability and alignment.

- Facilitate physician engagement in the design, development, and management of care processes along the continuum of care in order to coordinate all of the patients' healthcare needs for better outcomes in quality and cost of care, all with alignment around the patient experience.
- Together with CEO's of Coos County hospitals, lead design of the health system of the future for the county to include clinical integration, population health, and community care organization (CCO) development. Facilitate use of best practices, evidenced-based guidelines, and patient-centered interventions across the care continuum.
- Ensure a high level of patient satisfaction with care and communication provided by employed practitioners.
- Champion effective use of medical informatics (e.g., EMR, CPOE).
- Foster relationships and partnerships with other healthcare organization, hospitals, and other entities (e.g., federal and state correctional facilities, nursing homes, local Federally Qualified Health Center, home health agencies, hospice) to meet the changing healthcare needs of organization and community.
- Responsible for the quality and patient safety program, including an effective peer review program, in conjunction with CNO/VP of Patient Care Services.
- Collaborate with the Director, Medical Staff Office, to ensure the integrity and quality of the Medical Staff credentialing processes.
- Together with a Specialty Practice Director, oversee AVH Surgical Associates, a 19-practitioner specialty physician practice with annual revenue of approximately \$11 million
- Oversee 5 emergency medicine (EM) physicians (8,500 visits/year).
- Oversee hospitalist program (4 physicians + per diems).
- Oversee anesthesia program (5 CRNA's and a part-time anesthesiologist/Medical Director).
- Oversee outreach (specialty) clinics with visiting physicians from other organizations.
- Oversee the Occupational Health Program.
- Oversee 5 department Medical Directors, 1 Chief CRNA, and two surgeons with quality/leadership incentives in their employment agreements.
- Served as senior manager for the Laboratory department (5/2014 to 8/2017), which had 18 staff and annual gross patient care revenues of \$11 million.
- Served as senior manager for the Cardiopulmonary and Imaging departments (5/2014 to 1/2015, 6/2015 to 9/2015). These two departments included approximately 20 staff and annual gross patient care revenues of \$19 million.
- Select, schedule, and coordinate locum tenens physicians and CRNA's for Hospital and specialty physician practice.
- Conduct hospital-wide practitioner recruitment program. Successfully recruited one or more of the following practitioner types over multiple years: audiologists; certified registered nurse anesthetists (CRNA's) for operating suite or pain management; emergency medicine physicians; general surgeons; hospitalists; neurologists; OB/GYN's; orthopedic surgeons; urologists; nurse practitioners in pain management; and physician assistants in ENT/allergy, neurology, and orthopedics/sports medicine.
- Serve as Medical Director for this CAH.

Regional Assistant Dean

University of New England College of Osteopathic Medicine, Biddeford, ME, August, 2016 - present

- Oversee 1 or 2 third-year medical students assigned for entire year of core clerkships at AVH as a clinical affiliate site/campus for supervised practical experience and training and at our community partners (e.g., CCFHS), including for family medicine, internal medicine, pediatrics, OB/GYN, and surgery. Community health and elective rotations are occasionally performed locally. Psychiatry rotation is always conducted at another site due to low volumes locally.
- Meet with students at conclusion of most rotations to determine how well course objectives were met and to identify opportunities to improve educational experience, communication, and quality of preceptors.
- Recruit, orient, and oversee physician preceptors. Ensure preceptors provide timely and useful feedback to students and complete evaluations at end of each rotation.
- Participate, when schedule permits, in monthly collaborative conference calls hosted by the Associate Dean for Clinical Education and other leaders for all UNECOM clinical campus sites.
- Negotiate and solve problems involving students, preceptors, and UNE faculty and staff related to academic performance, professional conduct and attendance, schedules, and other issues. As indicated, implement agreed upon plan for student remediation in consultation with Associate Dean for Clinical Education.
- Facilitate annual clinical campus comprehensive site visit and review with Associate Dean for Clinical Education.
- Twice annually participate in on-campus faculty development and programmatic meetings.
- Together with executive assistant, developed in first year and periodically revise handbook for UNE students at AVH.

Senior Vice President of Medical Affairs and Clinical Services

Androscoggin Valley Hospital (AVH), Berlin, NH, 1/2003 - 11/2013.

- Oversaw all non-nursing clinical departments, including Cardiopulmonary, Laboratory, Nutrition, Imaging Services, and Rehabilitation Services for this 25-bed rural community hospital with annual revenue of approximately \$95 million and 353 employees. These five departments included approximately 70 staff and annual gross patient care revenues of \$80 million.
- Oversaw the following clinical support and administrative departments: Occupational Health Program and Care Management (through 2/2013). These two departments included approximately 6 staff.
- Was responsible for 7 department directors.
- Served as next-in-command to the CEO for the organization.
- Oversaw 5 emergency medicine (EM) physicians (8,000 visits/year) and outreach (specialty) clinics.
- Oversaw AVH Surgical Associates, a hospital-owned specialty physician practice developed in 7/04. Practice included 19 practitioners: 3 orthopedic surgeons, 1 orthopedic physician assistant, an ENT surgeon/allergist, an ENT nurse practitioner, an audiologist, 3 OB/GYN physicians, 3 general surgeons, 2 part-time urologists, 1 neurologist, a neurology physician assistant, 1 diabetes nurse practitioner/CDE, 1 sleep medicine specialist, 1 pulmonologist; 3 hospitalists (+ per diem's), 1 anesthesiologist, and 1 CRNA. Responsibilities included operations, planning, marketing, financial management, and regulatory compliance, as well as collaboration with and supervision of specialty practice manager. Specialty practice included a manager and support staff of 35; annual gross patient care revenues of \$11 million.
- Conducted hospital-wide practitioner recruitment program (successfully recruited a radiologist 2/2004; an ENT surgeon 1/2005 and ENT/allergy nurse practitioner 7/2009; audiologist 3/2005; orthopedic surgeon 7/2005 and 5/2012; emergency medicine physician 9/2005, 5/2008, 6/2009, 9/2013; OB/GYN 10/2005, 1/2006, and 7/2009; general surgeon 2/2007 and 9/2007; hospitalist 3/2009, 8/2009, and 9/2009; neurologist 5/2009; neurology physician assistant 11/2009; sleep medicine physician 11/2010; pulmonologist 7/2012; diabetes nurse practitioner/CDE 9/2012).
- Led many hospital-wide quality initiatives.
- Served as key liaison with various other health care agencies, hospitals, payers, etc.
- Served as Medical Director for this Critical Access Hospital (as of 1/1/2005).
- Developed hospitalist program (1/2009).
- Oversaw Quality Management and Corporate Compliance (until 7/2005) and Employee Health Program (until 8/2005).
- Oversaw Mountain Health Services (MHS), a multi-specialty primary care practice, 1/2003 - 3/2004. Responsible for the overall operation of MHS, including supervision of two mid-level managers; 55 support staff in reception, medical records, nursing, and office laboratory; and 21 practitioners. Annual gross revenue of approximately \$4 million.

Associate Medical Director

Coos County Family Health Services (CCFHS), Berlin, NH, 3/2004 - 4/2009.

- Served as part-time Medical Director for the Page Hill primary care office with its 6 physicians and 2 midlevel practitioners. CCFHS is a Federally Qualified Health Center (FQHC); during period of service, had 3 offices in Berlin/Gorham area and as many as 29 practitioners (12 family practitioners, 4 internists, 2 pediatricians, 1 OB/GYN, 1 podiatrist, and 9 midlevel practitioners). MHS merged into CCFHS 3/28/2004 for community benefit and operational efficiency.
- Oversaw all medical care and clinical services at this site, ensured high quality care and compliance with practice standards and various regulations, resolved patient/staff complaints, and facilitated teamwork and problem resolution with other departments.
- Supervised all practitioners at this site, developed corrective action plans as needed for clinical and behavioral issues, and collaborated with CCFHS Medical Director as needed. Assisted with recruitment and retention of practitioner staff.
- Actively participated as member of CCFHS's practice management team, along with COO, CEO, and other senior managers.
- Promoted optimal use of electronic health record (GE Medical System's *Centricity*, formerly *Logician*) as a super user/teacher in effort to make it easier to deliver the right care at the right time to each patient while adhering to recognized "best practice" standards and ensuring patient safety.

Vice President of Medical Affairs

- Oversaw Mountain Health Services (MHS), a multi-specialty primary care practice; ER physicians (8,500 visits/year); outreach (specialty) clinics; utilization review program; occupational health program; and employee health program for this 64-bed rural community hospital with annual revenue of approximately \$28 - \$34 million.
- Managed and ensured recruitment, retention, clinical quality, patient satisfaction, diversity of clinical services, credentialing, compliance, and performance improvement for MHS, a hospital-owned physicians' practice, designated as a provider-based Rural Health Clinic (RHC), with offices in Gorham and Berlin. Practitioner staff included 7 family physicians, 4 general internists, 2 pediatricians, 1 ER-only physician, 1 podiatrist, 3 family nurse practitioners, and 3 physician assistants. Annual revenue of approximately \$4 million.
- Was responsible for the overall operation MHS, including supervision of two mid-level managers; 45 support staff in reception, medical records, nursing, and office laboratory; and 21 practitioners. Reported to the hospital CEO.
- Prepared practitioner contracts, maintained compensation policy, and conducted performance reviews.
- Served as key liaison among various payers, hospital utilization review (UR) staff, and hospital fiscal staff to ensure favorable contracts for reimbursement and achievable targets for medical management.
- Maximized practitioner productivity through ongoing analysis and refining of schedules, systems, practitioner skill sets, use of support staff, etc.
- Promoted flexible scheduling of practitioners to meet patient demand, organizational needs, and personal desires of practitioners.
- Ensured practice exceeded provider-based Rural Health Clinic (RHC) productivity screens to maximize reimbursement from Medicare and Medicaid.
- Conducted frequent coding/compliance audits, and educated practitioners and staff accordingly.
- Effectively aligned physicians, other practitioners, and hospital through team building, consensus, sensitivity to political and fiscal realities, negotiation, and education.
- Deployed laptop computers to all practitioners' desks to improve access and timeliness of medical information, including use of AVH's clinical information system, major tertiary care hospital's clinical information system, AVH internal e-mail, and internet access (2001).
- Through physician education, system development, and medical management, lowered bed days per 1,000 for one managed care company (2,500 local members) at AVH by 49% (from 207 to 105 bed days) with substantial financial benefit to AVH (2000-2001).
- Recruited 2 internists and facilitated their training in echo and stress echo interpretation (2000-2001).
- Developed and championed program to use skilled nursing facility (SNF) beds at AVH, increasing SNF days by 93% in a two-year period (1999-2001), increasing net revenue by \$750,000 annually, and decreasing acute length of stay (LOS) by 19%.
- Recruited 6 practitioners to replace departing staff and to expand staff (1999).
- Markedly expanded coverage by visiting specialists for AVH clinics in cardiology, rheumatology, and neurology (1998-2000).

President

Mountain Health Services (MHS), Berlin/Gorham, NH, 6/1998 - 3/2000.

- Was responsible for the operation, planning, marketing, and finances of this multi-specialty primary care practice (described above), including approximately 17 practitioners and 38 support staff. Reported to the chairman of the board of directors.
- Coordinated four-person management team.
- Ensured practice met or exceeded various managed care quality standards, earning corresponding bonuses.
- Developed and adhered to budget; maintained A/R at 45-50 days; facilitated annual increase in office visits and gross revenue.
- Persuaded 2 major managed care companies to make several beneficial changes in policy and contracts, with financial benefit to MHS.
- Led efforts to convert this independent Rural Health Clinic (RHC) into a provider based RHC as of 1/1/2000 for enhanced reimbursement (over \$250,000 annually) and operational efficiencies. (NorthCare was parent corporation for MHS, Androscoggin Valley Hospital, AVH Foundation, and NorthCare Health Services. As of 1/1/2000, MHS became a division of Androscoggin Valley Hospital.)
- Successfully developed and staffed an Orthopedic Clinic with locum tenens physicians (6/1999-8/2000) when hospital's only orthopedic surgeon relocated with short notice; orthopedic surgical procedures actually increased during this time compared to historical trends.
- Designed and received board approval for a practitioner recruitment and retention plan, which was then successfully implemented (1999).

- Through physician education, system development, and medical management, lowered bed days per 1,000 for one managed care company (3,300 local members) by 32% (from 225 to 152 bed days) and decreased average length of stay (LOS) by 30% with substantial financial benefit to hospital (1998-1999).
- Led efforts to enable practice to achieve *Healthy People 2000 Award* from the State of NH Immunization Program (over 90% immunization rate for children under age 2 years) in 1998 and 1999.
- Developed a hospitalist program for MHS practice; recruited and hired hospitalist (1998).

Medical Director

Mountain Health Services (MHS), Berlin/Gorham, NH, 10/1994 - 6/1998.

- Managed various clinical and performance improvement activities for this multi-specialty primary care practice (described on page 4).
- Analyzed practice patterns, coding patterns, and financial data and recommended improvements.
- Instructed practitioners about proper coding, managed care medicine, finances, and other changes in health care.
- Assisted with recruitment and retention of physicians and other practitioners.
- Reported to and worked closely with President of MHS and Board of Directors.
- Developed on-call schedules and systems for all PCPs in community. Developed a "community call" rotation for three local PCP practices (later expanding to four practices) in 1/1998, with substantial improvement in physician quality of life and job satisfaction, enhanced collegiality among medical groups, and improved retention.
- Designed and successfully implemented algorithms for rapid treatment of minor illnesses (e.g., Strep pharyngitis, conjunctivitis) without a practitioner visit during period when practice had substantial capitated population (1998).
- Developed practice's internet web site (1998).

Member

Chief Medical Officer Networking Group, Foundation for Health Communities, Concord, NH, 2/2007 - present.

- Serve as 1 of about 15 Chief Medical Officers and/or Vice Presidents of Medical Affairs from many of NH's 26 hospitals for networking, leadership, and management/clinical collaboration opportunities. Group meets quarterly (in person or virtually) with periodic e-mail discussions in between meetings.

Member

Board of Trustees, Foundation for Health Communities, 4/2011 - 10/2018.

- Served a 3-year term on this 30-member, multi-stakeholder, non-profit board to advance health care in NH. Stakeholders include hospitals, insurers, NH Hospital Association, other healthcare organizations, and lay representatives. Topics recently discussed range from healthcare reform to community-based wellness promotion to collaborative strategies to improve quality and safety of healthcare.
- Participated in quarterly board meetings with occasional extra meetings or conference calls.

Member

Board of Trustees, NH Hospital Association, 9/2014 - 10/2020.

- Served two 3-year terms on this 16-member, non-profit board as a trustee to represent hospitals and other healthcare organizations and to help them pursue common goals and meet common needs. Worked to preserve regulatory and business climates that support both the clinical and economic performance of healthcare organizations, expand access to coverage and care, enhance the future viability of essential community providers, and improve public confidence in hospitals and healthcare statewide.
- Most members are hospital CEO's; the 3 other physician members no longer maintain a clinical practice. One of two representatives from northern NH.
- Advocated for NH hospitals, public policy, and advance health care and health care delivery systems in NH. Topics recently discussed range from healthcare reform to collaborations/affiliations, population health and cost control, MET/DSH agreement, re-authorization of the NH Health Protection Plan, reforming workers' compensation and improving access to mental health services.
- Participated in quarterly board meetings with occasional extra meetings or conference calls, as well as annual three-day meeting/conference.

Member

Clinical Quality Improvement Committee (CQIC), Anthem/Blue Cross of NH, 10/2003 - 4/2014.

- Served as one of 15 physicians from NH on this committee, which provided advice concerning the design, implementation, and oversight of Anthem's clinically oriented quality activities. Only physician representative from northern tier of state (north of Laconia).

- Committee reviewed individual Quality Program Description Activities, as well as Medical Technology and Medical Management Policies; reviewed reports from the Credentials Committee, Quality Complaints, Anthem Pharmacy Management, Behavior Health representatives, Government Affairs, and other representatives. Facilitated compliance with recommendations/criteria of the National Committee for Quality Assurance (NCQA). Recommended actions and policy revisions to Anthem's Quality Council and senior management team.
- Participated in meetings every 2-4 months and occasional e-mail discussions. Compensated for such participation.

Member

Anthem Northeast Physician Guideline Subcommittee, 3/2005 - 4/2014.

- Served as one of 3 physicians from NH on this subcommittee, along with physician representatives from Maine and Connecticut. Provided practicing physician input and discussion about the Plan's guidelines for preventive care and selected medical conditions (e.g., diabetes, ADHD, depression, CHF).
- Participated in teleconference meetings twice annually with occasional e-mail discussions. Compensated for such participation.

Member

Preventing Harm in New Hampshire Hospitals Task Force, NH Hospital Association & Foundation for Healthy Communities, Concord, NH, 8/2010 - 1/2012.

- Served as 1 of 3 physicians (and only one from a rural or Critical Access Hospital) on this task force, seeking to identify best clinical areas of focus to eliminate harm in NH hospitals by 2015. Task force reviewed literature and recommended multiple strategies to eliminate harm for selected measures (e.g., urinary catheter-associated infections, adverse effects of anticoagulant therapy) based on measurable, effective, evidence-based interventions that may be appropriate in various settings/hospital cultures.

Member

Quality and Medical Management Committee, NH Medicaid and Schaller Anderson Medical Administrators, 3/2008 - 12/2009.

- Served as 1 of 4 physicians from NH on this committee, which provided advice and made recommendations to the Chief Medical Officer and Quality Management Oversight Committee of Schaller Anderson (owned by Aetna) regarding the development and implementation of its quality improvement program for NH Medicaid recipients. Schaller Anderson was contracted by NH Medicaid to assess recipients' care, delivery systems, and recipient satisfaction while optimizing health outcomes and managing costs through comprehensive and integrated activities (Enhanced Care Coordination Program).
- Committee reviewed quality of care or service and patient safety issues, evaluates results of quality improvement activities (e.g., HEIDIS reports, data sets), made recommendations to improve the care and services provided to high-risk Medicaid members, evaluated utilization data and recommended actions, reviewed and recommended policies, and encouraged collaboration with the health care community at large to improve recipients' outcomes and to support community health initiatives.
- Participated in meetings at least 6 times per year (in person or via teleconference) and occasional e-mail discussions. Compensated for such participation.

Medical Advisor

North Country Cares (NCC), Berlin/Gorham, NH, 3/2002 - 12/2007.

- Served as 1 of 3 medical advisors for this non-profit organization dedicated to providing access to health care services for the uninsured (non-Medicaid eligible) and under-insured; facilitating obtaining health care, insurance, and medication for this population; educating patients about health issues/systems; coordinating clients' health care; improving the health status of the community; and enrolling practitioners and hospitals to accept such clients for a nominal copayment in lieu of full fee or bad debt write off.
- Facilitated collaborative relationships among practitioners and hospitals to enable NCC to respond to clients' needs.
- Oversaw medical protocols (e.g., office versus ER treatment for minor health conditions).
- Advised NCC staff about provider-related issues.

Member

Anthem/Blue Cross of NH Rural Health Coalition Advisory Committee, 7/2002 - 3/2005.

- Served as member from physician/hospital constituency of 12 northern NH hospitals and their medical communities, along with several appointed members of Anthem/Blue Cross of NH, on this group, whose goal was to enhance communication between the insurer and the RHC provider community, ensure quality- and cost-appropriate health

care to Anthem members, and to promote collaboration between the RHC communities and Anthem/Blue Cross of NH.

- Advisory Committee was developed to replace the RHC Joint Steering Committee (see below), which could no longer function in its prior capacity as of 6/30/2002, because financial risk was no longer shared among with 12 RHC communities and Anthem (new contract).
- Participated in quarterly meetings and frequent e-mail discussions.

Member

Rural Health Coalition Community Medical Leadership Committee, Anthem/Blue Cross of NH, 7/2002 - 10/2003.

- Represented Berlin medical community on this committee to provide a forum for communication between Anthem/Blue Cross and the 12 provider communities of northern NH and to facilitate continuous improvement initiatives in clinical quality, medical management, and health risk management.
- Medical Leadership Committee was developed to replace, in many ways, the Community Medical Advisor position (see below), which could no longer function in its prior capacity as of 6/30/2002, because financial risk was no longer shared among with 12 RHC communities and Anthem (new contract).
- Participated in quarterly meetings and frequent e-mail discussions with other committee members and Anthem/Blue Cross representatives. Conducted periodic on-site medical management meetings with Anthem/Blue Cross staff and key local hospital staff.

Member

Anthem/Blue Cross of NH Rural Health Coalition Joint Steering Committee, 7/1998 - 6/2002.

- Served as one of three elected members from physician/hospital constituency, along with three appointed members of Anthem/Blue Cross of NH, on this steering committee for a risk-sharing arrangement among 12 northern NH hospitals, their medical communities, and the insurance carrier (approximately 49,000 covered lives as of 2002).
- Committee's major responsibilities, through monthly meetings, included development of policies for the coalition communities to follow, analyzing trends in clinical and financial performance and recommending appropriate actions, and negotiating contractual issues.
- Participated in monthly meetings and frequent e-mail and teleconference discussions.
- Served as chairman 7/1999 - 6/2000.

Community Medical Advisor

Anthem/Blue Cross of NH, 2/1997 - 6/2002.

- Supported Anthem/Blue Cross medical policies and facilitate continuous improvement efforts in clinical quality, medical management, and health risk management as a paid Medical Advisor.
- Led/educated community's medical staff about managed care issues, analysis of cost/utilization data, disease management programs, clinical pathways, formulary compliance and specific pharmacy initiatives, best practices, and the community's risk-sharing arrangement with Anthem/Blue Cross.
- Researched areas of concern or under performance, analyze data and trends, and develop action plans for identified issues/deficiencies.
- Participated in quarterly medical management meetings with Anthem/Blue Cross representatives and quarterly Medical Advisor meetings (with 11 other such advisors). Chaired community panel meetings 2-4 times/year.

Also see Medical Leadership Activities and Community Service, pages 10-13

Note that several medical management positions were held simultaneously with clinical position(s).

Clinical Experience

Assistant Professor of Clinical Family Medicine, Department of Family Medicine (affiliated clinical faculty, non-tenured) University of New England College of Osteopathic Medicine, Biddeford, ME, January, 2017 - January, 2020; July, 2022 - present

Family Physician

Coos County Family Health Services, Berlin, NH, 3/2004 - present.

- Provide full-scope family medical care in this Federally Qualified Health Center (FQHC) with 4 offices in Berlin/Gorham area and 31 other practitioners (8 family practitioners, 1 pediatrician, 1 OB/GYN, 1 podiatrist, 12 advanced practice practitioners, 5 dental clinicians, and 3 behavioral health clinicians). MHS merged into CCFHS

- Provide care of same scope and in same settings as with MHS (below); halted nursing home care 9/2012.
- Use electronic health record (currently Athena Practice; formerly GE Medical System's *Centricity* and *Logician*) for all ambulatory patient encounters.
- Serve as clinician for 4-6 half-days/week through 12/2011; 3-4 half-days/week since then.
- Provided 50% of full adult and pediatric on-call duties compared to other primary care physicians in group due to medical management responsibilities (through 4/2009, when inpatient and on-call responsibilities were transferred to AVH hospitalist program due to re-organization of services in community).
- Consistently one of the most productive practitioners in this large group based on visits/day, gross charges/day, average charge/visit, and work RVU/clinic hour.

Family Physician

Androscoggin Valley Hospital Hospitalist Program, Berlin, NH, 4/2009 - present.

- Provide pediatric on-call duties approximately 8 to 20 nights per month for this 25-bed Critical Access Hospital and for Coos County Family Health Services (through on-call coverage agreement with AVH). Includes response to outpatient phone calls, inpatient admissions, consultations in Emergency Department when requested, and attendance at high-risk deliveries to care for newborn (including neonatal resuscitation if indicated).
- Provide adult on-call duties approximately 2-5 nights per month, with similar scope of duties as above through 4/2015; 0-2 nights per month since then. Includes admissions and consultations throughout hospital, including 5-bed ICU.
- Provide adult and pediatric inpatient rounding services for approximately 6 days per quarter (weekends and holidays) through 4/2015; infrequently thereafter.
- Provided 12-hour hospitalist shift coverage approximately 1-3 days or nights per quarter through 4/2015.

Family Physician

Mountain Health Services (became a division of Androscoggin Valley Hospital 1/2000), Berlin, NH, 2/1994 - 3/2004.

- Provided full-scope family medical care in hospital-owned practice setting with other family physicians, general internists, pediatricians, and midlevel practitioners. Care provided in office, hospital, nursing homes, and patients' homes.
- Procedural skills included minor skin surgery, cryotherapy, Norplant and IUD insertion/removal, endometrial biopsy, neonatal circumcision, joint injections, and flexible sigmoidoscopy.
- Care included emphasis on adults, geriatrics, and complex medical problems with a small pediatric practice and young, well adult practice.
- Consistently was one of the most productive practitioners in group based on visits and gross charges.
- Practiced full-time 2/1994 - 6/1998; part-time (50%-70% clinical) due to medical management responsibilities, 7/1998 - 3/2004 (see pages 2-5). Performed proportional share of adult and pediatric on-call duties, 2/1994 - 4/2003; then 50% of full on-call duties due to increased medical management responsibilities.

Family Physician

St. Luke Medical Center, Berlin, NH, 2/1994 - 2/2002.

- Provided part-time obstetric care in conjunction with an obstetrician and a certified nurse-midwife as only OB providers at our rural hospital. Trio combined for 110-130 deliveries/year; 10-20 vaginal deliveries/year performed by me. Was on-call one-third of the time.
- Assisted with C sections.
- Rendered low to high-risk obstetrical care, including management of many medical complications of pregnancy, preterm labor, pre-eclampsia, gestational diabetes, twins, and VBACs.

House Physician

Lancaster General Hospital, Lancaster, PA, 7/1990 - 12/1993.

- Provided in-hospital patient care for several physician groups 9 p.m. to 6 a.m., including phone calls, evaluation and treatment of acutely ill or unstable patients, and selected admissions at this 555-bed hospital (usually 2-4 shifts/month).

Urgent Care Physician

Fast Care Division of Emergency Medicine Department, Lancaster General Hospital, Lancaster, PA, 7/1993 - 12/1993.

- Served urgent care needs of ambulatory patients, including orthopedics, lacerations, injuries, and minor medical illnesses in high-volume setting (usually 3-5 shifts/month as sole physician).

Clinic Physician

STD Clinic, Planned Parenthood of Lancaster Country, Lancaster, PA, 9/1990 - 12/1993.

- Examined, screened, treated, and counseled patients with, and at risk for, sexually transmitted diseases (usually 1-2 evenings/month).
- Coordinated physician scheduling.

Communications Experience

Medical Editor (consultant), AAFP Foundation, 1/1991 - 12/1993.

- Edited selected patient educational materials, including scripts for audio educational messages.

Medical and Scientific Editor (consultant), 5/1984 - 9/1986.

University of Vermont College of Medicine, Burlington, VT

Departments of Anatomy and Neurobiology, Biochemistry, Pathology, and Pediatrics

Wright State University School of Medicine, Dayton, OH

Departments of Ophthalmology, Otolaryngology, and Surgery

The Ohio State University College of Nursing, Columbus, OH

Department of Life Span Process

HBJ Healthcare Publications, Cleveland, OH

AlphaMed Press, Inc., Dayton, OH

Drug Intelligence & Clinical Pharmacy, Cincinnati, OH

MacAulay-Brown, Inc., Dayton, OH

- Edited and substantially revised manuscripts published in *American Journal of Clinical Pathology*, *American Journal of Pathology*, *Archives of Dermatology*, *Archives of Pathology and Laboratory Medicine*, *Cancer Research*, *Human Pathology*, *Proceedings of the National Academy of Science*, and *Toxicology and Applied Pharmacology*.
- Edited chapters on diabetes for two pathology textbooks.
- Edited several grant proposals to government agencies.
- Edited 250-page set of course notes for Gross Anatomy.
- Designed, wrote, and substantially revised 300-page set of course notes for Microanatomy (histology).
- Edited manuscripts for *Urology Times*, a healthcare tabloid.
- Edited manuscripts accepted, and provisionally accepted, for publication in the *International Journal of Cell Cloning*.
- Edited manuscripts accepted for publication in *Drug Intelligence & Clinical Pharmacology*, a peer-reviewed journal.
- Edited hundreds of two-page entries for the *Engineering Data Compendium: Human Perception and Performance*, aimed at designers of simulators and operational displays/controls. Entries summarized research into basic sensory characteristics, performance, and the human-machine interface.

Editor (consultant), Miami University, Department of English faculty, Oxford, OH, 6/1984 - 8/1985.

- Edited articles published in the *Journal of Technical Writing & Communications*, *Research in the Teaching of English*, and *Technical Communication*.
- Edited a chapter on survey methodology published in *Writing in Nonacademic Settings*.
- Wrote abstracts for several publications.

Peer Review Experience

Family Practice Management, 2007 - present.

Family Medicine, 2002 - present.

American Family Physician, 1993-1994.

Publications and Professional Presentations

Shute, KM, Zarone P & McCluan E. Volume-based credentialing: Practical steps to promote high quality, safe care. *Journal of Hospital Administration*, 2022, 11 (1),1-7.

Shute, KM. STDs: Making patient education work. Practice tip at the 12th annual Conference on Patient Education, Kansas City, MO, September 15, 2000.

Zervanos, NJ & Shute, KM. Acute, disruptive cough: Symptomatic therapy for a nagging problem. *Postgraduate Medicine*, March 1994, 1995(4), 153-168.

Shute, KM & Kimber, RG. H. influenza intraamniotic infection with intact membranes. *Journal of the American Board of Family Practice*, 1994, 7(4), 335-342.

Shute, KM & Paist SSP. The electronic E-book and your hospital mainframe computer: Are they compatible? Lecture-discussion at 27th annual spring conference of the Society of Teachers of Family Medicine, Atlanta, GA, May 1, 1994.

Shute, KM. Among the missing [letter]. *Hippocrates*, Nov./Dec. 1993, 8.

Shute, KM & King, EA. Enhancing the value of patient care conferences. Seminar at the Northeast Regional Meeting of the Society of Teachers of Family Medicine, Akron, OH, October 22, 1993.

Shute, KM. Androscopy [letter]. *Journal of Family Practice*, 1991, 33(5), 447.

Shute, KM. An Internship in Scientific Communications with the Bob Hipple Laboratory for Cancer Research and AlphaMed Press, Inc. Master's thesis, Department of English, Miami University, Oxford, OH, 1984.

Community Health Presentations

Advance Directives and End of Life Planning, Health Education Lecture Series with Diane M. Lysitt, Androscoggin Valley Hospital, Berlin, NH, March 12, 2001.

Osteoporosis: Strategies for Prevention and Treatment, Women's Wellness Day, Berlin, NH, April 4, 1998.

How to Combat Family History of Diseases, Health Education Lecture Series, Androscoggin Valley Hospital, Berlin, NH, February 9, 1998.

Fighting the Odds Maker: How to Combat Family History of Cancer and Other Medical Conditions, Women's Wellness Day, Berlin, NH, April 5, 1997.

New Methods of Contraception, Health Education Lecture Series, Androscoggin Valley Hospital, Berlin, NH, October 17, 1994.

New Patterns of Obstetrical Care, Health Education Lecture Series with Guy Beauboeuf, MD, and Tricia Shute, CNM, Androscoggin Valley Hospital, Berlin, NH, April 11, 1994.

Medical Leadership Activities and Community Service

Medical Staff of Androscoggin Valley Hospital, Berlin, NH

- Member, Bylaws Committee, 10/2011 - present
- Member, Credentials Committee, 10/1994 - 9/1995, 10/2008 - present
- Chairman, Credentials Committee, 10/2012 - 9/2014
- Vice Chairman, Credentials Committee, 10/2010 - 9/2012
- Member, Leadership Council, 2/2015 - present
- Member, Medicine Committee, 1/2020 - present
- Chairman, Medical Executive Committee, 10/1998 - 9/1999, 1/1999 - 1/2000, 9/2000 -

- Member, Medical Executive Committee, 10/1995 - 9/2001; 1/2020 - present
- President of Medical Staff, 10/1998 - 9/1999 and 4/2000 - 9/2000
- Vice President of Medical Staff, 10/1997 - 9/1998
- Secretary/treasurer of Medical Staff, 10/1996 - 9/1997
- Member, Peer Review Committee, 1/2020 - present
- Member, Physician Information Management Committee, 10/2011 - 2/2021
- Chairman, Physician Information Management Committee, 10/2013 - 9/2014
- Vice Chairman, Physician Information Management Committee, 10/2012 - 9/2013
- Chairman, Physicians' Information Management Task Force, 7/1998 - 6/2003
- Member, Professional Advisory Committee, Home Health and Hospice Services, 10/1994 - 9/1995 and 10/2001 - 9/2010.
- Member, Quality Evaluation Committee, 10/2014 - 12/2019
- Member, Quality Management Committee, 10/2003 - 9/2014
- Member, Surgery Committee, 1/2020 - present

Androscoggin Valley Hospital, Berlin, NH

- Medical Director, Clinical Nutrition Services, 10/1994 - 9/2010; 10/2014 - present
- Medical Director, Critical Access Hospital, 1/2005 - present
- Medical Director, Hospitalist Program, 10/2009 - 9/2016
- Medical Director, Oncology Program, 12/2002 - 9/2005
- Medical Director, Outreach Clinics, 12/2002 - present
- Medical Director, Patient and Family Services, 10/1994 - 1/2005
- Chairman, CAH Oversight Committee, 5/2006 - present
- Chairman, Heart Failure/Pneumonia Quality Improvement Leadership Team, 5/2010 - 12/2013
- Chairman, Joint CPOE Advisory Committee, 10/2012 - 11/2015
- Chairman, Quality Committee, Board of Directors, 10/2015 - present
- Member, CAH/NHU/AVH Surgical Associates Steering Committee, 1/2005 - 1/2006
- Member, Corporate Compliance Committee, 5/2002 - present
- Member, Facility Planning Committee, 7/1998 - 12/2014
- Member, Infection Control Committee, 8/2010 - present
- Member, Information Management Committee, 8/1995 - 12/2005; 1/2008 - present
- Member, Information Systems Steering Committee, 1/2005 - 10/2007
- Member, Joint CPOE Advisory Committee, 4/2012 - 11/2015
- Member, Medical Practice Manager (MPM - ambulatory EMR) Advisory Committee, 10/2011 - 10/2012
- Member, Obstetrics Marketing Task Force, 2/1994 - 10/1999
- Member, Physician Coding Compliance Group, 10/2006 - 12/2014
- Member, Provider Compensation Committee, 8/2015 - present
- Member, Quality Committee, Board of Directors, 9/2004 - present
- Member, Radiation Safety Committee, 1/2006 - present
- Member, Readmission Prevention Team, 1/2015 - present
- Member, Restraint Ad Hoc Team, 11/2005 - 6/2007
- Member, Root Cause Analysis Team, 5/2007 - 5/2017
- Member, SNF Improvement Team, 5/2000 - 12/2003
- Member, Surgical Services Business Committee, 10/2010 - 12/2016
- Member, UR Task Force, 2/1999 - 3/2000
- Member, Women's Wellness Day Planning Committee, 8/1995 - 5/2002
- Member, Women's Services Medical Provider Team, 3/2000 - 2/2002

North Country Healthcare, Whitefield, NH

(A healthcare System as of 4/1/2016 and currently parent company of 3 Critical Access Hospitals and 1 Home Health & Hospice Agency)

- Chairman, Bylaws Committee, 1/2020 - present
- Chairman, Radiology Strategic Steering Committee, 7/2020 - present
- Member, Clinical Information Management (CIM) Committee (meets every 2 to 4 weeks), 2/2021 - present
- Member, CMO Working Group (meets twice monthly), 4/2016 - present

- Member, EHR Governance Committee, 6/2018 - 10/2021
- Member, Medical Ethics Committee, 1/2020 - present
- Member, Medical Staff Advisory Committee, 1/2020 - present
- Member, Order Set Work Group of CIM Committee (meets every 2 to 4 weeks), 7/2021 - present
- Member, Project Executive Team, Employed Provider Network (including Vision Task Force), 5/2021 - 9/2022
- Member, Provider Advisory Council, 12/2016 - 9/2022
- Member (CMO representative), Quality and Patient Experience Work Group, 8/2018 - 2/2022
- Member, Wellness Team, 11/2021 - present

Great Northwoods Community Foundation, Berlin, NH

- Member, Board of Trustees, 7/2018 - present
- Treasurer, Board of Trustees (consecutive two-year terms), 7/2018 - 6/2022
- Secretary, Board of Trustees, 7/2022 - present

Coos County Family Health Services, Berlin, NH

- Chairman, PCP Recruitment Task Force, 10/2006 - 1/2009
- Co-chairman, Clinical Committee for Merger of CCFHS and MHS, 12/2002 - 3/2004
- Member, Athena (formerly Centricity and Logician) Clinical Team, 5/2005 - present
- Member, Extended Hours Task Force, 3/2015 - present
- Member, Joint Steering Committee for Merger of Coos County Family Health Services (CCFHS) and Mountain Health Services (MHS), 9/2002 - 3/2004.
- Member, Human Resources Committee for Merger of CCFHS and MHS, 2/2003 - 3/2004
- Member, Logician (EMR) Implementation Team, 11/2003 - 3/2004
- Member, Practitioner Scheduling Team, 11/2003 - 3/2004
- Member, Pharmacy Issues Committee, 11/2004 - 12/2013

White Mountains Medical Education Consortium, Inc., Berlin, NH

- Member, Graduate Medical Education Committee (GMEC), 6/2022 - present

Mountain Health Services, Berlin, NH

- Member, Board of Directors, 7/1998 - 3/2000

NorthCare, Inc., Berlin, NH

- Member, Board of Directors, 5/1995 - 4/1998
- Chairman, Information Systems Task Force, 4/1998 - 11/1999

NorthCare Health Services, Inc., Berlin, NH

- Member, Board of Directors, 5/2003 - 3/2017

Northern New Hampshire Healthcare Collaborative, LLC, Lancaster, NH

- Chairman, Quality Council, for this collaborative for three Critical Access Hospitals in Coos County, NH, 9/2012-6/2015

Dartmouth-Hitchcock Medical Center, Lebanon, NH

- Member, Referral Services Steering Committee, 3/2001 - 6/2007
- Member, Advisory Board, Norris Cotton Cancer Center North, 9/2005 - 12/2010

American College of Healthcare Executives, Indianapolis, IN

- Member, Advisory Council for Local Reagent, 2005-06

American Association for Physician Leaders (formerly American College of Physician Executives), Tampa, FL

- Physician Executive Advisor, 4/2002 - present

Family Practice Residency Program, Lancaster General Hospital, Lancaster, PA

- Chief Resident, 1/1991 - 12/1991
- Resident Coordinator, 1/1990 - 12/1990

- Member, Patient Education Committee, 11/1992 - 12/1993
- Co-chairman, Residency Education Evaluation Project, 6/1990 - 6/1992
- Member, Intern-Resident Education Committee, 1/1990 - 12/1991
- Editor, Family Practice Program Procedure Manual, Core Curriculum, Personnel Policies and Procedures, 1/1990 - 6/1990 and 2/1991 - 4/1991
- Member, Steering Committee to Evaluate Residency Program Post Match, 3/1990 - 4/1990

Planned Parenthood of Lancaster County, Lancaster, PA

- Member, Medical Affiliate Committee, 7/1990 - 12/1993

Pennsylvania Academy of Family Physicians

- Chairman, Pennsylvania Resident Assembly, 5/1991 - 4/1992
- Resident Representative, Board of Directors, 5/1991 - 4/1992
- Member, Commission on Resident and Student Affairs, 5/1991 - 6/1993
- Member, Leadership Task Force, 9/1992 - 6/1993
- Alternate Resident Delegate, Congress of Delegates, 6/1992
- Resident Delegate, Congress of Delegates, 6/1990

American Academy of Family Physicians

- Pennsylvania State Delegate to National Congress of Family Practice Residents, 8/1990
- Participant, National Congress of Family Practice Residents, 1990-1992

Professional Memberships

American Academy of Family Physicians, 7/1989 - present

American Association for Physician Leadership (formerly American College of Physician Executives), 7/1997 - present

American College of Healthcare Executives, 8/2002 - present

American Medical Association, 9/2001 - 12/2013

American Society for Colposcopy and Cervical Pathology, 12/1993 - 12/1995

American Society of Professionals in Patient Safety, 1/2014 - 12/2016

Association of Reproductive Health Professionals, 5/1992 - 12/1998

Medical Group Managers Association, 1/1995 - 1/2017

National Rural Health Association, 1/1995 - present

New Hampshire Academy of Family Physicians, 1/1994 - present

New Hampshire Medical Society, 1/2021 - present

Northern New England Association of Healthcare Executives, 4/2005 - present

Pennsylvania Academy of Family Physicians, 7/1989 - 12/1993

Society of Teachers of Family Medicine, 9/1990 - 12/2004

Honors and Awards

NH's 2020 Community Star, selected by the State Offices of Rural Health on National Rural Health Day, November, 2020

Who's Who among Executives and Professionals, 2010-2011

Cambridge Who's Who, 2010

Biltmore Who's Who Registry of Executives and Professionals, 2008 and 2009

Madison Who's Who of Executives and Professionals, 2006-2007

Excellence in Diabetic Care Award, Coos County Family Health Services, 2006 - present (annual winner)

Staff Person of the Year, Coos County Family Health Services, 2005*

America's Registry of Outstanding Professionals, 2003

Honored Member - Strathmore's Who's Who, 2002-2003

Who's Who in Medicine and Healthcare, 2002-2003

National Registry of Who's Who, 2001

Outstanding Young Americans, 1998

Who's Who Among Rising Young Americans, 1992

Recipient, Resident Educational Grant to the 12th annual Conference on Patient Education, Kansas City, MO, 9/1990

Edward E. Friedman Award for Promise of Excellence in the Practice of Family Medicine, University of Vermont

Alpha Omega Alpha, 10/1988

Lange Medical Publications Award, 5/1988

Phi Beta Kappa, 1982

Mortar Board, 1982

Omicron Delta Kappa, 1982

National Dean's List, 1980-1982

Dean's List, Ohio Wesleyan University, 1979-1983

Various other departmental and university honors as an undergraduate

*First time in the nine-year existence of this recognition that it was presented to a physician.

References

Available upon request

Revised 10/2022.



Androscoggin Valley Hospital

59 Page Hill Rd
Berlin, NH 03570
603-752-2200

Key Personnel

Name	Job Title	Salary	Percent Paid from this Contract	Amount Paid from this Contract
Michael Peterson	President & CEO	\$320,340.80	0%	\$0.00
Keith Shute, MD	Senior VP, Chief Medical Officer	\$370,011.20	0%	\$0.00
Brian O'Hearn	Chief Nursing Officer, VP Patient Care Services	\$196,164.80	0%	\$0.00