



Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

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August 28, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with the Contractor listed below **in bold** to continue providing Medication Assisted Treatment to individuals with Substance Use Disorders, by increasing the price limitation by \$161,920 from \$1,911,678 to \$2,073,598 and by extending the completion date from September 29, 2023 to September 29, 2024, effective September 29, 2023, upon Governor and Council approval. 100% Federal Funds.

The three (3) individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	174360	Manchester	\$530,790	\$161,920	\$692,710	O: 1/9/19 Item #9 A1: 6/24/20 Item #30 A2: 1/22/21 Item #22 A3: 10/13/21 Item #31 A4: 6/15/22 Item #24 A5: 12/7/2022 Item #10
Mary Hitchcock Memorial Hospital	177651	Lebanon	\$998,559	\$0	\$998,559	O: 12/5/18 Item #22 A1: 6/24/20 Item #30 A2: 1/22/21 Item #22 A3: 10/13/21 Item #31 A4: 6/15/22 Item #24 A5: 12/7/2022 Item #10

Concord Hospital, Inc. - Laconia	355256	Laconia	\$382,329	\$0	\$382,329	O: 6/2/21 Item #27 A1: 10/13/21 Item #31 A2: 6/15/22 Item #24 A3: 12/7/2022 Item #10
		Total	\$1,911,678	\$161,920	\$2,073,598	

*The previous requested action included agreements that have expired.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the completion date with no remaining renewal options available, and add funding. Due to the limited timeframe between the funding notification from the Federal awarding agency and the contract expiration date, the Department was unable to re-procure for these services. Any delays or gaps in service provision may result in reduced or loss of access to services and supports for individuals in need of these critical services. The Contractor is the only authorized contractor able to perform the services.

The purpose of this request is to ensure the Elliot Hospital of the City of Manchester continues to provide comprehensive Medications for Opioid Use Disorder (MOUD), formerly referred to as Medication Assisted Treatment to individuals with Substance Use Disorders. The Contractor will continue to provide evidence-based MOUD for individuals with Opioid Use Disorder (OUD) who require necessary outpatient, intensive outpatient and community-based services.

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

Approximately 35 individuals will be served by Elliot Hospital from September 30, 2023 to September 29, 2024, which is consistent with previous years. Mary Hitchcock Memorial Hospital and Concord Hospital-Laconia MOUD services will be integrating into each Vendor's Doorway contract and therefore will no longer be included with the standalone MOUD contracts and are no longer represented in the number served.

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

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

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI085759 and FAIN # H79TI083326, and FAIN TBD.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET
MOUD Services**

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

Vendor Name **Elliot Hospital of the City of Manchester**Vendor # **174360**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$40,734.00	\$0.00	\$40,734.00
2020	102/500731	Contracts for Program Services	92057040	\$97,132.00	\$0.00	\$97,132.00
2021	102/500731	Contracts for Program Services	92057040	\$28,500.00	\$0.00	\$28,500.00
2021	102/500731	Contracts for Program Services	92057047	\$15,062.00	\$0.00	\$15,062.00
2021	102/500731	Contracts for Program Services	92057048	\$60,000.00	\$0.00	\$60,000.00
2022	102/500731	Contracts for Program Services	92057048	\$30,000.00	\$0.00	\$30,000.00
2022	074/500585	Contracts for Program Services	92057048	\$52,531.00	\$0.00	\$52,531.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	\$35,021.00	\$0.00	\$35,021.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	\$17,510.00	\$0.00	\$17,510.00
2023	074/500589	Welfare Assistance	92057058	\$118,935.00	\$0.00	\$118,935.00
2024	074/500589	Welfare Assistance	92057058	\$35,365.00	\$0.00	\$35,365.00
2024	074/500589	Welfare Assistance	92057062	\$0.00	\$121,440.00	\$121,440.00
2024	074/500589	Welfare Assistance	92057062	\$0.00	\$40,480.00	\$40,480.00
		Sub Total		\$530,790.00	\$161,920.00	\$692,710.00

Vendor Name **Mary Hitchcock Memorial Hospital**Vendor # **176651**

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

Vendor Name **Concord Hospital, Inc. - Laconia**Vendor # **355356**

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

Total	\$1,911,678.00	\$161,920.00	\$2,073,598.00
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**State of New Hampshire
Department of Health and Human Services
Amendment #6**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 9, 2019 (Item #9), as amended on June 24, 2020 (Item #30), and amended on January 22, 2021 (Item #22), and amended on October 13, 2021 (Item #31), and amended on June 15, 2022 (Item #24), and most recently amended on December 7, 2022 (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$692,710
3. Modify Exhibit A, Scope of Services, by replacing it in its entirety with Exhibit A — Amendment #6, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B — Amendment #2, Methods and Conditions Precedent to Payment, Section 1, to read:
5. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services (US DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Assistance Listing Number (ALN) #93.788, FAIN H7gTtc81685, and as awarded on 09/30/2020, by the US DHHS, SAMHSA, ALN #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the US DHHS, SAMHSA, ALN #93.788, FAIN H79TI083326, and as awarded on 09/23/22, by the US DHHS, SAMHSA, ALN #93.788, FAINs H79TI083326 and H79TI085759, and State Opioid Response (SOR), ALN 93.788, FAIN TBD, which is anticipated to be effective 9/30/2023, pending the receipt of the Notice of Award from SAMHSA.
6. Modify Exhibit B — Amendment #2, Methods and Conditions Precedent to Payment, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit B-1, Budget through Exhibit B-13, Budget — Amendment #6, SOR III.
7. Modify Exhibit B — Amendment #2, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1., Paragraph 5.1.3., Subparagraph 5.1.3.1. to add Parts 5.1.3.1.9 through 5.1.3.1.11, as follows:

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5.1.3.1.9. Promotional items including, but not limited to, clothing and commemorative items with added logos for distribution to clients and the community, such as pens, mugs/cups, folders/folios, lanyards, and conference bags. See 45 CFR 75.421(e)(3)

5.1.3.1.10. Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. See 42 U.S.C. § 1320a-7b

5.1.3.1.11. Sterile needles or syringes for the hypodermic injection of any illegal drug.

8. Add Exhibit B-12, Budget — Amendment #6, SOR III, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-13, Budget — Amendment #6, SOR III, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 29, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/30/2023

Date

DocuSigned by:
Katja S. Fox
EO9D05B04C83442...

Name: Katja S. Fox

Title: Director

Elliot Hospital of the City of Manchester

8/30/2023

Date

DocuSigned by:
W. Gregory Baxter, MD
BC88B4BA9588452...

Name: W. Gregory Baxter, MD

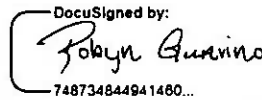
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

8/30/2023

Date

DocuSigned by:

748734844941460...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment
EXHIBIT A – Amendment #6**

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to individuals with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Nothing in this Exhibit A or any other provision of the Agreement is intended to interfere with or supersede the independent clinical judgment of the Contractor's employees and staff providing services hereunder. Nor shall anything in this Exhibit A or any other provision of the Agreement require the Contractor to take any action contrary to the best interest of the patient.

2. Scope of Work – Community Based

- 2.1. The Contractor shall provide comprehensive medications for opioid use disorder (MOUD) services for individuals with opioid use disorder (OUD) in the Greater Derry and Greater Manchester areas. The Contractor shall ensure services include, but are not limited to:
 - 2.1.1. Delivering outpatient or intensive outpatient treatment to individuals with OUD in accordance with the American Society of Addiction Medicine (ASAM) criteria.
 - 2.1.2. A Partial Hospitalization Program comprised of a multidisciplinary team that includes, but is not limited to:
 - 2.1.2.1. Licensed mental health and substance use clinicians.
 - 2.1.2.2. Psychiatric providers.
 - 2.1.2.3. Certified Recovery Support Workers (CRSW).
 - 2.1.2.4. Nurses.
 - 2.1.2.5. Case managers.
 - 2.1.3. An Intensive Outpatient Program which is team oriented, collaborative, and interdisciplinary with behavioral health clinicians co-located within primary care practices.

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- 2.1.4. OUD services with fidelity to federal, state, and best practice recommendations as described in the "Guidance Document on Best Practices"
<https://www.dhhs.nh.gov/dcbh/bdas/documents/matguidancedoc.pdf>
- 2.2. The Contractor shall be a certified Opioid Treatment Program in accordance with He-A 304 if methadone is used for individuals served under this contract.
- 2.3. The Contractor shall coordinate services with community-based agencies in order to provide wrap-around services, which may include, but are not limited to, agencies that provide:
 - 2.3.1. Housing.
 - 2.3.2. Food.
 - 2.3.3. Childcare.
 - 2.3.4. Transportation.
 - 2.3.5. Legal services.
 - 2.3.6. Employment / Training.
 - 2.3.7. Support Groups.
 - 2.3.8. Medical (non-SUD) and Dental Care, including access to primary care.
 - 2.3.9. Emergency Assistance.
 - 2.3.10. Family Support Services.
 - 2.3.11. Harm Reduction
- 2.4. The Contractor shall ensure individuals receive patient-centered care focused on overdose prevention planning by using tools which include, but are not limited to:
 - 2.4.1. Center for Disease Control (CDC) opioid prescribing guidelines.
 - 2.4.2. Substance Abuse and Mental Health Services Administration's (SAMHSA's) Opioid Overdose Prevention Toolkit.
 - 2.4.3. State published Guidance Document on Best Practices: Key Components for Delivering Community Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire.
- 2.5. The Contractor shall provide MOUD treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. (More information can be found at: <http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.6. The Contractor shall provide interim MOUD treatment services when treatment services are not available to individuals within forty-eight (48) hours of referral.

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Medication Assisted Treatment**

EXHIBIT A – Amendment #6

which include, but are not limited to:

- 2.6.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week.
- 2.6.2. Recovery support services as needed by the individual.
- 2.6.3. Daily calls to the individual to assess and respond to any emergent needs.
- 2.7. The Contractor shall provide continuous reassessment at each encounter with the service recipient.
- 2.8. The Contractor shall participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
 - 2.8.1. Ensure regional community partners include, but are not limited to:
 - 2.8.1.1. Municipal leaders.
 - 2.8.1.2. Regional Public Health Networks.
 - 2.8.1.3. Continuum of Care Facilitators.
 - 2.8.1.4. Health care providers.
 - 2.8.1.5. Social services providers.
 - 2.8.1.6. Doorways.
 - 2.8.1.7. Other stakeholders, as appropriate.
- 2.9. The Contractor shall ensure individuals are able to transition seamlessly between levels of care within a group of services. The Contractor shall:
 - 2.9.1. Collaborate with Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s) served.
 - 2.9.2. Participate in the Regional Continuum of Care Workgroup(s).
 - 2.9.3. Coordinate all services delivered to individuals with the Doorways including, but not limited to accepting clinical evaluation results for level of care placement from the Doorway.
- 2.10. Before disclosing or re-disclosing any individual information, the Contractor shall ensure that all required patient consent or authorizations to disclose or further disclose confidential protected health information (PHI) or substance use disorder treatment information (SUD) according to all state rule, state and federal law and the special rules for re-disclosure in 42 CFR part 2 have been obtained.
- 2.11. The Contractor shall modify their office electronic health record (EHR) and clinical work flow to ensure required screening activities by clinical staff and

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appropriate required data collection by care coordinators.

- 2.12. The Contractor shall establish and maintain formal partnerships with internal and external community partners within behavioral health, OUD specialty treatment, Recovery Support Services (RSS), and medical practitioners to meet the needs of the individuals served.
- 2.13. The Contractor shall collaborate and develop formal referral and information sharing agreements with other providers that offer services to individuals with OUD, including the local Doorway.
- 2.14. The Contractor shall communicate client needs with the Doorway(s) to ensure client access to financial assistance through flexible needs funds.
- 2.15. The Contractor shall maintain the infrastructure necessary to:
 - 2.15.1. Achieve the goals of MOUD expansion.
 - 2.15.2. Meet SAMHSA requirements.
 - 2.15.3. Deliver effective medical care to individuals served under this contract.
- 2.16. The Contractor shall actively participate in state-funded projects which include, but are not limited to:
 - 2.16.1. Community of Practice for MOUD, as sessions are available.
 - 2.16.2. Project-specific trainings.
 - 2.16.3. Quarterly web-based discussions.
 - 2.16.4. On-site Technical Assistance (TA) visits.
 - 2.16.5. Ad hoc communication with expert consultants on MOUD clinical care topics such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV) prevention, diversion risk mitigation and other relevant issues.
- 2.17. The Contractor shall ensure compliance with confidentiality requirements which include, but are not limited to:
 - 2.17.1. Federal and state laws and New Hampshire state administrative rules.
 - 2.17.2. HIPAA Privacy Rule.
 - 2.17.3. 42 C.F.R Part 2.
- 2.18. The Contractor shall have policies and procedures in place to ensure that all staff are trained in the areas listed in Subsection 2.15 and will safeguard all confidential information.
- 2.19. The Contractor shall participate in all evaluation activities associated with the funding opportunity, including national evaluations.

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- 2.20. The Contractor shall use data to support quality improvement to ensure the standard of care for individuals continuously improves.
- 2.21. The Contractor shall utilize the State's Prescription Drug Monitoring Program (PDMP) database to mitigate prescription drug diversion or harmful interactions.
- 2.22. The Contractor shall develop, obtain Department approval, and implement outreach and marketing activities specifically designed to engage the population(s) identified in the community using MOUD and wrap around services that are culturally appropriate and follow Culturally and Linguistically Appropriate Standards (CLAS) standards.
- 2.23. The Contractor shall ensure outreach and marketing activities include, but are not limited to:
 - 2.23.1. Ads on television, radio, or print.
 - 2.23.2. Distribution of the newsletter "Your Wellness Matters."
- 2.24. The Contractor shall assess, plan, implement, and have improvement measures for the program.
- 2.25. The Contractor shall ensure meaningful input of individuals in program assessment, planning, implementation, and improvement which shall include, but not be limited to:
 - 2.25.1. The use of a Patient Family Advisory committee.
 - 2.25.2. Individual satisfaction surveys at the completion of the program and three (3) months post completion.
 - 2.25.3. Semi-annual overall individual satisfaction surveys.
 - 2.25.4. Requesting Treatment Court graduates to provide feedback on their experience with treatment services and the program.
- 2.26. The Contractor shall have billing capabilities which include, but are not limited to:
 - 2.26.1. Enrolling with Medicaid and other third party payers.
 - 2.26.2. Contracting with managed care organizations and insurance companies for MOUD.
 - 2.26.3. Having a proper understanding of the hierarchy of the billing process.
- 2.27. The Contractor shall assist individuals with obtaining either on-site or off-site RSS including, but not limited to:
 - 2.27.1. Transportation.
 - 2.27.2. Childcare.
 - 2.27.3. Peer support groups.

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2.27.4. Recovery coach.

- 2.28. The Contractor shall establish agreements with specialty treatment organizations that can provide higher levels of OUD treatment and co-occurring mental health treatment.
- 2.29. If training or other services on behalf of the Department involve the use of social media or a website which solicits information of individuals, the Contractor shall collaborate with the DHHS Communications Bureau to ensure that NH DoIT website requirements are met, and that any protected health information (PHI), or other confidential information solicited shall not be maintained, stored or captured and shall not be further disclosed except as expressly provided in the contract.
- 2.30. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor shall ensure site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

3. Additional Scope of Services for Pregnant and Postpartum Individuals

- 3.1. The Contractor shall provide trauma-informed MOUD services and supports to pregnant and postpartum individuals through their Women's and Children Services which may include, but is not limited to:
- 3.1.1. A Maternity Center.
- 3.1.2. Childbirth and Parent Education Programs.
- 3.1.3. Postpartum support groups.
- 3.2. The Contractor shall provide training regarding Screening, Brief Intervention, and Referral to Treatment (SBIRT) to practitioners in order to facilitate early recognition and detection of OUD and other SUDs in pregnant individuals.
- 3.3. The Contractor shall ensure individual-centered, effective, integrated care and attention to overdose prevention by using tools that include, but are not limited to care guidelines for Obstetric and Gynecologic (OB/GYN) providers and delivery hospitals developed by the Northern New England Perinatal Quality Improvement Network (NNEPQIN), when applicable.
- 3.4. The Contractor shall provide care coordination services for all pregnant and postpartum individuals with OUD to support retention in and completion of OUD treatment programs.
- 3.5. The Contractor shall ensure ongoing communication and care coordination with entities involved in the individual's care including, but not limited to child protective services, treatment providers, and home visiting services, when applicable.
- 3.6. The Contractor shall ensure that treatment is provided in a child-friendly

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environment with RSS available to participants including, but not limited to childcare.

- 3.7. The Contractor shall employ integrated programs which allow children to stay with their parent. Nothing in this Section 3 is intended to limit or interfere with any applicable mandatory reporting obligation imposed upon the Contractor or its staff under state law.
- 3.8. The Contractor shall participate in the development of an infant Plan of Safe Care (POSC) with birth attendants, the infant's parents or guardians, and the Department for each infant affected by illicit substance use, withdrawal symptoms, or a Fetal Alcohol Spectrum Disorder in order to:
 - 3.8.1. Ensure the safety and well-being of the infant.
 - 3.8.2. Address the health and opioid use treatment needs of the infant and affected family members or caregivers.
 - 3.8.3. Ensure that appropriate referrals are made.
 - 3.8.4. Ensure services are delivered to the infant and affected family members or caregivers.
- 3.9. The Contractor shall ensure consistent communication with DCYF for families involved with the agency through the use of training including, but not limited to:
 - 3.9.1. All-staff training regarding sharing information with DCYF through the Contractor's brown bag lunch series.
 - 3.9.2. DCYF-representative additional training through the Contractor's brown bag lunch series.
- 3.10. The Contractor shall provide parenting supports to individuals through the use of "Clinical Guidance for Teaching Pregnant and Parenting Women with Opioid Use Disorder and Their Infants" established by SAMHSA which includes, but is not limited to:
 - 3.10.1. Parenting groups.
 - 3.10.2. Childbirth education.
 - 3.10.3. Safe sleep education.
 - 3.10.4. Well child education.

4. Staffing

- 4.1. The Contractor shall meet the minimum MOUD team staffing requirements which includes, but is not limited to, a minimum of:
 - 4.1.1. One (1) prescriber.

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment
EXHIBIT A – Amendment #6**

- 4.1.2. One (1) Masters Licensed Alcohol and Drug Counselor (MLADC); or master licensed behavioral health provider with addiction training.
 - 4.1.3. One (1) non-clinical/administrative staff.
 - 4.1.4. Two (2) Nurse Care Coordinators.
 - 4.2. The Contractor shall ensure that all unlicensed staff providing treatment, education, and/or RSS:
 - 4.2.1. Are under the direct supervision of a licensed supervisor.
 - 4.2.2. Receive confidentiality training pursuant to vendor policies and procedures in compliance of NH State administrative rule, and state and federal laws.
 - 4.3. The Contractor shall ensure that no licensed supervisor supervises more than eight (8) unlicensed staff, unless the Department has approved an alternative supervision plan.
 - 4.4. The Contractor shall ensure that unlicensed staff providing clinical or recovery support services hold a CRSW within twelve (12) months of hire or from the effective date of this contract, whichever is later.
- 5. Training**
- 5.1. The Contractor shall ensure the availability of initial and on-going training resources to all staff to include buprenorphine waiver training for interested physicians, nurse practitioners, and physician assistants.
 - 5.2. The Contractor shall develop a plan, for Department approval, to train and engage appropriate staff regarding buprenorphine waiver training including, but not limited to, providing a training stipend to encourage physicians to prescribe MOUD.
 - 5.3. The Contractor shall train staff as appropriate on relevant topics including, but not limited to:
 - 5.3.1. MOUD (e.g. prescriber training for buprenorphine).
 - 5.3.2. Care coordination.
 - 5.3.3. Trauma-informed wrap around care/RSS delivery best practices.
 - 5.3.4. Evidence-Based Practices (EBPs) such as SBIRT, Cognitive Behavioral Therapy (CBT), and other training needs.
 - 5.3.5. Safeguarding PHI, SUD, and any individually identifiable individual information.
 - 5.4. The Contractor shall create policies and procedures, and provide training to the MOUD Team to ensure transfer of information is accomplished according to acceptable practices.

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment**

EXHIBIT A – Amendment #6

6. Reporting and Deliverable Requirements

- 6.1. The Contractor shall, on the fifteenth (15th) working day of the following month, in a format approved by the Department, report Department data requirements for the programs including, but not limited to:
 - 6.1.1. Diagnoses.
 - 6.1.2. Demographic characteristics.
 - 6.1.3. Substance use.
 - 6.1.4. Services received.
 - 6.1.5. Types of MOUD received.
 - 6.1.6. Length of stay in treatment.
 - 6.1.7. Employment status.
 - 6.1.8. Criminal justice involvement.
 - 6.1.9. Housing.
- 6.2. The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.
- 6.3. The Contractor shall provide a final report with de-identified data to the Department within thirty (30) days of the termination of the contract regarding work plan progress including, but not limited to:
 - 6.3.1. Policies and practices established.
 - 6.3.2. Outreach activities.
 - 6.3.3. Demographics (gender, age, race, ethnicity) of population served.
 - 6.3.4. Outcome data (as directed by the Department).
 - 6.3.5. Individual satisfaction findings.
 - 6.3.6. Description of challenges encountered and action taken.
 - 6.3.7. Other progress to date.
 - 6.3.8. A sustainability plan to continue to provide MOUD services to the target population(s) beyond the completion date of the contract, subject to approval by the Department.

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment
EXHIBIT A – Amendment #6**

7. Performance Measures

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

8. State Opioid Response (SOR) Grant Standards

- 8.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
- 8.2. The Contractor shall ensure all referrals of individuals to the Doorways are:
- 8.2.1. Completed and documented in the individual's file; and
- 8.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.
- 8.3. The Contractor shall ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of OUD or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
- 8.4. The Contractor shall coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.
- 8.5. The Contractor shall submit a detailed plan to the Department within thirty (30) days of the Contract Effective Date for ensuring GPRA completion for all clients receiving SOR funding.
- 8.6. The Contractor shall ensure SOR grant funds are not used to purchase, prescribe, or provide cannabis, or for providing treatment using cannabis. The Contractor shall ensure:
- 8.6.1. Treatment in this context includes the treatment of OUD or StimUD.
- 8.6.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders.
- 8.6.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 8.7. The Contractor shall ensure Naloxone kits are available, utilizing SOR funding, to individuals.
- 8.8. If the Contractor intends to distribute test strips, the Contractor shall provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:
- 8.8.1. Internal policies for the distribution of test strips;

^{DS}
WGBM

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment
EXHIBIT A – Amendment #6**

- 8.8.2. Distribution methods and frequency; and
- 8.8.3. Other key data as requested by the Department.
- 8.9. The Contractor shall provide services as referenced in Section 2 to eligible individuals who:
 - 8.9.1. Receive Medication for OUD (MOUD) services from other providers, including the individual's primary care provider;
 - 8.9.2. Have co-occurring mental health disorders; or
 - 8.9.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 8.10. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 8.11. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 8.12. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
- 8.13. The Contractor shall comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirements, and as amended, and shall collaborate with the Department to understand the aforesaid.

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Elliot Hospital of the City of Manchester

Contractor Name:

Budget Request for: Medications for Opioid Use Disorder

Budget Period FY24 - (September 30, 2023 - June 30, 2024)

Indirect Cost Rate (if applicable) 6%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$71,268	\$0	\$71,268
2. Fringe Benefits	\$23,055	\$0	\$23,055
3. Consultants	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$15,568	\$0	\$15,568
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office		\$0	\$0
6. Travel	\$0	\$0	\$0
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$5,000	\$0	\$5,000
8. (b) Other - Education and Training	\$15,568	\$0	\$15,568
8. (c) Other -	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$114,892	\$0	\$114,892
Total Indirect Costs	\$6,548	\$0	\$6,548
TOTAL	\$121,440	\$0	\$121,440

BT-1.0

Exhibit B-13, Amendment #6, Budget, SOR III

RFP-2019-BDAS-05-MEDIC-01-A06

New Hampshire Department of Health and Human Services*Complete one budget form for each budget period.**Elliot Hospital of the City of Manchester***Contractor Name:***Medications for Opioid Use Disorder***Budget Request for:****Budget Period** *FY25 - (July 1, 2024 - September 29, 2024)***Indirect Cost Rate (if applicable)** *6%*

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$24,469	\$0	\$24,469
2. Fringe Benefits	\$7,916	\$0	\$7,916
3. Consultants	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$5,913	\$0	\$5,913
8. (b) Other - Education and Training	\$0	\$0	\$0
8. (c) Other	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$38,297	\$0	\$38,297
Total Indirect Costs	\$2,183	\$0	\$2,183
TOTAL	\$40,480	\$0	\$40,480

Contractor Initials

WGBM

8/30/2023
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ELLIOT HOSPITAL OF THE CITY OF MANCHESTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 21, 1881. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68025

Certificate Number: 0006201635



IN TESTIMONY WHEREOF,

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

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Paul W. Hoff, PhD, hereby certify that:

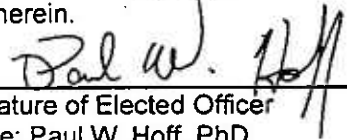
1. I am a duly elected Clerk/Secretary/Officer of Elliot Health System.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 19, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That W. Gregory Baxter, MD is duly authorized on behalf of Elliot Health System to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: August 28, 2023



Signature of Elected Officer

Name: Paul W. Hoff, PhD

Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/16/2023

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

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

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	
INSURER A: Elliot Health System	
INSURER B: Safety National Casualty Corporation	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W29333541 **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 INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			SELF INSURED TRUST	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 0
	☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 0	
	OTHER:						GENERAL AGGREGATE \$ 3,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 0	
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AGC4067980	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Physician Professional			SELF INSURED TRUST	07/01/2023	07/01/2024	Each Medical Incident \$1,000,000	
	Claims Made						Aggregate \$3,000,000	

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

CERTIFICATE HOLDER
CANCELLATION

State of NH - DHHS 129 Pleasant St. Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Elliot Health System Mission Statement

Elliot Health System strives to:

INSPIRE wellness

HEAL our patients

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

**BAKER
NEWMAN
NOYES**

Elliot Health System and Affiliates

Audited Consolidated Financial Statements

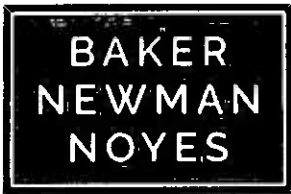
*Years Ended June 30, 2022 and 2021
With Independent Auditors' Report*

ELLIOT HEALTH SYSTEM AND AFFILIATES
AUDITED CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

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Baker Newman & Noyes LLC
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INDEPENDENT AUDITORS' REPORT

Board of Directors.
Elliot Health System.

Opinion

We have audited the consolidated financial statements of Elliot Health System and Affiliates (the System), which comprise the consolidated balance sheets as of June 30, 2022 and 2021, the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the System as of June 30, 2022 and 2021, and the results of its operations, changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

Board of Directors
Elliot Health System

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the System's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the System's ability to continue as a going concern for a reasonable period of time.

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

Baku Newman & Noyes LLC

Manchester, New Hampshire
October 26, 2022

ELLIOT HEALTH SYSTEM AND AFFILIATES**CONSOLIDATED BALANCE SHEETS**

June 30, 2022 and 2021

ASSETS

	<u>2022</u>	<u>2021</u>
Current assets:		
Cash and cash equivalents	\$148,300,344	\$178,575,394
Accounts receivable (notes 2, 5 and 11)	50,461,346	41,155,570
Inventories	7,196,171	6,015,658
Amounts due from SolutionHealth, Inc.	32,959,764	16,350,952
Other current assets (notes 1, 2 and 15)	<u>10,450,232</u>	<u>9,705,801</u>
Total current assets	249,367,857	251,803,375
Property, plant and equipment, less accumulated depreciation (notes 4 and 5)	214,592,890	210,106,033
Investments (notes 6 and 13)	109,197,552	120,567,838
Other assets (notes 2 and 15)	7,883,154	9,063,418
Assets whose use is limited (notes 6 and 13):		
Board designated and donor restricted investments	153,326,441	168,119,113
Employee benefit plans and other (note 2)	26,723,673	29,554,709
Beneficial interest in perpetual trusts (note 2)	<u>7,630,318</u>	<u>9,060,947</u>
	<u>187,680,432</u>	<u>206,734,769</u>
Total assets	<u>\$768,721,885</u>	<u>\$798,275,433</u>

LIABILITIES AND NET ASSETS

	<u>2022</u>	<u>2021</u>
Current liabilities:		
Accounts payable and accrued expenses (note 1)	\$ 40,200,440	\$ 30,982,232
Accrued salaries, wages and related accounts	42,046,338	41,079,845
Accrued interest	1,600,771	1,699,725
Amounts due to SolutionHealth, Inc.	9,565,916	10,005,303
Amounts payable to third-party payors (notes 2 and 3)	42,885,569	71,480,248
Current portion of long-term debt (note 5)	<u>8,441,150</u>	<u>9,443,568</u>
Total current liabilities	144,740,184	164,690,921
Accrued pension (note 8)	34,260,174	64,597,669
Self-insurance reserves and other liabilities (note 2)	46,061,098	52,932,076
Long-term debt, less current portion (note 5)	<u>150,646,356</u>	<u>158,927,552</u>
Total liabilities	375,707,812	441,148,218
Net assets:		
Without donor restrictions	360,433,547	322,521,682
With donor restrictions (note 7)	<u>32,580,526</u>	<u>34,605,533</u>
Total net assets	<u>393,014,073</u>	<u>357,127,215</u>
Total liabilities and net assets	<u>\$768,721,885</u>	<u>\$798,275,433</u>

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES
CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating revenues:		
Patient service revenues (note 3)	\$ 655,970,390	\$606,408,301
Investment income (note 6)	3,622,327	5,008,214
Other revenues (note 2)	<u>45,805,473</u>	<u>46,571,693</u>
Total operating revenues	705,398,190	657,988,208
Expenses (note 10):		
Salaries, wages and fringe benefits (note 8)	355,639,840	363,849,932
Supplies and other expenses (notes 1 and 12)	257,550,741	193,396,674
Depreciation and amortization	21,456,316	22,641,699
New Hampshire Medicaid Enhancement Tax (note 14)	26,037,731	22,236,061
Interest	<u>5,983,825</u>	<u>6,310,742</u>
Total expenses	<u>666,668,453</u>	<u>608,435,108</u>
Income from operations	38,729,737	49,553,100
Nonoperating (losses) gains, net:		
Investment (loss) return, net (notes 2 and 6)	(29,619,936)	45,012,206
Other (notes 2 and 9)	4,158	(3,002,668)
Net periodic pension gain (cost), net of service cost (note 8)	<u>723,020</u>	<u>(3,427,136)</u>
Nonoperating (losses) gains, net	<u>(28,892,758)</u>	<u>38,582,402</u>
Excess of revenues and nonoperating (losses) gains over expenses	9,836,979	88,135,502
Transfer to SolutionHealth, Inc. (note 1)	-	(2,832,572)
Pension adjustment (note 8)	<u>28,074,886</u>	<u>68,016,666</u>
Increase in net assets without donor restrictions	<u>\$ 37,911,865</u>	<u>\$153,319,596</u>

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended June 30, 2022 and 2021

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total Net Assets
Balances at July 1, 2020	\$169,202,086	\$31,924,112	\$201,126,198
Excess of revenues and nonoperating gains (losses) over expenses	88,135,502	—	88,135,502
Restricted gifts and bequests	—	361,185	361,185
Investment return, net (note 6)	—	1,704,547	1,704,547
Net unrealized gain on investments (notes 2 and 6)	—	615,689	615,689
Pension adjustment (note 8)	68,016,666	—	68,016,666
Transfer to SolutionHealth, Inc.	<u>(2,832,572)</u>	<u>—</u>	<u>(2,832,572)</u>
Increase in net assets	<u>153,319,596</u>	<u>2,681,421</u>	<u>156,001,017</u>
Balances at June 30, 2021	322,521,682	34,605,533	357,127,215
Excess of revenues and nonoperating (losses) gains over expenses	9,836,979	—	9,836,979
Restricted gifts and bequests	—	101,732	101,732
Investment loss, net (note 6)	—	(1,255,039)	(1,255,039)
Net unrealized loss on investments (notes 2 and 6)	—	(871,700)	(871,700)
Pension adjustment (note 8)	<u>28,074,886</u>	<u>—</u>	<u>28,074,886</u>
Increase (decrease) in net assets	<u>37,911,865</u>	<u>(2,025,007)</u>	<u>35,886,858</u>
Balances at June 30, 2022	<u>\$360,433,547</u>	<u>\$32,580,526</u>	<u>\$393,014,073</u>

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating activities and net gains and losses:		
Increase in net assets	\$ 35,886,858	\$ 156,001,017
Adjustments to reconcile increase in net assets to net cash provided by operating activities and net gains and losses:		
Depreciation and amortization	21,456,316	22,641,699
Loss on disposal of property, plant and equipment	26,731	2,512
Restricted investment income and net loss (gain) on investments	1,255,039	(1,704,547)
Restricted gifts and bequests	(101,732)	(361,185)
Transfer to SolutionHealth, Inc.	—	2,832,572
Pension adjustment	(28,074,886)	(68,016,666)
Net realized and unrealized losses (gains) on investments	31,051,688	(44,987,770)
Changes in operating assets and liabilities:		
Accounts receivable	(9,305,776)	(10,981,051)
Inventories	(1,180,513)	(776,015)
Other current and noncurrent assets	435,833	16,872,212
Accounts payable and accrued expenses	11,208,821	(4,004,653)
Amounts due to/from SolutionHealth, Inc.	(17,048,199)	(5,279,124)
Accrued salaries, wages and related accounts	966,493	6,355,274
Accrued interest	(98,954)	(7,731)
Accrued pension	(2,262,609)	3,542,469
Self-insurance reserves and other liabilities	(6,870,978)	3,894,446
Amounts payable to third-party payors	<u>(28,594,679)</u>	<u>(3,655,395)</u>
Net cash provided by operating activities and net gains and losses	8,749,453	72,368,064
Investing activities:		
Acquisition of property, plant and equipment	(27,890,915)	(11,743,124)
Proceeds from the sale of property, plant and equipment	5,000	—
Net change in assets whose use is limited	(613,368)	(1,608,230)
Net change in investments	<u>(13,697)</u>	<u>(10,293,106)</u>
Net cash used by investing activities	(28,512,980)	(23,644,460)
Financing activities:		
Repayment of long-term debt	(9,358,216)	(9,042,933)
Restricted investment income and net (loss) gain on investments	(1,255,039)	1,704,547
Transfer to SolutionHealth, Inc.	—	(2,832,572)
Restricted gifts and bequests	<u>101,732</u>	<u>361,185</u>
Net cash used by financing activities	<u>(10,511,523)</u>	<u>(9,809,773)</u>
(Decrease) increase in cash and cash equivalents	(30,275,050)	38,913,831
Cash and cash equivalents at beginning of year	<u>178,575,394</u>	<u>139,661,563</u>
Cash and cash equivalents at end of year	<u>\$ 148,300,344</u>	<u>\$ 178,575,394</u>
Supplemental disclosure for noncash transactions:		
Equipment purchases financed with a capital lease	\$ —	\$ 1,700,008
Equipment purchases included in accounts payable at end of year	<u>\$ 572,618</u>	<u>\$ 2,563,231</u>

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

1. Organization

Elliot Health System and Affiliates (the System) consists of Elliot Health System (EHS), a not-for-profit corporation which functions as a parent company to several not-for-profit and for-profit health care entities, and its wholly-owned subsidiaries. EHS is the sole member of the following not-for-profit entities: Elliot Hospital, a provider of health care services whose affiliates also include Elliot Physician Network (EPN), a network of primary care physicians, and Elliot Professional Services (EPS), a network of specialty care physicians (collectively referred to as the Hospital); Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates (the VNA), a provider of home health care and hospice services; and Mary and John Elliot Charitable Foundation, a charitable foundation which supports the System. EHS is also the sole stockholder of Elliot Health System Holdings, Inc. and Subsidiaries, a for-profit corporation which owns interests in health care related and real estate development partnerships and provides real estate and business management services.

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

The sole corporate member of the System is SolutionHealth, Inc. SolutionHealth, Inc. performs certain administrative services on behalf of the System such as marketing, human resource functions, information technology services, finance and accounting, and materials management. These services are allocated and billed to the System on a monthly basis. For the year ended June 30, 2022, allocated amounts totaled \$83,551,517 which were comprised of supplies and other expenses. For the year ended June 30, 2021, allocated amounts totaled \$56,256,323 which were comprised of \$35,654,118 in salaries, wages and employee benefits, and \$20,602,205 in supplies and other expenses. The increase from prior year represents additional shared services and full year activity for services transferred from the System to SolutionHealth, Inc.

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

2. Significant Accounting Policies

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

Principles of Consolidation

The consolidated financial statements include the accounts of EHS and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in the consolidation.

Charity Care

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

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

2. Significant Accounting Policies (Continued)

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

Cash and Cash Equivalents

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

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

Accounts Receivable

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

Patient Service Revenues

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

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

2. Significant Accounting Policies (Continued)

The collection of outstanding receivables for Medicare, Medicaid, managed care payers, other third-party payors and patients is the System's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts, including patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities that represent a majority of hospital revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of our accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling twelve-months accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At June 30, 2022 and 2021, estimated implicit price concessions of \$24,335,594 and \$25,139,446, respectively, had been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to be collected.

Income Taxes

The System and all related entities, with the exception of Elliot Health System Holdings, Inc. and Subsidiaries, are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to the consolidated financial statements. Elliot Health System Holdings, Inc. is a holding company and its subsidiaries are for-profit companies subject to federal and state taxation. Income taxes are recorded based upon the asset and liability method.

At June 30, 2022 and 2021, the System has recorded \$320,251 and \$235,728 of federal and state income taxes payable in accounts payable and accrued expenses, respectively. The total provision for federal and state current tax expense is recorded in other nonoperating (losses) gains and is \$722,386 and \$1,657,809 for the years ended June 30, 2022 and 2021, respectively. At June 30, 2022 and 2021, the System has a deferred tax asset of \$3,239,160 and \$3,021,679 with a corresponding valuation allowance of \$865,764 and \$790,726, respectively, which is included in other assets, mainly relating to depreciation differences between book and tax on property, plant and equipment.

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

2. Significant Accounting Policies (Continued)

Elliot Health System Holdings, Inc. believes that it has appropriate support for the income tax positions taken and to be taken on tax returns, and that their accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Elliot Health System Holdings, Inc. has concluded there are no significant uncertain tax positions requiring disclosure and there is no material liability for unrecognized tax benefits.

Performance Indicator

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

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

Net Assets With Donor Restrictions

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

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

Investments and Investment Income

Investments are measured at fair value in the consolidated balance sheets. The fair value of debt securities and marketable equity securities are based on quoted market prices. The System carries alternative investments at net asset value (NAV), which estimates fair value as determined by management based upon valuations provided by the respective fund managers or general partners. Alternative investments include private equity, venture capital, hedge funds, and real estate. The System's investments are subject to various risks, such as interest rate, credit, and overall market volatility, which may substantially impact the value of such investments at any given time. Interest and dividend income on unlimited use investments and operating cash is reported within operating revenues. Investment income or loss on assets whose use is limited (including realized and unrealized gains and losses on investments, and interest and dividends) is reported as nonoperating (losses) gains. The System has elected to reflect changes in the fair value of investments and assets whose use is limited, including both increases and decreases in value whether realized or unrealized in nonoperating gains or losses.

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

2. Significant Accounting Policies (Continued)

Beneficial Interest in Perpetual Trusts

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

Investment Policies

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

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

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

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

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

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

Spending Policy for Appropriation of Assets for Expenditure

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

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

2. Significant Accounting Policies (Continued)

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal intact. From time to time, certain net assets and donor restrictions may have fair values less than the amount required to be maintained by donors or by law (underwater donor restricted net assets). The System has interpreted UPMIFA to permit spending from underwater donor restricted net assets in accordance with prudent measures required under the law. At June 30, 2022 and 2021, there were no underwater donor restricted net assets.

Inventories

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

Bond Issuance Costs/Original Issue Premium or Discount

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

Property, Plant and Equipment

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

Federal Grant Revenue and Expenditures

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

Retirement Benefits

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

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

2. Significant Accounting Policies (Continued)

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

The System provides a defined contribution program. Under this program, eligible employees may receive annual employer contributions to a System sponsored 403(b) plan or 401(k) plan. In September 2020, the Board of Directors of the System voted to change the employer contribution from a fixed 3% of annual employee base pay to a yearly determined amount at the discretion of the Board of Directors of the System. For the years ended June 30, 2022 and 2021, annual employer contributions totaled 3% of annual employee base pay.

The System also provides matching contributions at the discretion of the System to a 403(b) plan or 401(k) plan equal to up to one-half of the employee's contribution to a maximum of 4% of their annual base pay. Total expense incurred by the System was \$6,649,589 and \$4,962,401 under these defined contribution plans for the years ended June 30, 2022 and 2021, respectively.

The System sponsors deferred compensation plans for certain qualifying employees. The amounts ultimately due to employees are to be paid upon the employees attaining certain criteria, including age. At June 30, 2022 and 2021, \$26,723,673 and \$29,554,709, respectively, is reflected in assets whose use is limited and \$26,723,673 and \$29,554,709, respectively, in other long-term liabilities related to such agreements.

Workers' Compensation

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

Employee Health and Dental Insurance

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

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

2. Significant Accounting Policies (Continued)

Employee Fringe Benefits

Most of the System's entities have an earned time plan. Under this plan, each qualifying employee earns paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays or illnesses. Hours earned but not used are vested with the employee and are paid to the employee upon termination subject to certain limits. The System accrues a liability for such paid leave as it is earned, which totaled approximately \$14,415,000 and \$13,811,000 at June 30, 2022 and 2021, respectively, and is recorded in accrued salaries, wages and related accounts on the accompanying consolidated balance sheets.

Professional and General Liability Contingencies

The System is insured against professional and general liability contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintains excess professional and general liability insurance policies to cover claims in excess of liability retention levels. At June 30, 2022, there were no known professional and general liability claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required specific loss accruals. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves have been determined by actuarial consultants. The possibility exists, as a normal risk of doing business, that professional and general liability claims in excess of insurance coverage may be asserted against the System.

In 2001, the System created a self-insurance trust to fund the related actuarially-determined liability for incurred but unpaid claims. The trust fund and related liability are included in the accompanying consolidated balance sheets. In accordance with Accounting Standards Update (ASU) No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries* (ASU 2010-24), at June 30, 2022 and 2021, the System recorded a liability of \$15,785,430 and \$15,730,731, respectively, related to estimated professional liability losses relating to reported cases as well as potentially incurred but not reported claims which is included in self-insurance reserves and other liabilities on the consolidated balance sheets. At June 30, 2022 and 2021, the System also recorded a receivable of \$915,541 and \$1,811,090, respectively, related to estimated recoveries under insurance coverage provided by the self-insurance trust. At June 30, 2022, \$915,541 is included in other assets on the consolidated balance sheet. At June 30, 2021, \$1,054,354 is included in other assets and \$756,736 is included in other current assets on the consolidated balance sheet. It is the intention of management to fund the self-insurance trust as deemed necessary. The self-insurance trust has assets totaling \$3,816,482 and \$4,496,586 at June 30, 2022 and 2021, respectively, and is included within board designated and donor restricted investments in the accompanying consolidated balance sheets.

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

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

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

Fair Value of Financial Instruments

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

The fair value of all financial instruments approximates their relative book value as these financial instruments have short-term maturities or are recorded at fair value as disclosed in note 13.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities, at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are used in the areas of accounts receivable, insurance costs, alternative investment funds, employee benefit plans, amounts payable to third-party payors and contingencies. It is reasonably possible that actual results could differ from those estimates. Adjustments made with respect to the use of estimates often relate to improved information not previously available.

Risks and Uncertainties

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

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

2. Significant Accounting Policies (Continued)

Since the declaration of the pandemic, the System has received approximately \$49.4 million of accelerated Medicare payments and \$28.6 million related to the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) Provider Relief Funds (PRF). Distributions from the Provider Relief Fund are not subject to repayment, provided the System is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2022 and 2021, the System recognized \$3.7 million and \$4.8 million, respectively, related to these PRF, and these payments are recorded within other revenues in the consolidated statements of operations and changes in net assets for the years ended June 30, 2022 and 2021. Amounts previously recognized were recorded within other revenues during the year ended June 30, 2020.

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes to be deferred until December 2021 and the remaining half until December 2022. At June 30, 2022, the System had deferred balances of payroll taxes totaling \$4.8 million which were included under the caption "accrued salaries, wages and related accounts" in the accompanying consolidated balance sheets. At June 30, 2021, the System had deferred balances of payroll taxes totaling \$9.3 million of which \$4.5 million is included under the caption "accrued salaries, wages and related accounts" and \$4.8 million is included under the caption "self-insurance reserves and other liabilities" in the accompanying consolidated balance sheets.

During fiscal years 2022 and 2021, the System received grants totaling approximately \$1,180,000 and \$8,613,000, respectively, from the Governor's Office of Emergency Relief and Recovery (GOFERR). These payments are accounted for as government grants and are not subject to repayment, provided the System is able to comply with the conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Based on an analysis of the compliance and reporting requirements of the GOFERR grants, the System recognized approximately \$1,180,000 and \$8,613,000, respectively, related to these grants, and these payments are recorded within other revenues in the consolidated statements of operations and changes in net assets for the years ended June 30, 2022 and 2021.

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

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

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

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

Subsequent Events

Events occurring after the balance sheet date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through October 26, 2022 which is the date the consolidated financial statements were available to be issued.

Subsequent to June 30, 2022, SolutionHealth, Inc. declared a capital call totaling \$11,500,000 of which \$5,750,000 was paid by the System.

Recent Accounting Pronouncements

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

Prospective Accounting Pronouncements

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

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

3. Patient Service Revenues

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

	<u>2022</u>	<u>2021</u>
Private payors (includes coinsurance and deductibles)	\$412,323,052	\$388,593,372
Medicaid	60,453,719	49,989,808
Medicare	176,650,754	163,259,064
Self-pay	<u>6,542,865</u>	<u>4,566,057</u>
	<u>\$655,970,390</u>	<u>\$606,408,301</u>

Various entities of the System maintain contracts with the Social Security Administration (Medicare) and the State of New Hampshire Department of Health and Human Services (Medicaid). The entities are paid a prospectively determined fixed price for Medicare and Medicaid inpatient acute care services depending on the type of illness or the patient's diagnostic related group classification. Reimbursement for Medicare for outpatient services is based upon a prospective standard rate for procedures performed or services rendered. Home health care and hospice services are reimbursed prospectively on a per episode or per diem basis. Physician services are reimbursed on established and/or negotiated fee schedules. Capital costs and certain Medicare and Medicaid outpatient services are also reimbursed on a prospectively determined fixed rate. The entities receive payment for other Medicare and Medicaid inpatient and outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. The percentage of patient service revenue earned from the Medicare and Medicaid programs was 28% and 7%, respectively, in 2022 and 28% and 6% in 2021, respectively.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The System believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payors increased patient service revenues by approximately \$400,000 and \$600,000 in 2022 and 2021, respectively.

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

3. Patient Service Revenues (Continued)

During the fourth quarter of fiscal 2020, the System requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. Recoupments will be made by applying claims for services provided to Medicare beneficiaries to the advance payment balance. One year from the date of receipt of the advance payments (beginning April 2021) 25% of the amounts advanced will be recouped in the first eleven months. An additional 25% of the amounts advanced will be recouped in the next six months with the entire amount repayable in 29 months. Any outstanding balance after 29 months is repayable at a 4% interest rate. Since the declaration of the pandemic, the System has received approximately \$49.4 million from these accelerated Medicare payment requests. Recoupments began in fiscal 2021 and totaled approximately \$5.8 million, resulting in a liability totaling approximately \$43.6 million at June 30, 2021. Additional recoupments totaling approximately \$32.8 million were made in fiscal 2022, resulting in a liability totaling approximately \$10.8 million at June 30, 2022. Amounts are recorded under the caption "amounts payable to third-party payors" in the accompanying consolidated balance sheets.

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

4. Property, Plant and Equipment

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

	<u>2022</u>	<u>2021</u>
Operating properties:		
Land and land improvements	\$ 10,470,365	\$ 10,470,365
Buildings and fixed equipment	247,359,892	240,973,492
Major movable equipment	238,568,801	234,859,824
Construction and projects in progress	<u>31,093,607</u>	<u>16,009,146</u>
	527,492,665	502,312,827
Less accumulated depreciation	<u>(344,597,361)</u>	<u>(325,037,107)</u>
	182,895,304	177,275,720
Rental properties:		
Land and land improvements	9,961,263	9,967,964
Buildings and fixed equipment	53,355,577	53,293,255
Major movable equipment	139,656	139,656
Construction and projects in progress	<u>637,540</u>	<u>33,728</u>
	64,094,036	63,434,603
Less accumulated depreciation	<u>(32,396,450)</u>	<u>(30,604,290)</u>
	<u>31,697,586</u>	<u>32,830,313</u>
Net property, plant and equipment	<u>\$ 214,592,890</u>	<u>\$ 210,106,033</u>

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

5. Debt

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

	<u>2022</u>	<u>2021</u>
New Hampshire Health and Education Facilities Authority:		
Elliot Hospital Obligated Group Series 2016 Bonds		
with interest ranging from 2.00% to 5.00% per year.		
Principal payments commenced in October 2017 and		
are payable in annual installments ranging from		
\$4,850,000 to \$10,915,000 through October 2038	\$128,090,000	\$134,055,000
Plus unamortized original issue premium/discount	<u>14,537,521</u>	<u>15,241,051</u>
	142,627,521	149,296,051
Equipment financing with a fixed interest rate of 1.92%		
with required monthly principal payments ranging		
from \$163,758 to \$187,594 through August 2029		
and is secured by related equipment	15,085,185	17,029,993
Equipment lease financing with required monthly principal		
payments of \$5,833 through December 2025	210,000	280,000
Equipment lease financing with required annual principal		
payments through fiscal year 2023	633,278	1,161,432
Notes payable – see below	<u>950,000</u>	<u>1,050,000</u>
	159,505,984	168,817,476
Less current portion	(8,441,150)	(9,443,568)
Less net unamortized bond issuance costs	<u>(418,478)</u>	<u>(446,356)</u>
	<u>\$150,646,356</u>	<u>\$158,927,552</u>

On November 15, 2016, the Hospital refunded its existing 2009 Series Bonds outstanding of \$126,470,000 through the issuance of \$147,020,000 in fixed rate New Hampshire Health and Education Facilities Authority Revenue Bonds with interest rates ranging from 2.00% to 5.00%. As of June 30, 2022 and 2021, the balance of defeased 2009 Series Bonds payable not included in the accompanying consolidated balance sheets was \$120,840,000 and \$122,090,000, respectively.

In 2019, the Hospital entered into a ten year \$20,500,000 equipment financing agreement with Bank of America to acquire various property and equipment. Certain proceeds of the financing are held by a trustee, under the terms of an escrow agreement which allows for withdrawals only for approved purchases.

The Obligated Group's agreement with the New Hampshire Health and Education Facilities Authority for the 2016 Bond grants the Authority a security interest in the Hospital's gross receipts and a mortgage on the Hospital's existing and future facilities and equipment. In addition, under the terms of the master indenture, the Obligated Group is required to meet certain covenants requirements. For the years ended June 30, 2022 and 2021, the Hospital was in compliance with all required financial covenants.

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

5. Debt (Continued)

The System has a note payable in the amount of \$950,000 and \$1,050,000 at June 30, 2022 and 2021, respectively, the proceeds of which were used for certain property improvements. Interest is payable annually at the fixed rate of 4.61% for the first 10 years, after which it will become variable. Principal and interest are payable annually through the maturity date of December 29, 2031.

Interest paid totaled \$6,082,779 and \$6,318,473 for the years ended June 30, 2022 and 2021, respectively.

Aggregate annual principal payments required under the bonds and note agreements for each of the five years ending June 30 are approximately as follows: 2023 - \$8,441,000; 2024 - \$8,178,000; 2025 - \$8,549,000; 2026 - \$8,861,000; and 2027 - \$9,208,000.

The System has entered into a \$25,000,000 unsecured line of credit agreement with a bank which is due on demand. The line of credit agreement bears interest at Bloomberg Short-Term Bank Yield Daily Floating Rate plus 0.75% (2.33% at June 30, 2022). At June 30, 2022 and 2021, there were no borrowings outstanding under this agreement. The agreement grants the bank a security interest in the System's securities, cash and deposit account balances to collateralize any future outstanding balances.

6. Investments and Assets Whose Use is Limited

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

	<u>2022</u>	<u>2021</u>
Cash and equivalents	\$ 5,152,774	\$ 17,687,858
Marketable equity securities	76,220,603	160,213,388
Fixed income securities	55,624,661	88,802,874
Investments in real assets	—	6,097,611
Employee benefit plans and other	26,723,673	29,554,709
Beneficial interest in perpetual trusts	7,630,318	9,060,947
Alternative investments measured at NAV	<u>125,525,955</u>	<u>15,885,220</u>
	<u>\$296,877,984</u>	<u>\$327,302,607</u>

Board designated and donor restricted investments of various System entities are pooled into the Elliot Common Trust Fund LLC, along with self-insured trust funds, and are comprised of the following at June 30:

	<u>2022</u>	<u>2021</u>
Board designated:		
Capital, working capital and community service	\$120,333,730	\$131,619,518
Self-insurance	<u>3,816,482</u>	<u>4,496,586</u>
	124,150,212	136,116,104
Donor restricted and other	<u>29,176,229</u>	<u>32,003,009</u>
	<u>\$153,326,441</u>	<u>\$168,119,113</u>

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

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

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

	<u>2022</u>	<u>2021</u>
Unrestricted investment income and net gains and losses on investments are summarized as follows:		
Investment income	\$ 3,622,327	\$ 5,008,214
Nonoperating investment income	560,052	640,125
Realized gains on sale of investments, net	23,695,652	26,531,635
Net unrealized (losses) gains on investments	<u>(53,875,640)</u>	<u>17,840,446</u>
	(25,997,609)	50,020,420
Restricted investment income and net gains and losses on investments are summarized as follows:		
Investment (loss) income and net (loss) income on investments	(1,255,039)	1,704,547
Net unrealized (losses) gains on investments	<u>(871,700)</u>	<u>615,689</u>
	<u>(2,126,739)</u>	<u>2,320,236</u>
Total restricted and unrestricted	<u>\$(28,124,348)</u>	<u>\$52,340,656</u>

7. Net Assets With Donor Restrictions

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

	<u>2022</u>	<u>2021</u>
Purpose restriction:		
Health care services	\$16,839,531	\$17,590,567
Equipment and capital improvements	1,198,908	1,078,537
Education and scholarships	<u>54,774</u>	<u>48,160</u>
	18,093,213	18,717,264
Perpetual in nature:		
Investments, gains and income from which is donor restricted	9,836,473	11,237,429
Investments, gains and income from which is released to net assets without donor restrictions	<u>4,650,840</u>	<u>4,650,840</u>
	<u>14,487,313</u>	<u>15,888,269</u>
Total net assets with donor restrictions	<u>\$32,580,526</u>	<u>\$34,605,533</u>

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

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

8. Retirement Benefits

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

	<u>2022</u>	<u>2021</u>
Changes in benefit obligation:		
Projected benefit obligations, beginning of year	\$(430,342,883)	\$(433,779,248)
Service cost	(1,570,217)	(1,857,334)
Interest cost	(11,912,594)	(11,707,578)
Benefits paid	11,833,308	10,716,673
Actuarial gain	96,573,531	4,757,304
Administrative expenses paid	<u>1,519,695</u>	<u>1,527,300</u>
Projected benefit obligations, end of year	<u>\$(333,899,160)</u>	<u>\$(430,342,883)</u>
Changes in plan assets:		
Fair value of plan assets, beginning of year	\$ 365,745,214	\$ 304,707,382
Actual (loss) return on plan assets	(55,863,033)	71,539,805
Contributions by plan sponsor	3,109,808	1,742,000
Benefits paid	(11,833,308)	(10,716,673)
Actual administrative expense paid	<u>(1,519,695)</u>	<u>(1,527,300)</u>
Fair value of plan assets, end of year	<u>\$ 299,638,986</u>	<u>\$ 365,745,214</u>
Funded status:		
Fair value of plan assets	\$ 299,638,986	\$ 365,745,214
Projected benefit obligations	<u>(333,899,160)</u>	<u>(430,342,883)</u>
Funded status of the plan	<u>\$ (34,260,174)</u>	<u>\$ (64,597,669)</u>

The accumulated benefit obligation at June 30, 2022 and 2021 was \$333,899,160 and \$430,342,883, respectively.

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

	<u>2022</u>	<u>2021</u>
Net liability recognized	<u>\$(34,260,174)</u>	<u>\$(64,597,669)</u>

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

	<u>2022</u>	<u>2021</u>
Discount rate	4.64%	2.81%

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

8. Retirement Benefits (Continued)

In 2022, the System began using the MP-2021 mortality improvement scale which also had an impact on the projected benefit obligation.

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

	<u>2022</u>	<u>2021</u>
Net actuarial gain	\$ <u>21,675,852</u>	\$ <u>49,750,738</u>

Pension Plan Assets

The fair values of the System's pension plan assets and target allocations by asset category are as follows as of June 30, 2022 and 2021 (see note 13 for level definitions):

	<u>Target Allo- cation</u>	<u>Total</u>	<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Signif- icant Observ- able Inputs (Level 2)</u>	<u>Signif- icant Unob- servable Inputs (Level 3)</u>
<u>2022</u>					
Short-term investments:	5%				
Cash and sweeps		\$ —	\$ —	\$ —	\$ —
Equity securities:	40%				
Large cap		49,935,580	—	49,935,580	—
Mid cap		13,831,072	—	13,831,072	—
International		8,786,265	—	8,786,265	—
Fixed income securities:	55%				
U.S. Government obligations		<u>46,418,884</u>	<u>—</u>	<u>46,418,884</u>	<u>—</u>
		118,971,801	\$ <u>—</u>	\$ <u>118,971,801</u>	\$ <u>—</u>
Unallocated insurance contract		483,591			
Investments measured at net asset value		<u>180,183,594</u>			
		<u>\$299,638,986</u>			

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

8. Retirement Benefits (Continued)

	Target Allo- cation	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Signif- icant Observ- able Inputs (Level 2)	Signif- icant Unob- servable Inputs (Level 3)
<u>2021</u>					
Short-term investments:	5%				
Cash and sweeps		\$ 31,279,313	\$ 31,279,313	\$ -	\$ -
Equity securities:	40%				
Common stock		146,999,045	146,999,045	-	-
Mutual funds		45,906,905	45,906,905	-	-
Other equities		9,543,525	9,543,525	-	-
Fixed income securities:	55%				
Corporate and foreign bonds		<u>131,505,033</u>	<u>-</u>	<u>131,505,033</u>	<u>-</u>
		365,233,821	<u>\$233,728,788</u>	<u>\$131,505,033</u>	<u>\$ -</u>
Unallocated insurance contract		<u>511,393</u>			
		<u>\$365,745,214</u>			

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

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

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

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

8. Retirement Benefits (Continued)

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

	<u>2022</u>	<u>2021</u>
Service cost	\$ 1,570,217	\$ 1,857,334
Interest cost	11,912,594	11,707,578
Expected return on plan assets	(19,724,636)	(18,685,655)
Amortization:		
Actuarial loss	<u>7,089,022</u>	<u>10,405,213</u>
Net periodic pension cost	<u>\$ 847,197</u>	<u>\$ 5,284,470</u>

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

	<u>2022</u>	<u>2021</u>
Discount rate	2.81%	2.74%

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

There is no loss amount expected to be recognized in net periodic benefit cost in 2023.

Contributions

The System expects to contribute \$5,000,000 to its pension plan in 2023.

Estimated Future Benefit Payments

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

<u>Fiscal Year</u>	<u>Pension Benefits</u>
2023	\$ 12,401,000
2024	13,827,400
2025	15,293,300
2026	16,599,100
2027	17,693,300
Years 2028 – 2032	101,449,000

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

8. Retirement Benefits (Continued)

On May 16, 2019, the Board of Directors of the System resolved to freeze the defined benefit pension plan effective December 31, 2019. Any employee who was a participant of the plan on that date will continue as a participant. No other person will become a participant after that date. Benefits to participants stopped accruing on December 31, 2019. This amendment impacted the present value of accumulated plan benefits by eliminating the increase due to annual benefit accruals.

9. Community Benefits (Unaudited)

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

Charity Care

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

Community Programs and Subsidized Services

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

Government-Sponsored Programs

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

The estimated cost of providing community benefits for the years ended June 30, 2022 and 2021 are summarized below:

	<u>2022</u>	<u>2021</u>
Charity care	\$ 9,391,540	\$ 8,559,989
Community programs and subsidized services	2,046,074	1,848,658
Government-sponsored programs	<u>133,700,772</u>	<u>135,582,830</u>
	<u>\$145,138,386</u>	<u>\$145,991,477</u>

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

9. Community Benefits (Unaudited) (Continued)

In addition, the System provides a significant amount of uncompensated care to patients that are reported as implicit price concessions. For the years ended June 30, 2022 and 2021, the System reported implicit price concession revenue deductions of \$15,902,921 and \$22,165,068, respectively.

10. Functional Expenses

The System provides general health care services to residents within its geographic location including inpatient, outpatient, physician and emergency care. Expenses related to providing these services are as follows for the years ended June 30, 2022 and 2021:

	Health Services	General and Administrative	Total
2022			
Salaries, wages and fringe benefits	\$308,617,602	\$ 47,022,238	\$355,639,840
Supplies and other expenses	139,675,678	117,875,063	257,550,741
Interest	3,004,298	2,979,527	5,983,825
New Hampshire Medicaid Enhancement Tax	26,037,731	—	26,037,731
Depreciation and amortization	<u>7,964,724</u>	<u>13,491,592</u>	<u>21,456,316</u>
	<u>\$485,300,033</u>	<u>\$181,368,420</u>	<u>\$666,668,453</u>
2021			
Salaries, wages and fringe benefits	\$272,503,575	\$ 91,346,357	\$363,849,932
Supplies and other expenses	136,643,793	56,752,881	193,396,674
Interest	3,168,433	3,142,309	6,310,742
New Hampshire Medicaid Enhancement Tax	22,236,061	—	22,236,061
Depreciation and amortization	<u>8,590,724</u>	<u>14,050,975</u>	<u>22,641,699</u>
	<u>\$443,142,586</u>	<u>\$165,292,522</u>	<u>\$608,435,108</u>

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

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

11. Concentration of Credit Risk

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

	<u>2022</u>	<u>2021</u>
Medicare	33%	33%
Medicaid	11	12
Managed care and other	24	25
Patients (self pay)	11	11
Anthem Blue Cross	<u>21</u>	<u>19</u>
	<u>100%</u>	<u>100%</u>

12. Leases

The System leases various office facilities and equipment from unrelated parties under noncancelable operating leases. Total rental expense, including month-to-month rentals, for the years ended June 30, 2022 and 2021 was \$11,053,856 and \$11,261,871, respectively.

Future minimum lease payments required under operating leases as of June 30, 2022 are as follows:

Year Ending June 30:	
2023	\$ 5,419,764
2024	4,981,287
2025	4,912,887
2026	4,924,014
2027	4,936,331
Thereafter	<u>15,425,342</u>
	<u>\$40,599,625</u>

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

13. Fair Value Measurements

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

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

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

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

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

Marketable Equity Securities

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

Fixed Income Securities

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

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

13. Fair Value Measurements (Continued)**Alternative Investments Measured at NAV**

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

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

Beneficial Interests in Perpetual Trusts

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

Employee Benefit Plan and Other

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

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

13. Fair Value Measurements (Continued)Fair Value on a Recurring Basis

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

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<u>2022</u>				
Investments and assets whose use is limited:				
Cash and equivalents	\$ 5,152,774	\$ 5,152,774	\$ —	\$ —
Marketable equity securities:				
Large cap	49,510,289	—	49,510,289	—
Mid cap	17,398,037	—	17,398,037	—
Small cap	1,784,411	—	1,784,411	—
International	7,527,866	—	7,527,866	—
Fixed income securities:				
Governmental and municipal bonds	43,743,143	—	43,743,143	—
Corporate bonds	3,900,327	—	3,900,327	—
Foreign bonds	7,981,191	—	7,981,191	—
Beneficial interests in perpetual trusts	7,630,318	7,630,318	—	—
Employee benefit plans and other	<u>26,723,673</u>	<u>26,723,673</u>	<u>—</u>	<u>—</u>
Investments and assets whose use is limited	171,352,029	<u>\$ 39,506,765</u>	<u>\$ 131,845,264</u>	<u>\$ —</u>
Nonmarketable alternative investment at NAV	11,955,446			
Marketable alternative investments at NAV	107,794,426			
Inflation hedging investments at NAV	<u>5,776,083</u>			
Total assets	<u>\$296,877,984</u>			

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

13. Fair Value Measurements (Continued)

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<u>2021</u>				
Investments and assets whose use is limited:				
Cash and equivalents	\$ 17,687,858	\$ 17,687,858	\$ —	\$ —
Marketable equity securities:				
Common stocks	160,213,388	160,213,388	—	—
Fixed income securities:				
Governmental and municipal bonds	932,510	—	932,510	—
Corporate bonds	87,237,484	—	87,237,484	—
Foreign bonds	632,880	—	632,880	—
Investments in real assets	6,097,611	6,097,611	—	—
Beneficial interests in perpetual trusts	9,060,947	9,060,947	—	—
Employee benefit plans and other	<u>29,554,709</u>	<u>29,554,709</u>	<u>—</u>	<u>—</u>
Investments and assets whose use is limited	311,417,387	<u>\$222,614,513</u>	<u>\$ 88,802,874</u>	<u>\$ —</u>
Nonmarketable investment at NAV	11,246,428			
Marketable alternative investments at NAV	<u>4,638,792</u>			
Total assets	<u>\$327,302,607</u>			

The alternative investments consist of interests in twenty-one and twelve funds at June 30, 2022 and 2021, respectively, that are measured at NAV.

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

13. Fair Value Measurements (Continued)Net Assets Value Per Share

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

<u>Investment</u>	<u>Net Asset Value</u>	<u>Unfunded Commitment of the Hospital</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
2022				
Global equity fund	\$ 98,468	\$ 195,934	Illiquid	N/A
Commingled REIT fund	178,973	1,971,361	Illiquid	N/A
Equity fund	397,906	343,107	Illiquid	N/A
Multi-strategy hedge fund	676,995	1,001,877	Illiquid	N/A
Multi-strategy hedge fund	743,783	—	Annually	N/A
Multi-strategy hedge fund	780,889	—	Illiquid	N/A
Multi-strategy hedge fund	1,048,119	34,480	Illiquid	N/A
Multi-strategy hedge fund	2,011,436	—	Illiquid	N/A
Multi-strategy hedge fund	2,481,500	—	Quarterly	100 days
Commingled REIT fund	2,703,183	—	Monthly	3 days
Commingled REIT fund	2,893,927	—	Monthly	3 days
International equity fund	5,952,450	—	Monthly	2 weeks
Multi-strategy hedge fund	3,716,350	—	Quarterly	95 days
Emerging equity fund	7,753,575	—	Monthly	2 business days
Emerging equity fund	8,099,182	—	Monthly	2 weeks
Fixed income fund	10,790,600	—	Daily	1 business day
Fixed income fund	11,317,613	—	Daily	15 business days
International equity fund	12,370,494	—	Daily	2 business days
Global equity fund	14,875,555	—	End of month, semi-monthly	1 week
International equity fund	17,114,936	—	Weekly	4 business days
Fixed income fund	19,520,021	—	Daily	5 business days
2021				
Multi-strategy hedge fund	\$ 811,845	\$ —	Illiquid	N/A
Global equity fund	144,844	196,772	Illiquid	N/A
Commingled REIT fund	219,069	1,971,361	Illiquid	N/A
Multi-strategy hedge fund	989,635	—	Annually	N/A
Multi-strategy hedge fund	3,416,275	—	Quarterly	95 days
Multi-strategy hedge fund	1,049,383	34,480	Illiquid	N/A
Equity fund	320,766	650,457	Illiquid	N/A
Multi-strategy hedge fund	2,040,572	—	Illiquid	N/A
Multi-strategy hedge fund	2,342,910	—	Quarterly	100 days
Multi-strategy hedge fund	2,283,164	—	Monthly	3 days
Multi-strategy hedge fund	2,136,561	—	Monthly	3 days
Multi-strategy hedge fund	130,196	1,778,125	Illiquid	N/A

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

13. Fair Value Measurements (Continued)

The illiquid investments noted above generally are investments which require a long-term investment commitment, are not publicly traded, and are intended to be held for the life of the investment fund or partnership. Accordingly, any attempt to sell these investments before the end of their investment period could result in the System realizing less than fair value at the time of any early redemptions.

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

Investment Strategies

Fixed Income Securities (Debt Instruments)

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

Marketable Equity Securities

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

Marketable Alternative Investments Measured at NAV

The role of marketable alternative (MALT) investments, often referred to as "hedge funds," is to increase portfolio diversification through offering sources of return that are not generally correlated with traditional equity and fixed income markets. Also, MALT investments provide relatively consistent returns and principal protection in significantly down equity markets, while reducing overall volatility of the portfolio. Investments in the MALT program may take the form of direct investment in a single manager or fund-of-funds manager. MALT managers may engage in the use of derivatives (options/futures/forwards) as part of their investment strategy. MALT investments are generally less liquid than their traditional equity counterparts as most MALT managers have entry/exit terms and capital lockup periods that range from monthly to two years.

Inflation Hedging Alternative Investments Measured at NAV

The purpose of inflation hedging investments such as, but not limited to, private real estate, real estate investment trusts (REITs), oil and gas partnerships, TIPS, and commodities is to protect the purchasing power of the Fund against unexpected or severe inflation. Inflation hedging investments in REITs, TIPS and commodities are significantly more liquid than investments in oil and gas partnerships and private real estate.

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

13. Fair Value Measurements (Continued)**Nonmarketable Alternative Investments Measured at NAV**

The purpose of "alternative" assets such as, but not limited to, venture capital, private equity, and distressed securities investments is to provide increased return potential and to reduce overall volatility of the Fund through greater diversification. These investments can be made either in the form of direct investment, partnerships, fund-of-funds or with an investment manager. These assets are less liquid and require a longer investment horizon. Most require a multi-year commitment of capital.

14. Medicaid Enhancement Tax and Disproportionate Share

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.4% of the Hospital's patient service revenues in State fiscal years 2022 and 2021, with certain exclusions. The amount of the tax provided for by the Hospital for the years ended June 30, 2022 and 2021 was \$26,037,731 and \$22,236,061, respectively.

The State provides disproportionate share payments (DSH) to hospitals based on a set percentage of uncompensated care provided. The Hospital received \$23,138,506 and \$17,711,960 during the years ended June 30, 2022 and 2021, respectively. Reserves on these receipts were established for \$2,313,851 and \$1,771,195 at June 30, 2022 and 2021, respectively, as these programs are subject to the State DSH annual audit and potential redistributions.

15. Pledges Receivable

Pledges receivable represent promises to give and are predominantly related to a capital campaign for a regional cancer center. Pledges expected to be collected within one year are recorded at their net realizable value. Pledges that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The present value of estimated future cash flows has been measured utilizing risk-free rates of return adjusted for market and credit risk established at the time a contribution is received. Amounts expected to be collected within a year are included within other current assets and the remaining amounts are included within other assets on the consolidated balance sheets as of June 30, 2022 and 2021.

Pledges are expected to be collected as follows at June 30, 2022:

One year or less	\$ 908,886
Between one year and two years	8,500
Between two years and three years	280,000
Between three years and four years	72,856
Between four years and five years	111,903
Thereafter	<u>216,000</u>
Pledges receivable	1,598,145
Present value discount	(101,774)
Allowance for uncollectible pledges	<u>(85,006)</u>
Pledges receivable, net	<u>\$1,411,365</u>

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

16. Financial Assets and Liquidity Resources

As of June 30, 2022, financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, consisted of the following:

Cash and cash equivalents	\$148,300,344
Accounts receivable	50,461,346
Amounts due from SolutionHealth, Inc.	<u>32,959,764</u>
	<u>\$231,721,454</u>

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets and investments without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of June 30, 2022, the balances in board-designated assets and investments were \$124,150,212 and \$109,197,552, respectively.

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

Greg Baxter, MD

Loretta L.C. Brady, Ph.D., MAC

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Eva Martel

Heidi Meinz, MD

John Mercier

Daniel Monfried, Chair

Charles Rolecek

Philip Taub, Esquire

James J. Tenn, Jr., Esquire, Vice Chair

Karen Van Der Beken

Annette Escalante, MSW, MLADC

Undergraduate Degree: Springfield College, BA

Major: Human Services

Graduate Degree: University of New Hampshire, MSW

Major: Social Work

Master Licensed Alcohol Drug Counselor (MLADC) #599

State of New Hampshire

Languages: Bilingual/Bicultural English/Spanish (Verbal and Written)

Community Interest

NH Providers Association-President

2009-2015

NH Alcohol & Drug Abuse Counselors Association

2012-2017

NH Board for Licensing Alcohol & Drug Abuse Counselors

2016-2018

NH Drug Overdose Fatality Review Committee

2016-2017

Executive Director of the Governor's Commission on Alcohol and Other Drugs

2017-2020

Governor's Commission on Alcohol and Other Drugs

2022-current

9/20-current

Farnum Center, Easterseals NH

Senior Vice President

- Oversight of all clinical and administration programs and personnel.
- Develop and supervise provisions of all clinical records and programs offered by the Agency.
- Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.
- Report on administrative, financial, professional and programmatic information and statistics as required.
- Coordinate and implement staff and provide training to insure the provision of high-quality services.
- Plan, develop, implement and monitor program services throughout assigned regions.
- Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.
- Identify appropriate outcome goals and monitor regularly.
- Participate in meetings with the Board of Directors and subcommittees as appropriate.
- Work collaboratively with other departments within the agency to build communication, maximize resources and develop shared goals.
- Establish an Easterseals NH presence within each community served by the department, either personally or by delegation to management staff within the department.
- Provide leadership and demonstrated commitment to the mission, vision and values of the agency.

10/17-9/20

NH DHHS, Bureau of Drug Alcohol Services

Director

- Direct Bureau activities and staff responsible for program planning, implementation and evaluation; policy and systems development and changes; and administrative, financial, business and personnel management.
- Direct the implementation, integration, and coordination of all Bureau programs and activities, initiatives, and contracted services, ensuring compliance with agency and federal requirements.

- Provide leadership in planning and promoting the operations and goals of the Department's substance use services, including strong communication skills and the ability to work effectively with the media.
- Provide subject matter expertise on substance use disorder and substance use services in various cross discipline initiatives.
- Advise Division Director and Department leadership on substance use disorder and substance use services policy and programing.
- Testify before the state legislature, public and legislative hearings, and advisory and oversight committees to educate and promote understanding of Bureau programs, goals, and mandates; affect public policy decisions; and provide information as requested.
- Serve as Executive Director of the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment. Work with the Commission's chair to set goals and objectives and works collaboratively with the membership to ensure implementation of the goals and objectives, including oversight of the commission's funding.
- Serve on the DHHS Division of Behavioral Health Management Team to work collaboratively with other Team members in the integration of behavioral health services as well as promoting the full continuum of care.
- Participate in state, regional and national efforts to address substance use and misuse by NH residents.

7/09-10/17

Keystone Hall, Nashua, NH

Vice President

- Responsible for the leadership, direction, and oversight of the agency.
- Develop and implement mission, goals and objectives of Keystone Hall programs.
- Enhance and/or develop, implement and enforce policies and procedures of the organization by way of systems that will improve the overall operation and effectiveness of the agency.
- Responsible for the full continuum of services including substance use residential services, inpatient and outpatient services, federal and state grants.
- Establish, implement and monitor standards of care as defined by governing state and federal agencies including but not limited to licensing requirements.
- Coordinate and maximize services delivery within the program and across the agency.
- Insure timely submission of all required reports under all contract and grants.
- Establish and achieve programmatic financial goals and objectives for all programs.
- Recruit, hire and evaluate direct report positions.
- Identify and develop opportunities for program growth and development.
- Attend meetings and maintain funding and relationships with community partners.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

11/2007-7/09

New Hampshire Department of Corrections, Concord, NH

Administrator of Women Offenders and Family Services (Promotion)

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.

- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy and the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Supervision of staff working with female offenders.
- Act as liaison to the interagency coordinating council for women offenders and the department of corrections.

9/2005-11/2007

New Hampshire Department of Corrections, Goffstown, NH

Correctional Counselor/Case Manager-Changed to Program Coordinator

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues regarding their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

5/2004-9/2005

City of Manchester/Office of Youth Services, Manchester, NH

- **Social Worker/Youth Counselor**
- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.

- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse services within the community.
- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
Provided translation for Spanish speaking clients.

6/2000-5/2004

New Hampshire Housing Finance Authority, Bedford, NH

Program Monitor

- Monitored low- income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section 8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provided translation services for Spanish speaking tenants, landlords and staff members.

9/1999-6/2000

New Hampshire Department of Corrections, Laconia, NH

Correctional Counselor/Case Manager

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues regarding their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

11/1997-9/1999

New Hampshire AIDS Foundation, Manchester, NH

Outreach Program Coordinator

- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.

- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

7/1996-11/1997

City of Manchester Office of Youth Services, Manchester, NH

Youth Outreach Counselor

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

6/1994-7/1996

Providence Hospital, Holyoke, MA

Substance Abuse Counselor

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients in detox.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.
- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.
- Coordinated Methadone intakes and insurance billing.
- Provided translation services for Spanish speaking clients

2/1990-6/1994

YWCA, Springfield, MA

Counselor Advocate

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four-hour hotline coverage for abuse and sexual assault victims.
- Provided Legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data, demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.

References available upon request.

SHANNON RONDEAU, RN, CARN

C

SUMMARY

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

PROFESSIONAL EXPERIENCE

ELLIOT HEALTH SYSTEM, Manchester, NH

October 2019 – Present

MAT Nurse Care Coordinator

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

SOBRIETY CENTERS OF NH-ANTRIM HOUSE, Antrim, NH

December 2017 – October 2019

Professional Registered Nurse

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

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH

March 2017 – December 2017

ACO Care Coordinator

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

ANTHEM, INC., Manchester, NH

January 2016 – October 2016

Senior Clinical Care Consultant

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

DARTMOUTH-HITCHCOCK MEDICAL CENTER, Bedford, NH

December 2013 – January 2016

Manager Clinical Population Health, ACO Support

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

Health Coach, Center for Shared Decision Making

March 2013 – December 2013

Collaborated with multidisciplinary clinical teams in the patient centered medical home engaged in quality improvement processes to implement health coaching practice and patient engagement interventions within current workflows. Worked directly with the site coordinator to ensure delivery of high-quality, evidence-based, and patient-centered health coaching services while adhering to standard operating procedures with a high level of independence.

HEALTH DIALOG, Bedford, NH

August 2011 – December 2012

RN Manager / Community Leader

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

RN / Health Coach

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

DARTMOUTH MEDICAL SCHOOL, ADDICTION RESEARCH CENTER, Hanover, NH

August 2007 – February 2012

RN / Project Coordinator III

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

TOWN OF ANTRIM FIRE/RESCUE, Antrim, NH

July 2015 – September 2021

Volunteer EMT/Firefighter

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

EDUCATION

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

LICENSURE & CERTIFICATION

- **New Hampshire Registered Nurse**
 -
- **Certified Addictions Registered Nurse**
 -

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Annette Escalante	Dir. Substance Use Services Department	\$27,004.50
Shannon Rondeau, RN	Nurse Care Coordinator	\$65,252.36
	Total	\$92,256.86



Lori A. Shibette
Commissioner

Katja S. Fox
Director

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

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

November 8, 2022

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

REQUESTED ACTION

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

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	174360	Manchester	\$376,490	\$154,300	\$530,790	O: 1/9/19 Item #9 A1: 6/24/20 Item #30 A2: 1/22/21 Item #22 A3: 10/13/21 Item #31 A4: 6/15/22 Item #24
Mary Hitchcock Memorial Hospital	177651	Lebanon	\$703,312	\$298,247	\$998,559	O: 12/5/18 Item #22 A1: 6/24/20 Item #30 A2: 1/22/21 Item #22 A3: 10/13/21 Item #31 A4: 6/15/22 Item #24

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Concord Hospital, Inc. - Laconia	355356	Laconia	\$207,126	\$175,203	\$382,329	O: 6/2/21 Item #27 A1: 010/13/2 1Item #31 A2: 6/15/22 Item #24
Total:			\$1,286,928	\$624,750	\$1,911,678	

*The previous requested action included agreements that have expired.

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,



Lori A. Shibanette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET
MOUD Services

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

Vendor Name Elliot Hospital of the City of Manchester

Vendor # 174360

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

Vendor Name Mary Hitchcock Memorial Hospital

Vendor # 176651

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

Vendor Name Concord Hospital, Inc. - Laconia

Vendor # 355356

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

Overall Total	\$1,286,928.00	\$624,750.00	\$1,911,678.00
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**State of New Hampshire
Department of Health and Human Services
Amendment #5**

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$530,790
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit A, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, by adding Paragraph 8.13, to read:
8.13 The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve Government Performance and Results Act (GPRA) collection.
5. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 1, to read:
 1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H7gTtci81685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 09/23/22, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326 and FAIN H79TI085759.
6. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-11, Amendment #5 Budget, SOR #1166

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

5.1.3.1.4. Food or water.

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

5.1.3.1.7. RESERVED

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

DS
DGB

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

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

State of New Hampshire
Department of Health and Human Services

11/9/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Elliot Hospital of the City of Manchester

DocuSigned by:

Dr. Gregory Baxter

Name: Dr. Gregory Baxter

Title: President/CEO

11/4/2022

Date

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

OFFICE OF THE ATTORNEY GENERAL

11/9/2022

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

BT-1.0

Exhibit B-10, Amendment #5, Budget, SOR III

RFP-2019-BDAS-05-MEDIC-01-A05

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name: <u>Elliot Hospital of the City of Manchester</u>			
Budget Request for: <u>Medications for Opioid Use Disorder</u>			
Budget Period <u>FY23 - (September 30, 2022 - June 30, 2023)</u>			
Indirect Cost Rate (if applicable) <u>10.00%</u>			
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$86,000	\$0	\$86,000
2. Fringe Benefits	\$17,123	\$0	\$17,123
3. Consultants	\$0	\$0	\$0
4. Equipment		\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office		\$0	\$0
6. Travel	\$0	\$0	\$0
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$5,000	\$0	\$5,000
8. (c) Other - Other (please specify)			
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$108,123	\$0	\$108,123
Total Indirect Costs	\$10,812	\$0	\$10,812
TOTAL	\$118,935	\$0	\$118,935

Contractor Initials

DGB

Date 11/4/2022

BT-1.0

Exhibit B-11, Amendment #5, Budget, SOR III

RFP-2019-BDAS-05-MEDIC-01-A05

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:		Elliot Hospital of the City of Manchester	
Budget Request for:		Medications for Opioid Use Disorder	
Budget Period		FY24 - (July 1, 2023 - September 29, 2023)	
Indirect Cost Rate (if applicable)		10.00%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$26,920	\$0	\$26,920
2. Fringe Benefits	\$3,230	\$0	\$3,230
3. Consultants	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$2,000	\$0	\$2,000
8. (c) Other - Other (please specify)			
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$32,150	\$0	\$32,150
Total Indirect Costs	\$3,215	\$0	\$3,215
TOTAL	\$35,365	\$0	\$35,365

Contractor Initials

DGB

Date 11/4/2022



Leri A. Shibanets
Commissioner

Katja S. Fox
Director

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

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

June 1, 2022

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

REQUESTED ACTION

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

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

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

24 mac

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

						A1: 6/24/20, Item #30 A2: 1/22/21, Item #22 A3: 9/29/21 Item #31
Harbor Homes, Inc.	155358	Nashua	\$271,428	\$0	\$271,428	O: 12/5/18 Item #22
Riverbend Community Mental Health, Inc.	177192	Concord	\$271,428	\$0	\$271,428	O: 12/5/18, Item #22
Concord Hospital - Laconia	355256	Laconia	\$144,049	\$63,077	\$207,126	O: 6/2/2021, Item #27 A1: 9/29/21 Item #31
		Total:	\$1,963,617	\$305,793	\$2,269,310	

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details

EXPLANATION

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

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

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

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

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

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

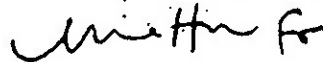
Should the Governor and Executive Council not authorize this request, Individuals with Opioid Use Disorders, in need of Medications for Substance Use Disorder and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This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

Areas Served: Manchester, Laconia, and Lebanon regions

Source of Funds: CFDA #93.788, FAIN # H79T1083326.

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

Respectfully submitted,



Lori A. Shiblinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

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

Vendor Name Elliot Hospital of the City of Manchester					Vendor # 174360	
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$40,734.00	\$0.00	\$40,734.00
2020	102/500731	Contracts for Program Services	92057040	\$97,132.00	\$0.00	\$97,132.00
2021	102/500731	Contracts for Program Services	92057040	\$28,500.00	\$0.00	\$28,500.00
2021	102/500731	Contracts for Program Services	92057047	\$15,062.00	\$0.00	\$15,062.00
2021	102/500731	Contracts for Program Services	92057048	\$60,000.00	\$0.00	\$60,000.00
2022	102/500731	Contracts for Program Services	92057048	\$30,000.00	\$0.00	\$30,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	\$52,531.00	\$0.00	\$52,531.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$35,021.00	\$35,021.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$17,510.00	\$17,510.00
Sub Total				\$323,959.00	\$52,531.00	\$376,490.00

Vendor Name Harbor Homes, Inc.					Vendor # 155358	
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$135,714.00	\$0.00	\$135,714.00
2020	102/500731	Contracts for Program Services	92057040	\$135,714.00	\$0.00	\$135,714.00
2021	102/500731	Contracts for Program Services	92057040	\$0.00	\$0.00	\$0.00
2021	102/500731	Contracts for Program Services	92057047	\$0.00	\$0.00	\$0.00
2021	102/500731	Contracts for Program Services	92057048	\$0.00	\$0.00	\$0.00
2022	102/500731	Contracts for Program Services	92057048	\$0.00	\$0.00	\$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$0.00	\$0.00
Sub Total				\$271,428.00	\$0.00	\$271,428.00

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

Vendor Name Mary Hitchcock Memorial Hospital					Vendor # 176651	
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$0.00	\$0.00	\$0.00
2020	102/500731	Contracts for Program Services	92057040	\$155,841.00	\$0.00	\$155,841.00
2021	102/500731	Contracts for Program Services	92057040	\$42,000.00	\$0.00	\$42,000.00
2021	102/500731	Contracts for Program Services	92057047	\$30,124.00	\$0.00	\$30,124.00
2021	102/500731	Contracts for Program Services	92057048	\$120,000.00	\$0.00	\$120,000.00
2022	102/500731	Contracts for Program Services	92057048	\$60,000.00	\$0.00	\$60,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	\$105,062.00	\$0.00	\$105,062.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$125,128.00	\$125,128.00
2023	074/500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$65,057.00	\$65,057.00
Sub Total				\$513,127.00	\$190,185.00	\$703,312.00

Vendor Name Riverbend Community Mental Health					Vendor # 177192	
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$101,786.00	\$0.00	\$101,786.00
2020	102/500731	Contracts for Program Services	92057040	\$135,714.00	\$0.00	\$135,714.00

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

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

Vendor Name Concord Hospital - Laconia

Vendor # 355356

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

Overall Total	\$1,963,517.00	\$305,793.00	\$2,269,310.00
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**State of New Hampshire
Department of Health and Human Services
Amendment #4**

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$376,490.
3. Modify Exhibit B-7, Amendment #7 Budget, SOR II, by replacing it in its entirety with Exhibit B-8, Amendment #4 Budget, which is attached hereto and incorporated by reference herein.
4. Add Exhibit B-9 Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/19/2022

Date

Designated by:

Karla S. Fox

Name: Karla S. Fox

Title: Director

Elliot Hospital of the City of Manchester

5/18/22
Date

Name:

Title:

W. Gregory Baxter, MD
President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/1/2022

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

BT-1.0

Exhibit B-8 Amendment #4 Budget

RFP-2019-BDAS-05-MEDIC-01-A04

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

Contractor Initials

Date 5/8/22

BT-1.0

Exhibit B-6 Amendment #4 Budget

RFP-2019-BDAS-05-MEDIC-01-A04

New Hampshire Department of Health and Human Services			
Contractor Name: <i>Elliot Hospital of the City of Manchester</i>			
Budget Request for: <i>Medication Assisted Treatment</i>			
Budget Period: <i>7/01/2022-9/28/2022 (FY23)</i>			
Indirect Cost Rate (if applicable) <i>0.00%</i>			
Line Item	Program Cost Funded by DHHS	Program Cost Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$13,000	\$0	\$13,000
2. Fringe Benefits	\$2,010	\$0	\$2,010
3. Consultants	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$2,500	\$0	\$2,500
8. (c) Other - Other (please specify)			
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$17,510	\$0	\$17,510
Total Indirect Costs	\$0	\$0	\$0
TOTAL	\$17,510	\$0	\$17,510

Contractor Signature

Date *5/18/22*

31 mac



Lari A. Sabbatino
Comptroller

Katja S. Fox
Director

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

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

August 20, 2021

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

REQUESTED ACTION

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

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Elliot Hospital of the City of Manchester	174360	Manchester	\$271,428	\$52,631	\$323,959	O: 1/9/19, Item 09 A1: 8/24/21, Item 030 A2: 1/22/21, Item 022
LRGHealthcare	177161	Leconia	\$439,526	\$0	\$439,526	O: 12/5/18, Item 022 A1: 1/22/19, Item 022
Mary Hitchcock Memorial Hospital	177651	Lebanon	\$408,065	\$105,062	\$513,127	O: 12/6/18, Item 022 A1: 8/24/20, Item 030 A2: 1/22/21, Item 022
Harbor Homes, Inc.	155358	Nashua	\$271,428	\$0	\$271,428	O: 12/5/18, Item 022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Riverbend Community Mental Health, Inc.	177192	Concord	\$271,428	\$0	\$271,428	O: 12/5/18, Item #22
Concord Hospital - Laconia	355258	Laconia	\$88,000	\$49,049	\$144,049	O: 6/2/2021, Item #27
Total:			\$1,756,876	\$208,642	\$1,963,517	

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Area Served: Area served: Manchester, Laconia, and Lebanon regions

Source of Funds: CFDA #93.788, FAIN #TI081685 and CFDA #93.788, FAIN #TI083328.

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

Respectfully submitted,



Lori A. Shabinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

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

Vendor Name Elliot Hospital of the City of Manchester					Vendor # 174360	
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$40,734.00	\$0.00	\$40,734.00
2020	102/500731	Contracts for Program Services	92057040	\$97,132.00	\$0.00	\$97,132.00
2021	102/500731	Contracts for Program Services	92057040	\$28,500.00	\$0.00	\$28,500.00
2021	102/500731	Contracts for Program Services	92057047	\$15,062.00	\$0.00	\$15,062.00
2021	102/500731	Contracts for Program Services	92057048	\$60,000.00	\$0.00	\$60,000.00
2022	102/500731	Contracts for Program Services	92057048	\$30,000.00	\$0.00	\$30,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$52,531.00	\$52,531.00
		Sub Total		\$271,428.00	\$52,531.00	\$323,959.00

Vendor Name Harbor Homes, Inc.					Vendor # 155358	
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$135,714.00	\$0.00	\$135,714.00
2020	102/500731	Contracts for Program Services	92057040	\$135,714.00	\$0.00	\$135,714.00
2021	102/500731	Contracts for Program Services	92057040	\$0.00	\$0.00	\$0.00
2021	102/500731	Contracts for Program Services	92057047	\$0.00	\$0.00	\$0.00
2021	102/500731	Contracts for Program Services	92057048	\$0.00	\$0.00	\$0.00
2022	102/500731	Contracts for Program Services	92057048	\$0.00	\$0.00	\$0.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$0.00	\$0.00
		Sub Total		\$271,428.00	\$0.00	\$271,428.00

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

Vendor Name Mary Hitchcock Memorial Hospital					Vendor # 176851	
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$0.00	\$0.00	\$0.00
2020	102/500731	Contracts for Program Services	92057040	\$155,841.00	\$0.00	\$155,841.00
2021	102/500731	Contracts for Program Services	92057040	\$42,000.00	\$0.00	\$42,000.00
2021	102/500731	Contracts for Program Services	92057047	\$30,124.00	\$0.00	\$30,124.00
2021	102/500731	Contracts for Program Services	92057048	\$120,000.00	\$0.00	\$120,000.00
2022	102/500731	Contracts for Program Services	92057048	\$60,000.00	\$0.00	\$60,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$105,062.00	\$105,062.00
		Sub Total		\$408,065.00	\$105,062.00	\$513,127.00

Vendor Name Riverbend Community Mental Health					Vendor # 177192	
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$101,785.00	\$0.00	\$101,785.00
2020	102/500731	Contracts for Program Services	92057040	\$135,714.00	\$0.00	\$135,714.00
2021	102/500731	Contracts for Program Services	92057040	\$33,928.00	\$0.00	\$33,928.00
2021	102/500731	Contracts for Program Services	92057047	\$0.00	\$0.00	\$0.00
2021	102/500731	Contracts for Program Services	92057048	\$0.00	\$0.00	\$0.00
2022	102/500731	Contracts for Program Services	92057048	\$0.00	\$0.00	\$0.00

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

2022	074/500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$0.00	\$0.00
		Sub Total		\$271,428.00	\$0.00	\$271,428.00
Vendor Name Concord Hospital - Leconte				Vendor # 355356		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$0.00	\$0.00	\$0.00
2020	102/500731	Contracts for Program Services	92057040	\$0.00	\$0.00	\$0.00
2021	102/500731	Contracts for Program Services	92057040	\$0.00	\$0.00	\$0.00
2021	102/500731	Contracts for Program Services	92057047	\$33,000.00	\$0.00	\$33,000.00
2021	102/500731	Contracts for Program Services	92057048	\$14,000.00	\$0.00	\$14,000.00
2022	102/500731	Contracts for Program Services	92057048	\$48,000.00	\$0.00	\$48,000.00
2022	074/500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$49,049.00	\$49,049.00
		Sub Total		\$93,000.00	\$49,049.00	\$144,049.00
Overall Total				\$1,758,875.00	\$208,842.00	\$1,963,617.00

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 9, 2018 (Item #9), as amended on June 24, 2020 (Item #30), as amended on January 22, 2021 (Item #22), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended, and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$323,959.
3. Modify Exhibit A, Section 8, State Opioid Response (SOR) Grant Standards, Subsection 8.3, to read:
8.3. Reserved
4. Modify Exhibit A, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, Paragraph 8.10, to read:
8.10. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana for treatment using marijuana. The Contractor shall ensure:
 - 8.10.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 8.10.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - 8.10.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
5. Modify Exhibit A, Scope of Services, Section 8, State Opioid Response (SOR) Grant Standards, by adding Paragraph 8.12, to read:
8.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan

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Includes:

- 8.12.1. Internal policies for the distribution of Fentanyl strips;
- 8.12.2. Distribution methods and frequency; and
- 8.12.3. Other key data, as requested by the Department.

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

1. This Agreement is funded by 100% Federal funds from the State opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIR H79TI081885, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIR H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIR H79TI083328.

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

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-7 Amendment #3 Budget, SOR II.

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

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

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

- 5.1.1. General Ledger showing revenue and expenses for the contract.
- 5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 5.1.2.1. Per 45 CFR Part 75.430(l)(1), Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 5.1.3. Invoices supporting expenses reported.
 - 5.1.3.1. Unallowable expenses include, but are not limited to:
 - 5.1.3.1.1. Amounts belonging to other programs.
 - 5.1.3.1.2. Amounts prior to effective date of contract.
 - 5.1.3.1.3. Construction or renovation expenses.
 - 5.1.3.1.4. Food or water for employees.
 - 5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or

provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

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

5.1.3.1.8. Cell phones and cell phone minutes for clients.

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

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

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

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

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

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

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

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

State of New Hampshire
Department of Health and Human Services

Designated by:

Katja Fox

Consent of:

Name: Katja Fox

Title: Director

Elliot Hospital of the City of Manchester

9/9/2021

Date

9.9.21

Date

Name:

Title:

Gregory Baxter, MD
President

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

OFFICE OF THE ATTORNEY GENERAL

9/13/2021

Date

Digitally signed by:

J. Christopher Marshall

Name: J. Christopher Marshall

Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

~~CONFIDENTIAL~~

TABLE IV.

Here Indicate the Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET POWER

Check this space, also printed on the City of Rochester
 Fiscal Year beginning October 1, 1968
 Budget Period: 1978 (indicate year)

BUDGET POWER	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	237
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Lori A. Shibley
Commissioner

Katja S. Fox
Director

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

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

January 4, 2021

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

REQUESTED ACTION

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

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

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

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

See attached fiscal details.

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

EXPLANATION

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

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

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

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

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

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

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

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

Source of Funds: CFDA #93.788, FAIN #T1081685 and CFDA #93.788, FAIN #T1083326.

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

Respectfully submitted,



Lori A. Weaver
Deputy Commissioner

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

**03-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF BUREAU
OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT
100% Federal Funds CFDA #93.788 FAIN H79T1081685 and H79T1083326**

Elliot Hospital of the City of Manchester

Vendor # 174360

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 107,214	\$ (66,480)	\$ 40,734
2020	102/500731	Contracts for Program Services	92057040	\$ 135,714	\$ (38,582)	\$ 97,132
2021	102/500731	Contracts for Program Services	92057040	\$ 28,500	\$ -	\$ 28,500
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 15,082	\$ 15,082
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 60,000	\$ 60,000
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 30,000	\$ 30,000
		Sub Total		\$ 271,428	\$ -	\$ 271,428

Harbor Homes, Inc

Vendor # 155358

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

LRGHealthcare

Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 135,714	\$ -	\$ 135,714
2020	102/500731	Contracts for Program Services	92057040	\$ 135,714	\$ -	\$ 135,714
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 24,098	\$ 24,098
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 98,000	\$ 98,000
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 48,000	\$ 48,000
		Sub Total		\$ 271,428	\$ 168,098	\$ 439,526

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

Mary Hitchcock Memorial Hospital

Vendor # 176651

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 113,485	\$ (113,485)	\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 155,941	\$ -	\$ 155,941
2021	102/500731	Contracts for Program Services	92057040	\$ 42,000	\$ -	\$ 42,000
2023	102/500731	Contracts for Program Services	92057047	\$ -	\$ 30,124	\$ 30,124
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 120,000	\$ 120,000
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 60,000	\$ 60,000
		Sub Total		\$ 311,426	\$ 96,639	\$ 408,065

Riverbend Community Mental Health

Vendor # 177192

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

Overall Total	\$ 1,397,138	\$ 264,737	\$ 1,661,875
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New Hampshire Department of Health and Human Services
Medication Assisted Treatment



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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$271,428.
3. Modify Exhibit A, Scope of Services, Section 2, Section 2, Scope of Work – Community Based, Subsection 2.7, Paragraph 2.7.3, to read:
2.7.3. Reserved.
4. Modify Exhibit A, Scope of Services, Section 2, Section 2, Scope of Work – Community Based, Subsection 2.7, Paragraph 2.7.4, to read:
2.7.4. Coordinate all services delivered to patients with the local Regional Hub for OUD services (hereafter referred to as "Doorway") including, but not limited to accepting clinical evaluation results for level of care placement from the Doorway.
5. Modify Exhibit A, Scope of Services, Section 2, Section 2, Scope of Work – Community Based, Subsection 2.11, to read:
2.11. The Contractor shall collaborate and develop formal referral and information sharing agreements with other providers that offer services to individuals with OUD, including the local Doorway.
6. Modify Exhibit A, Scope of Services, Section 2, Scope of Work – Community Based, Subsection 2.12, to read:
2.12. The Contractor shall communicate client needs with the Doorway(s) to ensure client access to financial assistance through flexible needs funds managed by the Doorway(s).
7. Modify Exhibit A, Scope of Services, Section 6, Reporting and Deliverable Requirements, Subsection 6.1, to read:
6.1. The Contractor shall ensure their MAT Nurse Care Coordinators coordinate the sharing of

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment**



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

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

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

- 6.2.1. Diagnoses.
- 6.2.2. Demographic characteristics.
- 6.2.3. Substance use.
- 6.2.4. Services received.
- 6.2.5. Types of MAT received.
- 6.2.6. Length of stay in treatment.
- 6.2.7. Employment status.
- 6.2.8. Criminal justice involvement.
- 6.2.9. Housing.

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

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

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

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

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

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

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

8. State Opioid Response (SOR) Grant Standards

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

- 8.1.1. Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
- 8.1.2. Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.
- 8.1.3. Only provides medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment**



appropriate.

- 8.2. The Contractor shall ensure that only FDA-approved MAT for OUD is utilized.
- 8.3. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 8.4. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.
- 8.5. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 8.5.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 8.5.2. The Department reserves the right to terminate the contract and liquidated unspent funds, if services are not in place within ninety (90) days of the contract effective date.
- 8.6. The Contractor shall accept clients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 8.7. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 8.8. The Contractor shall ensure that all clients are regularly screened for, tobacco use, treatment needs and referral to the QuillLine as part of treatment planning.
- 8.9. The Contractor shall collaborate with the Department to understand and comply with all appropriate DHHS, State of NH, SAMHSA, and other Federal terms, conditions, and requirement.
- 8.10. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
 - 8.10.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 8.10.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - 8.10.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
 - 8.10.4. Attestations will be provided to the Contractor by the Department.
 - 8.10.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 8.11. The Contractor shall refer to Exhibit C for grant terms and conditions including, but not

New Hampshire Department of Health and Human Services
Medication Assisted Treatment



limited to:

8.11.1. Invoicing;

8.11.2. Funding restrictions; and

8.11.3. Billing.

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

New Hampshire Department of Health and Human Services
Medication Assisted Treatment



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

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

State of New Hampshire
Department of Health and Human Services

12/14/2020

Date

Designated by:

Katja Fox

Name: Katja Fox

Title: Director

Elliot Hospital of the City of Manchester

12-8-20

Date

Name:
Title:

W. Gregory Baxter, MD
President

DocuSign Envelope ID: 24784B81-FC4D-4B97-8979-88A3A5FD9837

New Hampshire Department of Health and Human Services
Medication Assisted Treatment



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

OFFICE OF THE ATTORNEY GENERAL

12/22/2020

Date

Designated by:

A handwritten signature in black ink, appearing to read "Catherine Pinos".

Name: Catherine PINOS

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services
Medication Assisted Treatment

EXHIBIT B Amendment #2



Methods and Conditions Precedent to Payment

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

New Hampshire Department of Health and Human Services
Medication Assisted Treatment

EXHIBIT B Amendment #2



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

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

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

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

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

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

5.1.3. Invoices supporting expenses reported.

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

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

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

5.1.3.1.6. Fines, fees, or penalties.

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

5.1.3.1.8. Cell phones and cell phone minutes for clients.

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

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

New Hampshire Department of Health and Human Services
Medication Assisted Treatment
EXHIBIT B Amendment #2



- 5.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 5.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 5.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

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

8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
9. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services, including failure to submit required monthly and/or quarterly reports.
13. Notwithstanding Paragraph 18 of the General Provisions P-37, charges limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

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

Editor: Hope of the City of Manchester

Exhibit B Amendment #2

Contractor Initials: [Signature]

RFP-2019-BDAS-05-MEDIC-01-A02

Page 3 of 4

Date: 12-8-20

Rev. 01/09/19

New Hampshire Department of Health and Human Services
Medication Assisted Treatment

EXHIBIT B Amendment #2



- 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 14.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

AB
12.5.20

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THE UNIVERSITY OF THE STATE OF NEW YORK
IN SENATE
JANUARY 12, 1910.

[illegible]

1.2.2. Method of sample collection

Letter 8-4, Attachment to Budget 2000

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

Comprehensive Annual Child Welfare of the City of Portsmouth
Budget Address for the Department of Health and Human Services
Page No. 1
Public Notice 8776-0000-0000

Line Item	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
1. Personnel											
2. Fringe Benefits											
3. Travel											
4. Telephone											
5. Postage											
6. Printing											
7. Reproduction											
8. Supplies											
9. Equipment											
10. Maintenance											
11. Contractual Services											
12. Other											
13. Total											

TOTAL 2000 \$1,000,000

Submit this information to Budget 0001

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

Submit this information to Budget 0001

Budget Period: 0001

Line Item	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010	0011	0012	0013	0014	0015	0016	0017	0018	0019	0020	0021	0022	0023	0024	0025	0026	0027	0028	0029	0030	0031	0032	0033	0034	0035	0036	0037	0038	0039	0040	0041	0042	0043	0044	0045	0046	0047	0048	0049	0050	0051	0052	0053	0054	0055	0056	0057	0058	0059	0060	0061	0062	0063	0064	0065	0066	0067	0068	0069	0070	0071	0072	0073	0074	0075	0076	0077	0078	0079	0080	0081	0082	0083	0084	0085	0086	0087	0088	0089	0090	0091	0092	0093	0094	0095	0096	0097	0098	0099	0100	0101	0102	0103	0104	0105	0106	0107	0108	0109	0110	0111	0112	0113	0114	0115	0116	0117	0118	0119	0120	0121	0122	0123	0124	0125	0126	0127	0128	0129	0130	0131	0132	0133	0134	0135	0136	0137	0138	0139	0140	0141	0142	0143	0144	0145	0146	0147	0148	0149	0150	0151	0152	0153	0154	0155	0156	0157	0158	0159	0160	0161	0162	0163	0164	0165	0166	0167	0168	0169	0170	0171	0172	0173	0174	0175	0176	0177	0178	0179	0180	0181	0182	0183	0184	0185	0186	0187	0188	0189	0190	0191	0192	0193	0194	0195	0196	0197	0198	0199	0200	0201	0202	0203	0204	0205	0206	0207	0208	0209	0210	0211	0212	0213	0214	0215	0216	0217	0218	0219	0220	0221	0222	0223	0224	0225	0226	0227	0228	0229	0230	0231	0232	0233	0234	0235	0236	0237	0238	0239	0240	0241	0242	0243	0244	0245	0246	0247	0248	0249	0250	0251	0252	0253	0254	0255	0256	0257	0258	0259	0260	0261	0262	0263	0264	0265	0266	0267	0268	0269	0270	0271	0272	0273	0274	0275	0276	0277	0278	0279	0280	0281	0282	0283	0284	0285	0286	0287	0288	0289	0290	0291	0292	0293	0294	0295	0296	0297	0298	0299	0300	0301	0302	0303	0304	0305	0306	0307	0308	0309	0310	0311	0312	0313	0314	0315	0316	0317	0318	0319	0320	0321	0322	0323	0324	0325	0326	0327	0328	0329	0330	0331	0332	0333	0334	0335	0336	0337	0338	0339	0340	0341	0342	0343	0344	0345	0346	0347	0348	0349	0350	0351	0352	0353	0354	0355	0356	0357	0358	0359	0360	0361	0362	0363	0364	0365	0366	0367	0368	0369	0370	0371	0372	0373	0374	0375	0376	0377	0378	0379	0380	0381	0382	0383	0384	0385	0386	0387	0388	0389	0390	0391	0392	0393	0394	0395	0396	0397	0398	0399	0400	0401	0402	0403	0404	0405	0406	0407	0408	0409	0410	0411	0412	0413	0414	0415	0416	0417	0418	0419	0420	0421	0422	0423	0424	0425	0426	0427	0428	0429	0430	0431	0432	0433	0434	0435	0436	0437	0438	0439	0440	0441	0442	0443	0444	0445	0446	0447	0448	0449	0450	0451	0452	0453	0454	0455	0456	0457	0458	0459	0460	0461	0462	0463	0464	0465	0466	0467	0468	0469	0470	0471	0472	0473	0474	0475	0476	0477	0478	0479	0480	0481	0482	0483	0484	0485	0486	0487	0488	0489	0490	0491	0492	0493	0494	0495	0496	0497	0498	0499	0500	0501	0502	0503	0504	0505	0506	0507	0508	0509	0510	0511	0512	0513	0514	0515	0516	0517	0518	0519	0520	0521	0522	0523	0524	0525	0526	0527	0528	0529	0530	0531	0532	0533	0534	0535	0536	0537	0538	0539	0540	0541	0542	0543	0544	0545	0546	0547	0548	0549	0550	0551	0552	0553	0554	0555	0556	0557	0558	0559	0560	0561	0562	0563	0564	0565	0566	0567	0568	0569	0570	0571	0572	0573	0574	0575	0576	0577	0578	0579	0580	0581	0582	0583	0584	0585	0586	0587	0588	0589	0590	0591	0592	0593	0594	0595	0596	0597	0598	0599	0600	0601	0602	0603	0604	0605	0606	0607	0608	0609	0610	0611	0612	0613	0614	0615	0616	0617	0618	0619	0620	0621	0622	0623	0624	0625	0626	0627	0628	0629	0630	0631	0632	0633	0634	0635	0636	0637	0638	0639	0640	0641	0642	0643	0644	0645	0646	0647	0648	0649	0650	0651	0652	0653	0654	0655	0656	0657	0658	0659	0660	0661	0662	0663	0664	0665	0666	0667	0668	0669	0670	0671	0672	0673	0674	0675	0676	0677	0678	0679	0680	0681	0682	0683	0684	0685	0686	0687	0688	0689	0690	0691	0692	0693	0694	0695	0696	0697	0698	0699	0700	0701	0702	0703	0704	0705	0706	0707	0708	0709	0710	0711	0712	0713	0714	0715	0716	0717	0718	0719	0720	0721	0722	0723	0724	0725	0726	0727	0728	0729	0730	0731	0732	0733	0734	0735	0736	0737	0738	0739	0740	0741	0742	0743	0744	0745	0746	0747	0748	0749	0750	0751	0752	0753	0754	0755	0756	0757	0758	0759	0760	0761	0762	0763	0764	0765	0766	0767	0768	0769	0770	0771	0772	0773	0774	0775	0776	0777	0778	0779	0780	0781	0782	0783	0784	0785	0786	0787	0788	0789	0790	0791	0792	0793	0794	0795	0796	0797	0798	0799	0800	0801	0802	0803	0804	0805	0806	0807	0808	0809	0810	0811	0812	0813	0814	0815	0816	0817	0818	0819	0820	0821	0822	0823	0824	0825	0826	0827	0828	0829	0830	0831	0832	0833	0834	0835	0836	0837	0838	0839	0840	0841	0842	0843	0844	0845	0846	0847	0848	0849	0850	0851	0852	0853	0854	0855	0856	0857	0858	0859	0860	0861	0862	0863	0864	0865	0866	0867	0868	0869	0870	0871	0872	0873	0874	0875	0876	0877	0878	0879	0880	0881	0882	0883	0884	0885	0886	0887	0888	0889	0890	0891	0892	0893	0894	0895	0896	0897	0898	0899	0900	0901	0902	0903	0904	0905	0906	0907	0908	0909	0910	0911	0912	0913	0914	0915	0916	0917	0918	0919	0920	0921	0922	0923	0924	0925	0926	0927	0928	0929	0930	0931	0932	0933	0934	0935	0936	0937	0938	0939	0940	0941	0942	0943	0944	0945	0946	0947	0948	0949	0950	0951	0952	0953	0954	0955	0956	0957	0958	0959	0960	0961	0962	0963	0964	0965	0966	0967	0968	0969	0970	0971	0972	0973	0974	0975	0976	0977	0978	0979	0980	0981	0982	0983	0984	0985	0986	0987	0988	0989	0990	0991	0992	0993	0994	0995	0996	0997	0998	0999	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Lori A. Sullivan
Commissioner

Karla E. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9344 1-800-857-3343 Ext. 9344
Fax: 603-271-4331 TDD Access: 1-800-735-2944 www.dhhs.nh.gov

June 10, 2020

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

REQUESTED ACTION

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

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Elliot Health System of the City of Manchester, Manchester NH	174380	Manchester	\$271,428	\$0	\$271,428	O: 1/9/2020 Item #9
Harbor Homes, Inc., Nashua NH	155358	Nashua	\$271,428	\$0	\$271,428	O: 12/5/18 Item #22
LRGHealthcare, Laconia NH	177181	Laconia	\$271,428	\$0	\$271,428	O: 12/5/18 Item #22
Mary Hitchcock Memorial Hospital, Lebanon NH	177851	Lebanon	\$311,428	\$0	\$311,428	O: 12/5/18 Item #22
Riverbend Community Mental Health, Inc., Concord NH	177182	Concord	\$271,428	\$0	\$271,428	O: 12/5/18 Item #22
		Total	\$1,397,138	\$0	\$1,397,138	

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

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

See attached fiscal details.

EXPLANATION

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

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

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

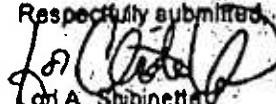
- Fifty percent (50%) of individuals with Opioid Use Disorder referred to the Vendor for Medication Assisted Treatment services receive at least three (3) clinically-appropriate, MAT-related services.
- One hundred percent (100%) of clients seeking services under this proposed contract that enter care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

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

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

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

Respectfully submitted,


Lori A. Shibillette
Commissioner

Financial Detail

05-95-92-920310-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT.					
100% Federal Funds					
Activity Code: 92057040					
Elliot Heath System					
Vendor # 174380					
State Fiscal Year	Class Title	Class Account	Current Budget	Increased	Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 135,714	\$ (28,500.00)	\$ 107,214.00
2020	Contracts for Prog Svs	102-500731	\$ 135,714		\$ 135,714.00
2021	Contracts for Prog Svs	102-500731	\$ 0	\$ 28,500.00	\$ 28,500.00
		Subtotal	\$ 271,428	\$ 0	\$ 271,428
Harbor Homes					
Vendor # 155358					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 135,714.00	\$ -	\$ 135,714.00
2020	Contracts for Prog Svs	102-500731	\$ 135,714.00	\$ -	\$ 135,714.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
		Subtotal	\$ 271,428.00	\$ -	\$ 271,428.00
LRG Healthcare					
Vendor # 177181					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 135,714.00	\$ -	\$ 135,714.00
2020	Contracts for Prog Svs	102-500731	\$ 135,714.00	\$ -	\$ 135,714.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
		Subtotal	\$ 271,428.00	\$ -	\$ 271,428.00
Mary Hitchcock					
Vendor # 177651					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 155,485.00	\$ (42,000.00)	\$ 113,485.00
2020	Contracts for Prog Svs	102-500731	\$ 155,941.00	\$ -	\$ 155,941.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ 42,000.00	\$ 42,000.00
		Subtotal	\$ 311,426.00	\$ -	\$ 311,426.00
Riverbend Community Mental Health					
Vendor # 177192					
State Fiscal Year	Class Title	Class Account	Current Budget		Current Budget
2019	Contracts for Prog Svs	102-500731	\$ 135,714.00	\$ (33,928.00)	\$ 101,786.00
2020	Contracts for Prog Svs	102-500731	\$ 135,714.00	\$ -	\$ 135,714.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ 33,928.00	\$ 33,928.00
		Subtotal	\$ 271,428.00	\$ -	\$ 271,428.00
		TOTAL	\$ 1,397,138.00	\$ -	\$ 1,397,138.00



**New Hampshire Department of Health and Human Services
Medication Assisted Treatment**

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Medication Assisted Treatment



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

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

State of New Hampshire
Department of Health and Human Services

6-2-2020
Date

[Signature]
Name: Christie Tupper
Title: Associate Commissioner

Editor Hospital of the City of Manchester

5-22-20
Date

[Signature]
Name: W. Gregory Baxter, MD
Title: President

New Hampshire Department of Health and Human Services
Medication Assisted Treatment



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

OFFICE OF THE ATTORNEY GENERAL

06/08/20
Date

Catherine Pinos

Name:
Title: Catherine Pinos, Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

[Signature]
Name:
Title:

any number of the following:
 1. any number of the following:
 2. any number of the following:
 3. any number of the following:
 4. any number of the following:

— 10 —

DEC 19 '18 AM 9:56 DAS

9 mao



Jeffrey A. Meyer
Commissioner

Katie S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6138
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 4, 2018

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

REQUESTED ACTION

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

Vendor Name	Vendor ID	Vendor Address	Current Amount	Increase/ (Decrease)	New Amount
Elliott Health System of the City of Manchester	174360	1 Elliot Way, Manchester, NH, 03101	\$0	\$271,428	\$271,428
Harbor Homes, Inc.	155358	77 Northeastern Blvd, Nashua, NH 03062	\$271,428	\$0	\$271,428
LRGHealthcare	177161	80 Highland St. Laconia, NH 03246	\$271,428	\$0	\$271,428
Mary Hitchcock Memorial Hospital	177651	One Medical Center Drive Lebanon, NH 03756	\$311,426	\$0	\$311,426
Riverbend Community Mental Health, Inc.	177192	278 Pleasant Street, Concord, NH 03302	\$271,428	\$0	\$271,428
Total			\$1,125,710	\$271,428	\$1,397,138

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

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

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

EXPLANATION

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 4

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

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

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

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

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

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

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

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

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN T1081685)

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox

Director

Approved by:



Jeffrey A. Meyers

Commissioner

Financial Detail

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



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

Medication Assisted Treatment

RFP-2019-BDAS-01-MEDIC

RFP Name

RFP Number

Order Name

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

Potential	Maximum Points	Actual Points
	610	499
	610	561
	610	490
	610	393
	610	121
	610	471

Reviewer Names

1. Abby Snodgrass, Sr Policy Analyst
Seismic Use SWS OSH
2. Rachel Flynn, MAT-POA Project
Coordinator, BDAS
3. Ann Collins, NH Public Health
Nurse Coordinator, BCHS-OPHS
4. Laurie North, Business Admin. II,
DSH/BDAS Finance
5. _____
6. _____
7. _____
8. _____

FORM NUMBER P-37 (version 3/8/13)

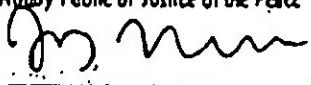
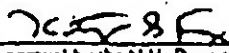
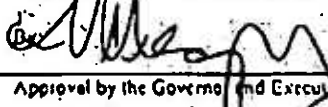
Subject: Medication Assisted Treatment (BEP-2019-BDAS-01-MEDIC-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Elliot Hospital of the City of Manchester		1.4 Contractor Address One Ellison Way Manchester, NH 03103	
1.5 Contractor Phone Number 603-663-1600	1.6 Account Number 05-95-92-920510-7040-300731	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$271,421
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Waleguy Dastier, MD Chief Executive Officer	
1.13 Acknowledgement: State of NH, County of Hillsborough On 11-30-2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace Judy Markell, Administrative Assistant, Notary			
1.14 State Agency Signature  Date: 12/1/18		1.15 Name and Title of State Agency Signatory Nathan D. White, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  On: 12/10/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials MSB
Date 11-20-11

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

[Signature]
11.30.17

New Hampshire Department of Health and Human Services
Medication Assisted Treatment



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.
- 1.4. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0, et seq. Specifically, the Contractor shall be the Elliot Hospital of the City of Manchester, which has been awarded the funds set forth herein to provide certain Medication Assisted Treatment to help address the opioid epidemic.
- 1.5. Nothing in this Exhibit A or any other provision of the Agreement is intended to interfere with or supersede the independent clinical judgment of the Contractor's employees and staff providing services hereunder. Nor shall anything in this Exhibit A or any other provision of the Agreement require the Contractor to take any action contrary to the best interest of the patient.

2. Scope of Work – Community Based

- 2.1. The Contractor shall provide comprehensive MAT services for individuals with opioid use disorder (OUD) in Integrated Delivery Network (IDN) Region 4, which is comprised of the Greater Derry and Greater Manchester areas. The Contractor shall ensure services include, but are not limited to:
 - 2.1.1. Delivering outpatient or intensive outpatient treatment to individuals with OUD in accordance with the American Society of Addiction Medicine (ASAM) criteria.
 - 2.1.2. A Partial Hospitalization Program comprised of a multidisciplinary team that includes, but is not limited to:
 - 2.1.2.1. Licensed mental health and substance use clinicians.

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- 2.1.2.2. Psychiatric providers.
- 2.1.2.3. Certified Recovery Support Workers (CRSW).
- 2.1.2.4. Nurses.
- 2.1.2.5. Case managers.
- 2.1.3. An Intensive Outpatient Program which is team oriented, collaborative, and interdisciplinary with behavioral health clinicians co-located within primary care practices.
- 2.1.4. Services that support MAT services include, but are not limited to:
 - 2.1.4.1. Behavioral therapies.
 - 2.1.4.2. Psychosocial supports.
 - 2.1.4.3. Wrap-around community-based services.
 - 2.1.4.4. Medication.
- 2.2. The Contractor shall be a certified Opioid Treatment Program in accordance with He-A 304 if methadone is used for patients served under this contract.
- 2.3. The Contractor shall coordinate services with community-based agencies in order to provide wrap-around services, which may include, but are not limited to, agencies that provide:
 - 2.3.1. Housing.
 - 2.3.2. Food.
 - 2.3.3. Childcare.
 - 2.3.4. Transportation.
 - 2.3.5. Legal services.
 - 2.3.6. Employment / Training.
 - 2.3.7. Support Groups.
 - 2.3.8. Medical (non-SUD) and Dental Care.
 - 2.3.9. Emergency Assistance.
 - 2.3.10. Family Support Services.
- 2.4. The Contractor shall ensure individuals receive patient-centered care focused on overdose prevention by using tools which include, but are not limited to:
 - 2.4.1. Center for Disease Control (CDC) opioid prescribing guidelines.
 - 2.4.2. Substance Abuse and Mental Health Services Administration's (SAMHSA's) Opioid Overdose Prevention Toolkit.

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- 2.4.3. State published Guidance Document on Best Practices: Key Components for Delivering Community Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire.
- 2.5. The Contractor shall provide OUD treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. (More information can be found at: <http://www.dhhs.nh.gov/dohes/boas/continuum-of-care.htm>).
- 2.6. The Contractor shall provide interim OUD treatment services when treatment services are not available to the client within forty-eight (48) hours of referral, which include, but are not limited to:
- 2.6.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week.
- 2.6.2. Recovery support services as needed by the client.
- 2.6.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.7. The Contractor shall ensure patients are able to transition seamlessly between levels of care within a group of services. The Contractor shall:
- 2.7.1. Collaborate with Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s) served.
- 2.7.2. Participate in the Regional Continuum of Care Workgroup(s).
- 2.7.3. Participate in the Integrated Delivery Network(s) (IDNs).
- 2.7.4. Coordinate all services delivered to patients with the local Regional Hub for OUD services (hereafter referred to as "Hub") including, but not limited to accepting clinical evaluation results for level of care placement from the Hub.
- 2.8. Before disclosing or re-disclosing any patient information, the Contractor shall ensure that all required patient consent or authorizations to disclose or further disclose confidential protected health information (PHI) or substance use disorder treatment information (SUD) according to all state rule, state and federal law and the special rules for redisclosure in 42 CFR part 2 have been obtained.
- 2.9. The Contractor shall modify their office electronic health record (EHR) and clinical work flow to ensure required screening activities by clinical staff and appropriate required data collection by care coordinators.
- 2.10. The Contractor shall establish and maintain formal partnerships with behavioral health, OUD specialty treatment, Recovery Support Services (RSS), and medical practitioners to meet the needs of the patients served.

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- 2.11. The Contractor shall collaborate and develop formal referral and information sharing agreements with other providers that offer services to individuals with OUD, including the local Hub.
- 2.12. The Contractor shall communicate client needs with the Hub(s) to ensure client access to financial assistance through flexible needs funds managed by the Hub(s).
- 2.13. The Contractor shall maintain the infrastructure necessary to:
 - 2.13.1. Achieve the goals of MAT expansion.
 - 2.13.2. Meet SAMHSA requirements.
 - 2.13.3. Deliver effective medical care to patients served under this contract.
- 2.14. The Contractor shall actively participate in state-funded projects which include, but are not limited to:
 - 2.14.1. "Community of Practice for MAT."
 - 2.14.2. Project-specific trainings.
 - 2.14.3. Quarterly web-based discussions.
 - 2.14.4. On-site Technical Assistance (TA) visits.
 - 2.14.5. Ad hoc communication with expert consultants on MAT clinical care topics such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV) prevention, diversion risk mitigation and other relevant issues.
- 2.15. The Contractor shall ensure compliance with confidentiality requirements which include, but are not limited to:
 - 2.15.1. Federal and state laws and New Hampshire state administrative rules.
 - 2.15.2. HIPAA Privacy Rule.
 - 2.15.3. 42 C.F.R Part 2.
- 2.16. The Contractor shall have policies and procedures in place to ensure that all staff are trained in the areas listed in Subsection 2.15 and will safeguard all confidential information.
- 2.17. The Contractor shall participate in all evaluation activities associated with the funding opportunity, including national evaluations.
- 2.18. The Contractor shall use data to support quality improvement to ensure the standard of care for patients continuously improves.
- 2.19. The Contractor shall utilize the State's Prescription Drug Monitoring Program (PDMP) database to mitigate prescription drug diversion or harmful interactions.
- 2.20. The Contractor shall develop, obtain Department approval, and implement outreach and marketing activities specifically designed to engage the population(s) identified

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

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

2.21.1. Ads on television, radio, or print.

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

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

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

2.23.1. The use of a Patient Family Advisory committee.

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

2.23.3. Semi-annual overall patient satisfaction surveys.

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

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

2.24.1. Enrolling with Medicaid and other third party payers.

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

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

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

2.25.1. Transportation.

2.25.2. Childcare.

2.25.3. Peer support groups.

2.25.4. Recovery coach.

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

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

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- collaborate with the DHHS Communications Bureau to ensure that NH DoH website requirements are met, and that any Protected Health Information (PHI), Substance Use Disorder treatment data (SUD), Personal Information (PI), or other confidential information solicited shall not be maintained, stored or captured and shall not be further disclosed except as expressly provided in the contract.
- 2.26. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor shall ensure site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

3. Additional Scope of Services for Pregnant and Postpartum Women

- 3.1. The Contractor shall provide trauma-informed MAT services and supports to pregnant and postpartum women up to twelve (12) months postpartum through their Women's and Children's Services which includes, but is not limited to:
- 3.1.1. A Maternity Center.
 - 3.1.2. Childbirth and Parent Education Programs.
- 3.2. The Contractor shall provide training regarding Screening, Brief Intervention, and Referral to Treatment (SBIRT) to practitioners in order to facilitate early recognition and detection of OUD and other Substance Use Disorders in pregnant women.
- 3.3. The Contractor shall provide waiver training programs to providers at no cost in order to increase the number of MAT waived providers in Women's and Children's Services as well as throughout the primary care practices affiliated with the Contractor.
- 3.4. The Contractor shall ensure patient-centered, effective, integrated care and attention to overdose prevention by using tools that include, but are not limited to care guidelines for Obstetric and Gynecologic (OB/GYN) providers and delivery hospitals developed by the Northern New England Perinatal Quality Improvement Network (NNEPQIN), when applicable.
- 3.5. The Contractor shall provide care coordination services for all pregnant and postpartum women with OUD to support retention in and completion of OUD treatment programs.
- 3.6. The Contractor shall ensure ongoing communication and care coordination with entities involved in the patient's care including, but not limited to child protective services, treatment providers, and home visiting services, when applicable.
- 3.7. The Contractor shall ensure that treatment is provided in a child-friendly environment with RSS available to participants including, but not limited to childcare.
- 3.8. The Contractor shall employ integrated programs which allow children to stay with their mothers. Nothing in this Section 3 is intended to limit or interfere with any

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

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

- 3.9.1. Ensure the safety and well-being of the infant.
- 3.9.2. Address the health and opioid use treatment needs of the infant and affected family members or caregivers.
- 3.9.3. Ensure that appropriate referrals are made.
- 3.9.4. Ensure services are delivered to the infant and affected family members or caregivers.

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

- 3.10.1. All-staff training regarding sharing information with DCYF through the Contractor's brown bag lunch series.
- 3.10.2. DCYF-representative additional training through the Contractor's brown bag lunch series.
- 3.10.3. All-staff attendance in a one-day training in January 2019 to understand the SB549 legislation and how the Contractor is complying with it.

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

- 3.11.1. Parenting groups.
- 3.11.2. Childbirth education.
- 3.11.3. Safe sleep education.
- 3.11.4. Well child education.

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

4. Staffing

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

- 4.1.1. One (1) waived prescriber.

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- 4.1.2. One (1) Masters Licensed Alcohol and Drug Counselor (MLADC); or master licensed behavioral health provider with addiction training.
- 4.1.3. One (1) non-clinical/administrative staff.
- 4.1.4. Two (2) MAT Nurse Care Coordinators.
- 4.2. The Contractor shall ensure that all unlicensed staff providing treatment, education, and/or RSS:
 - 4.2.1. Are under the direct supervision of a licensed supervisor.
 - 4.2.2. Receive confidentiality training pursuant to vendor policies and procedures in compliance of NH State administrative rule, and state and federal laws.
- 4.3. The Contractor shall ensure that no licensed supervisor supervises more than twelve (12) unlicensed staff, unless the Department has approved an alternative supervision plan.
- 4.4. The Contractor shall ensure that unlicensed staff providing clinical or recovery support services hold a CRSW within twelve (12) months of hire or from the effective date of this contract, whichever is later.

5. Training

- 5.1. The Contractor shall ensure the availability of initial and on-going training resources to all staff to include buprenorphine waiver training for interested physicians, nurse practitioners, and physician assistants.
- 5.2. The Contractor shall develop a plan, for Department approval, to train and engage appropriate staff regarding buprenorphine waiver training including, but not limited to:
 - 5.2.1. Providing a training stipend to encourage physicians to become a waived prescriber.
 - 5.2.2. Providing eight (8) hours of required training.
- 5.3. The Contractor shall participate in training and technical assistance activities as directed by the Department including, but not limited to the Community of Practice for MAT which may include, but is not limited to:
 - 5.3.1. Project-specific trainings, including trainings on coordinating client referrals for collection of data through the Government Performance and Results Modernization Act of 2010 (GPRA).
 - 5.3.2. Quarterly web-based discussions.
 - 5.3.3. On-site technical assistance visits.
 - 5.3.4. Ad hoc communication with expert consultants regarding MAT clinical care topics including, but not limited to:

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5.3.4.1. HCV and HIV prevention.

5.3.4.2. Diversion risk mitigation.

5.3.4.3. Other relevant issues.

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

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

5.4.2. Care coordination.

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

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

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

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

6. Reporting and Deliverable Requirements

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

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

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

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- 6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA.
- 6.4. The Contractor shall provide a final report with de-identified, aggregate data to the Department within thirty (30) days of the termination of the contract regarding work plan progress including, but not limited to:
 - 6.4.1. Policies and practices established.
 - 6.4.2. Outreach activities.
 - 6.4.3. Demographics (gender, age, race, ethnicity) of population served.
 - 6.4.4. Outcome data (as directed by the Department).
 - 6.4.5. Patient satisfaction findings.
 - 6.4.6. Description of challenges encountered and action taken.
 - 6.4.7. Other progress to date.
 - 6.4.8. A sustainability plan to continue to provide MAT services to the target population(s) beyond the completion date of the contract, subject to approval by the Department.

7. Performance Measures

- 7.1. The Contractor shall ensure that 50% of individuals with OUD referred to the Contractor for MAT services receive at least three (3) clinically appropriate, MAT-related services including, but not limited to:
 - 7.1.1. Care Coordinator.
 - 7.1.2. SBIRT.
 - 7.1.3. Behavioral Health Evaluation.
 - 7.1.4. Referral to ASAM-identified appropriate level of care.
 - 7.1.5. Continued coordination with the treatment program.
- 7.2. The Contractor shall ensure that 100% of patients seeking services under this proposed contract that enter care directly through the Contractor who consent to information sharing with the Hub(s) receive a Hub referral for ongoing care coordination through the use of a primary team of the Nurse Care Coordinator and the MLADC.
- 7.3. The Contractor shall ensure that 100% of patients referred to them by Hub(s) have proper consents in place for transfer of information for the purposes of data collection between the Hub(s) and the Contractor.

[Signature]
11-20-18

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Exhibit B

Methods and Conditions Precedent to Payment

1. General

- 1.1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 1.3. This contract is funded with funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Administration, Catalog of Federal Domestic Assistance (CFDA #) 93.788.
- 1.4. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 1.5. Payment for said services shall be made monthly as follows:
 - 1.5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved fee item.
 - 1.5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 1.5.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 1.5.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 1.5.5. In lieu of hard copies, all invoices shall be assigned an electronic signature and emailed to Abby.Shockley@dhhs.nh.gov.
 - 1.5.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.
- 1.6. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

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Methods and Conditions Precedent to Payment

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

2. State Opioid Response (SOR) Grant Standards

- 2.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Hubs that comply with all applicable confidentiality laws, including 42 CFR Part 2.
- 2.2. In order to receive payment for any invoices submitted to the Department for services provided through SOR grant funded initiatives, the Contractor shall complete patient referrals to applicable Hubs for substance use disorder services within two (2) business days of a client's admission to the program. The Department shall verify patient referrals through audits of Contractor invoices.
- 2.3. The Contractor shall ensure that only FDA-approved MAT for OUD is utilized. FDA-approved MAT for OUD includes:
- 2.3.1. Methadone.
 - 2.3.2. Buprenorphine products, including:
 - 2.3.2.1. Single-entity buprenorphine products.
 - 2.3.2.2. Buprenorphine/naloxone tablets.
 - 2.3.2.3. Buprenorphine/naloxone films.
 - 2.3.2.4. Buprenorphine/naloxone buccal preparations.
 - 2.3.2.5. Long-acting injectable buprenorphine products.
 - 2.3.2.6. Buprenorphine implants.
 - 2.3.2.7. Injectable extended-release naltrexone.
 - 2.4. The Contractor shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
 - 2.5. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 2.5.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

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Exhibit B

Methods and Conditions Precedent to Payment

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- 2.5.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.
- 2.6. The Contractor shall ensure that patients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 2.7. The Contractor shall assist patients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 2.8. The Contractor shall accept patients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 2.9. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program for patients identified as at risk of or with HIV/AIDS.
- 2.10. The Contractor shall ensure that all patients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1. **Author:** [Name]
 2. **Title:** [Title]
 3. **Journal:** [Journal]
 4. **Volume:** [Volume]
 5. **Issue:** [Issue]
 6. **Page:** [Page]

Dr. H.

Signature of the Contractor

Date

Item Description									
1	Excavate and backfill	100	100	100	100	100	100	100	100
2	Gravel base	100	100	100	100	100	100	100	100
3	Asphalt	100	100	100	100	100	100	100	100
4	Concrete	100	100	100	100	100	100	100	100
5	Rebar	100	100	100	100	100	100	100	100
6	Formwork	100	100	100	100	100	100	100	100
7	Paint	100	100	100	100	100	100	100	100
8	Lighting	100	100	100	100	100	100	100	100
9	Landscaping	100	100	100	100	100	100	100	100
10	Final cleanup	100	100	100	100	100	100	100	100

See Notes
for details

Handwritten signature
Date

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

Contractor Initials

Date

Page 1 of 3

New Hampshire Department of Health and Human Services
Exhibit C



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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Exhibit C - Special Provisions

Contractor Initials

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Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR). If it has received a single award of \$500,000 or more, if the recipient receives \$25,000 or more and has 60 or

Exhibit C - Special Provisions

Contractor Initials

Date

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New Hampshire Department of Health and Human Services
Exhibit C



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13160, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.808.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.808 of the Federal Acquisition Regulation.

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



- 18.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 18.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. Contract Definitions:

- 20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

alt
11-20-18

New Hampshire Department of Health and Human Services
Exhibit C-1



REVISIONS TO GENERAL PROVISIONS

1. Section 2 of the General Provisions of this contract, Employment of Contractor/Services to be Performed, is replaced as follows:
 2. **EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.**
The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform the work identified and more particularly described in the attached EXHIBIT A, which is incorporated herein by reference ("Services").
2. Section 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available. If ever, The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. In the event of a reduction, termination, or modification of appropriated funds, the State shall also promptly notify the Contractor of such reduction or termination. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
3. Subsection 7.2 of the General Provisions of this contract, Personnel, is replaced as follows:
 - 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement. The hiring of an individual in response to a generalized advertisement for employment shall not constitute a breach of this section.
4. Section 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishing a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information of

New Hampshire Department of Health and Human Services
Exhibit C-1



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

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor will reasonably cooperate with the other entity to minimize disruption in the delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
5. Subsection 8.2.1 of Section 8 of the General Provisions of this contract, Event of Default/Remedies, is replaced as follows:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not remedied within the 30 day cure period, then terminate this Agreement, effective (2) days after giving the Contractor notice of termination.
6. Section 11 of the General Provisions of this contract, Contractor's Relation to the State is replaced as follows:

11. **CONTRACTOR'S RELATION TO THE STATE.**
In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees. Moreover, as an independent contractor, the parties agree that the Contractor is not a state actor.
7. Section 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts is replaced as follows:

12. **ASSIGNMENT/DELGATION/SUBCONTRACTS**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Hospital without the prior written notice and consent of the State, which shall not be unreasonably withheld.
8. Exhibit I, Health Insurance Portability Act Business Associate Agreement, is not applicable to this contract and is deleted in its entirety.
9. **Renewal:**
The Department and Contractor may agree to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.6, and 1.8.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Date

11-30-18

Contractor Name:

Name: J. Gregory Hunter, MD
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (Indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

11-20-18
Date


Name: W. Gregory Foster, MD
Title: Chief Executive Officer

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date 11-20-18

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11-20-18
Date

[Signature]
Name: W. Gregory Manning
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

07/14/11
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Date 11-30-11

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

Contractor Name:

11-30-18
Date

[Signature]
Name: W. Gregory Baxter, MD
Title: Chief Executive Officer

Exhibit C

Contractor Initials

[Signature]

Certification of Compliance with requirements pertaining to Federal Grant Administration, Equal Treatment of Federally Assisted Organizations and their constituent organizations

01/1/14
Rev. 10/1/14

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Date 11-30-18

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

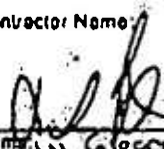
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Contractor Name

11-30-18
Date


Name: W. Gregory Barker, MD
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services

Exhibit I



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 1

Contractor Initials

DAH

Date

11-20-18

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

Contractor Name:

11-30-18
Date

W. Gregory Baxter, MD
Name
Title: Chief Executive Officer

Contractor Initials

Date 11-30-18

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 131952394
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____