12

Lori A. Weaver
Commissioner

Ellen M. Lapointe
Chief Executive Officer

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

NEW HAMPSHIRE HOSPITAL

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February 4, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a **Retroactive** amendment to an existing contract with Mary Hitchcock Memorial Hospital (VC# 177160), Lebanon, NH, to add $2,326,168 in funding for practitioner staffing at New Hampshire Hospital and to remove $6,722,717 in funding due to the removal of Hampstead Hospital & Regional Treatment Facility (HHRTF) services, resulting in an overall decrease to the price limitation of $4,396,549 from $71,111,426 to $66,714,877, with no change to the contract completion date of June 30, 2026, effective retroactive to February 3, 2025, upon Governor and Council approval. 30% General Funds. 70% Other Funds (Provider Fees).

The original contract was approved by Governor and Council on March 23, 2022, item #31, amended on December 21, 2022, item #19, and most recently amended on May 15, 2024, item #18A.

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-94-940010-87500000 Health and Social Services, Health and Human Services Department of, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	94058000	$5,881,431	$0	$5,881,431
2023	102-500731	Contracts for Program Services	94058000	$13,075,773	$0	$13,075,773
2024	102-500731	Contracts for Program Services	94058000	$13,550,376	$0	$13,550,376
2025	102-500731	Contracts for Program Services	94058000	$13,956,888	$775,392	$14,732,280

2026	102-500731	Contracts for Program Services	94058000	$14,375,594	$1,550,776	$15,926,370
			Subtotal	***$60,840,062***	***$2,326,168***	***$63,166,230***

05-95-91-910010-57100000 Health and Social Services, Health and Human Services Dept of, HHS: Glencliff, Professional Care

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	101-500729	Medical Payments to Providers	91000000	$73,193	$0	$73,193
2023	101-500729	Medical Payments to Providers	91000000	$150,778	$0	$150,778
2024	101-500729	Medical Payments to Providers	91000000	$155,302	$0	$155,302
2025	101-500729	Medical Payments to Providers	91000000	159,960	$0	159,960
2026	101-500729	Medical Payments to Providers	91000000	$164,758	$0	$164,758
		Sub Total		***$703,991***	***$0***	***$703,991***

05-95-98-980010-26480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HAMPSTEAD HOSPITAL, HAMPSTEAD HOSPITAL OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Program Services	98000102	$99,242	$0	$99,242
2025	102-500731	Contracts for Program Services	98000102	$4,795,061	($2,049,647)	$2,745,414
2026	102-500731	Contracts for Program Services	98000102	$4,673,070	($4,673,070)	$0
			Subtotal	***$9,567,373***	***($6,722,717)***	***$2,844,656***
			Total	**$71,111,426**	**($4,396,549)**	**$66,714,877**

EXPLANATION

This request is **Retroactive** to align the removal of clinical services at HHRTF from this agreement with the execution of closing documents for the transfer of HHRTF assets and operations (Tabled Item

#12A, approved by Governor and Council on December 18, 2024) to Mary Hitchcock Memorial Hospital that was effective on February 3, 2025.

The purpose of this request is twofold: to remove clinical services at HHRTF from this agreement due to the aforementioned transfer of HHRTF assets and operations to Mary Hitchcock Memorial Hospital, as well as modify staffing at New Hampshire Hospital to add a total of four (4) full-time equivalent (FTE) practitioner positions.

Despite recently reaching a maximum bed capacity of 185 patients the need for psychiatric inpatient services in NH remains steady. The hospital continues to experience challenges recruiting advanced practice registered nurses, psychologists, and psychiatrists.

The Contractor will provide the following clinical practitioners at New Hampshire Hospital: one (1) additional FTE psychiatrist, one and one-half (1.5) FTE Advanced Practice Registered Nurses, one (1) clinical psychologist and one-half (.5) FTE medical general physician as part of the array of psychiatric and medical services provided at New Hampshire Hospital. These additional providers are essential to sustaining the hospital's ability to meet the needs of the patient population. With the recent reopening of beds, NHH has seen its provider resources stretched to capacity, jeopardizing the hospital's ability to maintain the maximum bed capacity of 185 and deliver timely, high-quality care. The presence of these additional clinical practitioners is pivotal to ensuring that all patients receive the comprehensive psychiatric and medical care they require. Without adequate staffing, delays in treatment and compromised patient outcomes are inevitable, which can place further strain on the system. The Contractor will also provide support to the Care Traffic Control (CTC) program and provide an on-call doctor to manage the involuntary emergency admission off-hour calls. The Contractor was originally competitively selected through a Request for Proposals in State Fiscal Year 2022.

The Department will continue monitoring services through regular meetings and reporting, including quality assurance and monitoring plans; monthly staffing reports; quarterly service reports; quarterly quality assurance reports and progress reviews; and annual service and quality assurance reports required by the Contractor, as well as by observing and collaborating with Contractor personnel while they are providing services at New Hampshire Hospital.

Should the Governor and Council not authorize this request, this agreement will be in conflict with the terms and conditions of the transfer of HHRTF operations and assets to Mary Hitchcock Memorial Hospital and will include obligations, including financial reimbursement, for services at HHRTF that should no longer exist. The Department will also be unable to add the necessary practitioner positions at NHH, which will have a negative impact on NHH's ability to fully staff beds and thus not be in compliance with the court order to operate at a capacity of 185 beds.

Area served: New Hampshire Hospital and Glencliff Home.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

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

This Amendment to the Psychiatric and Medical Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mary Hitchcock Memorial Hospital ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2022 (Item #31), as amended on December 21, 2022 (Item #19) and on May 15, 2024 (Item #18A), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

   $66,714,877

2. Modify Exhibit B Amendment #2, Scope of Services, by replacing it in its entirety with Exhibit B Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.

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

   1. This Agreement is funded by:

      1.1 30.02% General funds.

      1.2 69.98% Other funds (Provider Fees).

4. Modify Exhibit C, Payment Terms, Section 3, with no change to Subsections 3.1. through 3.4., to read:

   3. The Contractor shall provide services under this Agreement based on the Budget below per applicable Service Area and State Fiscal Year. The Contractor shall be compensated to provide and deliver the services described in Exhibit B, Scope of Services, on the basis of this Budget.

Budget					
Agreement Period by State Fiscal Year					
Service Area #1	1/1/2022-6/30/2022	7/1/2022-6/30/2023	7/1/2023-6/30/2024	7/1/2024-6/30/2025	7/1/2025-6/30/2026
	$5,396,232	$11,964,356	$12,323,287	$13,368,134	$14,424,069
Service Area #2	1/1/2022-6/30/2022	7/1/2022-6/30/2023	7/1/2023-6/30/2024	7/1/2024-6/30/2025	7/1/2025-6/30/2026
	$558,392	$1,262,195	$1,382,391	$1,524,106	$1,667,059
Service Area #3			G&C Approval - 6/30/2024	7/1/2024-6/30/2025	7/1/2025-6/30/2026
			$99,242	$2,745,414	$0

5. Add Exhibit C, Payment Terms, Section 3, Subsection 3.5 to read:

3.5 The Contractor shall bill an additional flat fee of $125 per call for the on-call Staff Psychiatrist providing after-hour and weekend coverage services for the Care Traffic Control program as described in Exhibit B Scope of Services, Section 2, Service Area #1-Psychiatric Care, Subsection 2.2, New Hampshire Hospital, Paragraph 2.2.4, Staff Psychiatrists, Subparagraph 2.2.4.10.

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 February 3, 2025 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

2/5/2025
Date

DocuSigned by:
Ellen Lapointe
Name: Ellen Lapointe
Title: Chief Executive Officer

Mary Hitchcock Memorial Hospital

2/5/2025
Date

DocuSigned by:
Edward J. Merrens, MD
Name: Edward J. Merrens, MD
Title: Chief Clinical Officer

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

OFFICE OF THE ATTORNEY GENERAL

2/5/2025
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

EXHIBIT B – Amendment #3

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide psychiatric and medical services at New Hampshire Hospital ("NHH"), including the High Security Unit when it is operational, and at Glencliff Home. The Contractor shall provide services in the following service areas:

1.1.1. **Service Area #1** - Psychiatric care for adults admitted to NHH and Glencliff Home.

1.1.2. **Service Area #2** - Non-emergent medical care for adults admitted to NHH.

1.2. For the purposes of this agreement, all references to days shall mean calendar days, unless otherwise specified.

1.3. **All Services Areas - General Requirements**

1.3.1. The Contractor shall deliver psychiatric, and medical services to NHH and/or Glencliff Home by:

1.3.1.1. Providing highly qualified personnel as described in the following sections;

1.3.1.2. Working with the New Hampshire Department of Health and Human Services ("Department") to continue developing and refining an integrated mental health care system by applying principles of managed care for clinical treatment; and

1.3.1.3. Assisting with educational and training programs, at the direction of the respective Service Areas' Chief Executive Officers (each a "CEO").

1.3.2. The Contractor shall recruit and retain qualified individuals for the staffing needs specified herein ("Contractor Personnel"), and as otherwise necessary to fulfill the requirements described herein. The Contractor shall ensure:

1.3.2.1. All Contractor Personnel provided are employees or consultants of the Contractor.

1.3.2.2. No Contractor Personnel are employees of the State of New Hampshire.

1.3.3. The Contractor agrees that one (1) full-time equivalent (FTE) is equal to one (1) full-time employee who works forty (40) hours per week.

1.3.4. The Contractor shall ensure all Contractor Personnel meet and adhere to:

1.3.4.1. The codes of ethical conduct applicable to their license category;

1.3.4.2. Behavioral policies of the Department;

1.3.4.3. Department information security and privacy policies and use agreements which have been provided to Contractor; and,

1.3.4.4. All other human resource-related expectations of the Department, NHH, and/or Glencliff Home, as well as New Hampshire Department of Information Technology (DoIT) security policies.

1.3.5. The Contractor shall provide staff as indicated in Table 1 below as the Contractor Personnel, which outlines the FTE allocation limits for the minimum required staffing positions.

Table 1.

Position Title	**Minimum FTE/Staffing Ratio Limits**
NHH	
Service Area #1	
a. Chief Medical Officer	1 FTE
b. Associate Medical Director	1 FTE
c. Forensic Psychiatrists	2 FTE
d. Staff Psychiatrists	Ratio of patients to Staff Psychiatrists and Psychiatric APRNs shall be 8:1. Deviations from this ratio shall require the approval of the CEO. Psychiatric APRN - 1 FTE; ratio of Psychiatric APRNs to Psychiatrists cannot exceed 4:1
e. Psychiatric Advanced Practice Registered Nurses ("APRN")	
f. Chief Psychologist	1 FTE
g. Psychologist	1 FTE

h. Forensic Psychologist	3 FTE Ratio of patients to Forensic Psychologist not to exceed 24:1 and not to exceed 12:1 for services at the High Security Unit
i. Clinical Psychologist	1 FTE
j. Administrative Staff	0.5 FTE
k. Behavioral Analyst	1 FTE
Service Area #2	
l. General Medical Director	1 FTE
m. General Internist/Hospitalist	1.5 FTE
n. APRN	2 FTE
o. Administrative Staff	.5 FTE
Glencliff Home	
p. Medical Director	0.4 FTE

2. **Service Area #1 – Psychiatric Care**

2.1. **New Hampshire Hospital**

2.1.1. **Chief Medical Officer**

2.1.1.1. The Contractor shall provide one (1) FTE psychiatrist to serve as the Chief Medical Officer.

2.1.1.2. The Contractor shall ensure the Chief Medical Officer is physically present at NHH for a minimum of forty (40) hours per week and oversees all providers at NHH referenced herein.

2.1.1.3. The Contractor shall ensure the Chief Medical Officer is responsible for the same duties and requirements outlined in this Section 2.1.1. for the High Security Unit upon commencement of patient services there, including overseeing clinical staff provided by the Contractor. The

Contractor shall ensure the Chief Medical Officer:

2.1.1.3.1. Is a board-certified psychiatrist licensed to practice medicine in the State of New Hampshire and has clinical privileges at NHH.

2.1.1.3.2. Is a senior administrative psychiatrist with a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program; psychiatric hospital; governmental authority; or state or national medical/psychiatric society or organization involved in the delivery of public sector psychiatric services.

2.1.1.3.3. Has completed an Accreditation Council for Graduate Medical Education ("ACGME") approved residency program with board certification in psychiatry by the American Board of Psychiatry and Neurology. (Additional subspecialty certification in forensic, geriatric or child/adolescent psychiatry may be substituted for two (2) years of administrative leadership. Completion of a graduate curriculum in medical administration is preferred).

2.1.1.4. The Contractor shall ensure the Chief Medical Officer participates, as needed, with Staff Psychiatrists in on-call and after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are available 24 hours per day, 7 days per week. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH.

2.1.1.5. In the event the Chief Medical Officer resigns, or is otherwise removed from providing services to the Department, the Contractor shall:

2.1.1.5.1. Furnish a psychiatrist within ten (10) business days, not including holidays, to serve full-time as interim Chief Medical Officer, until such time as the existing Chief Medical Officer either resumes full-time duty or is replaced by a new Chief Medical Officer.

2.1.1.5.2. Unless the CEO agrees to waive any requirement in writing, ensure the interim Chief Medical Officer meets all requirements for the

Chief Medical Officer, as set forth herein.

2.1.1.5.3. Provide transition services, at no additional cost to the Department, to avoid any interruption of services and administrative responsibilities.

2.1.1.6. Subject to (1) the statutory authority of the Department's Commissioner or designee, and (2) the authority of the CEO with respect to administrative/clinical matters, the Contractor shall ensure the Chief Medical Officer:

2.1.1.6.1. Develops and submits provider staffing needs, including a schedule of psychiatric and related clinical personnel, for Department approval prior to the commencement of each contract year, or as otherwise requested by the Department;

2.1.1.6.2. Coordinates with the CEO on all clinical activities in order to accomplish the day-to-day clinical operations of NHH in a manner consistent with NH Revised Statutes Annotated ("RSA") Chapter 135-C and the rules adopted pursuant thereto, all Department policies, and all standards of The Joint Commission ("TJC") and Centers for Medicare and Medicaid Services ("CMS");

2.1.1.6.3. Participates in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of patients;

2.1.1.6.4. Supervises all documentation requirements for all Staff Psychiatrists and other clinical personnel employed by the Contractor and providing services at NHH under this Agreement;

2.1.1.6.5. Ensures adequate coverage on weekends and holidays to maintain compliance with documentation requirements to justify medical necessity of stay, including, but not limited to, the need for daily progress notes on patients covered by Medicaid, Medicare or commercial insurance. (Should clinical care responsibilities impede a provider's ability to complete daily progress notes on weekends or holidays, the next progress note will be written within 72 hours);

2.1.1.6.6. Performs annual performance evaluations and discipline, as necessary, for all Staff Psychiatrists and other Contractor Personnel providing services at NHH, including consulting with and seeking input from the CEO as to the Department's satisfaction with the services provided by the individual under review;

2.1.1.6.7. Performs an annual administrative review of all Contractor Personnel providing services at NHH to ensure compliance with Department policy, including but not limited to training; record keeping; matters of medical records; CPR and CMP training and/or retraining; TJC requirements; customer service responsibilities; HIPAA compliance; and attendance at mandated in-service training.

2.1.1.6.8. Ensures compliance with the requirements in Part 2.2.1.6.7, and takes whatever disciplinary action is necessary in instances of non-compliance with Department policy or Medical Staff Organization bylaws;

2.1.1.6.9. Complies with all applicable performance standards in this Agreement pertaining to Staff Psychiatrists;

2.1.1.6.10. Provides consultation to the Department relative to the development of the State of New Hampshire's mental health service system;

2.1.1.6.11. Supports Department's customer service culture by adhering to and ensuring that Staff Psychiatrists under their direction, adhere to the established Customer Service Guidelines for Physicians;

2.1.1.6.12. Reports any issues known to them to the CEO regarding all admissions, patient care or any other situations that may pose a significant risk to patients or the community or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by NHH;

2.1.1.6.13. Participates as a member of NHH's Executive Team;

2.1.1.6.14. Participates in the recruitment of other clinical Department personnel, upon the request of the CEO;

2.1.1.6.15. Establishes, subject to approval from the CEO, an employment schedule for all clinical personnel employed by the Contractor to provide services at NHH;

2.1.1.6.16. Assists the NHH Executive Team with enhancing clinical practices and care across the organization; and

2.1.1.6.17. Provides clinical coverage for other clinical staff, as necessary, due to absences or vacated positions.

2.1.1.7. The Contractor shall ensure the Chief Medical Officer oversees clinical staff in Service Area # 1 and Service Area # 2.

2.1.2. **Associate Medical Director**

2.1.2.1. The Contractor shall provide 1.0 FTE Associate Medical Director, which may consist of multiple individuals who fulfill the 1.0 FTE requirement, as approved by the CEO.

2.1.2.2. The Contractor shall ensure an Associate Medical Director is physically present at NHH for no less than forty (40) hours per week.

2.1.2.3. The Contractor shall ensure the Associate Medical Director performs the duties and requirements outlined in this Section 2.1.2.3 for the High Security Unit upon commencement of patient services there. The Contractor shall ensure the Associate Medical Director:

2.1.2.3.1. Is a Board-Certified Psychiatrist licensed to practice medicine in New Hampshire.

2.1.2.3.2. At all times, maintains both a license to practice medicine in the State of New Hampshire and clinical privileges at NHH.

2.1.2.3.3. Is a senior administrative psychiatrist having a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program, psychiatric hospital, governmental authority, or state or national medical/psychiatric society or organization

involved in the delivery of public sector psychiatric services. (Additional subspecialty certification in forensic, addiction, geriatric or child/adolescent psychiatry may be substituted for two (2) years of administrative leadership. Completion of a graduate curriculum in medical administration is preferred.

2.1.2.3.4. Completes an ACGME-approved residency program with board certification in Psychiatry by the American Board of Psychiatry and Neurology.

2.1.2.4. The Contractor shall ensure the Associate Medical Director possesses or develops the skills necessary to serve in the capacity of the Chief Medical Officer, on a temporary or permanent basis, in the event that the Chief Medical Officer position is vacated.

2.1.2.5. The Contractor shall ensure the Associate Medical Director participates as needed with Staff Psychiatrists in on-call and after-hours coverage above the 40-hour week to ensure Psychiatrist-On-Call services are provided 24 hours per day, 7 days per week. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services.

2.1.2.6. In the event the Associate Medical Director resigns, or is otherwise removed from providing services to the Department, the Contractor shall:

2.1.2.6.1. Furnish, a psychiatrist or other qualified provider, as determined by the CEO, within ten (10) business days, not including holidays, to serve full-time as interim Associate Medical Director, until the existing Associate Medical Director either resumes duty full-time or is replaced by a new Associate Medical Director.

2.1.2.6.2. Ensure the interim Associate Medical Director meets all of the requirements for the Associate Medical Director as set forth herein.

2.1.2.6.3. Provide transition services to Department, at no additional cost, to avoid any interruption of services and administrative responsibilities.

2.1.2.7. Subject to (1) the statutory authority of the Department's

Commissioner or designee, and (2) the authority of the CEO with respect to administrative and/or clinical matters, the Contractor shall ensure the Associate Medical Director:

2.1.2.7.1. Coordinates all clinical activities with the Chief Medical Officer and the CEO in order to accomplish the day-to-day clinical operation of NHH in a manner consistent with RSA 135-C and the rules adopted pursuant thereto, all NHH policies, and all standards of TJC and CMS;

2.1.2.7.2. Establishes staffing needs, including but not limited, to psychiatric and related clinical personnel, on a periodic basis, with the Chief Medical Officer and CEO;

2.1.2.7.3. Serves in the capacity of the Chief Medical Officer in the event of the Chief Medical Officer's absence;

2.1.2.7.4. Participates with the Chief Medical Officer in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of patients;

2.1.2.7.5. Supervises all documentation requirements of all Staff Psychiatrists and other Contractor Personnel providing services at NHH;

2.1.2.7.6. Participates with the Chief Medical Officer to conduct annual performance evaluations and disciplinary actions, as necessary, for all Staff Psychiatrists and other Contractor Personnel providing services at NHH, including assisting the Chief Medical Officer;

2.1.2.7.7. Works with the Chief Medical Officer to perform an annual administrative review of all Contractor Personnel to ensure compliance with Department policies, including but not limited to training; record keeping; matters of medical records; CPR and CMP training and/or retraining; TJC requirements; customer service responsibilities; information security, privacy, and HIPAA compliance; and attendance at mandated in-service training;

2.1.2.7.8. Complies with all applicable performance standards pertaining to Staff Psychiatrists;

2.1.2.7.9. Provides consultation to the Department relative to the development of the State of New Hampshire's mental health service system;

2.1.2.7.10. Promotes a customer service culture by adhering to and ensuring that Staff Psychiatrists adhere to the established customer service guidelines for physicians;

2.1.2.7.11. Reports any known issues to the Chief Medical Officer and CEO regarding admissions, patient care or any other situation that may pose a significant risk to patients or the community or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by the Department;

2.1.2.7.12. Participates with the Chief Medical Officer and the CEO in the development of clinical budgets;

2.1.2.7.13. Participates in the recruitment of other clinical personnel, upon the request of the CEO;

2.1.2.7.14. Assists in establishing, subject to approval by the Chief Medical Officer and CEO, an employment schedule for all Contractor Personnel provided under this Agreement;

2.1.2.7.15. Assists the Chief Medical Officer and the CEO with the clinical supervision and education of all other clinical staff; and

2.1.2.7.16. Provides clinical coverage for other clinical staff as necessary due to absences or vacated positions.

2.1.3. **Staff Psychiatrists and Psychiatric Advanced Practice Registered Nurses**

2.1.3.1. The Contractor shall ensure the ratio of patients to Staff Psychiatrists and Psychiatric APRNs is not less than 8:1, unless otherwise approved by the CEO for a specific period of time.

2.1.3.2. The Contractor shall ensure the ratio of Psychiatric APRNs to Staff Psychiatrists does not exceed 4:1.

2.1.4. **Staff Psychiatrists**

2.1.4.1. The Contractor shall ensure Staff Psychiatrists are physically present at NHH a minimum of forty (40) hours per week. The Contractor shall ensure Staff Psychiatrists:

2.1.4.1.1. Have appropriate experience in the specialty in which they are board certified or eligible for certification.

2.1.4.1.2. Have completed an ACGME-approved residency program in psychiatry.

2.1.4.1.3. Formulate and implement treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, care and management of patients;

2.1.4.1.4. Maintain and direct a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with the Department norms;

2.1.4.1.5. Determine the appropriateness of admissions, transfers and discharges consistent with RSA 135-C;

2.1.4.1.6. Provide, in coordination with the Chief Medical Officer, the Associate Medical Director, and other staff physicians, on-call after-hours coverage and serve as on-site, after-hours coverage, on a 24-hour a day, 7-day a week, year-round basis when necessary, as determined by the CEO, Chief Medical Officer, and/or Associate Medical Director. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services;

2.1.4.1.7. Participate in the Medical Staff Organization and other administrative committees, assigned committees and task forces;

2.1.4.1.8. Complete medical and/or psychiatric consultation on patients from facilities other than NHH, consistent with current Department policy;

2.1.4.1.9. Complete, in a timely manner, all necessary documentation, as required by TJC and CMS

standards;

2.1.4.1.10. Complete Occurrence Reports in compliance with Department policy;

2.1.4.1.11. Complete all medical record documentation, including ongoing and timely documentation of clinical care regarding medical necessity, including daily progress notes to document and support medical necessity, within timeframes as specified by the NHH's Record Documentation policy and procedure and other relevant policies and procedures.

2.1.4.1.12. Adhere to all Department policies, including, but not limited to policies on Medical Records Documentation and Progress Notes;

2.1.4.1.13. Ensure that documentation is consistent with normative data collected by the Compliance Officer and Utilization Review Manager;

2.1.4.1.14. Provide other services as required, which are consistent with the mission of the Department;

2.1.4.1.15. Appear and testify in all court and administrative hearings, as required by the Department;

2.1.4.1.16. Develop and maintain positive relationships with Department staff, patients, families, advocates, community providers and other interest groups vital to the functioning the Department's system of care, including for the purpose of transition planning by adhering to Department standards; and

2.1.4.1.17. Participate in the utilization review processes, including appeals and other processes, as required by the Chief Medical Officer, Associate Medical Director, and/or the CEO.

2.1.4.2. The Contractor shall ensure a minimum of one (1) FTE Staff Psychiatrist is dedicated to providing services to the NHH inpatient stabilization unit (ISU).

2.1.4.3. The Contractor shall ensure a minimum of (1) FTE Staff Psychiatrist certified in forensics is dedicated to providing services to the NHH High Security Unit, which does not exceed a 24:1 patient-to-provider ratio.

2.1.4.4. The Contractor shall ensure a minimum of one (1) Staff Psychiatrist is assigned to the provision of services to the Care Traffic Control (CTC) program.

2.1.4.5. The Contractor shall ensure a minimum of (1) FTE Staff Psychiatrist is certified in addiction; is a physician who is certified in general psychiatry; and has significant clinical experience in addiction medicine. (A fellowship training and/or board certification in addiction medicine or addiction psychiatry is highly preferred.)

2.1.4.6. The Contractor shall ensure a minimum of (1) FTE Staff Psychiatrist is a Geropsychiatrist who has:

2.1.4.6.1. Completed an ACGME-approved residency program in psychiatry, and is board certified by the American Board of Psychiatry and Neurology in Psychiatry; and

2.1.4.6.2. Completed a one-year geropsychiatry fellowship and is specialty certified by the American Board of Psychiatry and Neurology in geriatric psychiatry. (Two (2) years of additional clinical experience in geriatric psychiatry may be substituted the one-year fellowship.)

2.1.4.7. The Contractor shall ensure Staff Psychiatrists provide services on a full-time basis as defined in Paragraph 1.4.3 above and limit their practice to treating NHH patients only, except for night and weekend staff, who may be working part-time or per diem.

2.1.4.8. Notwithstanding the above, the Department and Contractor agree that one (1) Staff Psychiatrist may perform occasional outside practice duties, with the advance written approval of the CEO and Chief Medical Officer, but only if said duties do not, in the sole judgment of the CEO, interfere with the psychiatrist's duties at the Department; and (ii) Contractor Personnel may be permitted, subject to prior notice and the approval of both the Chief Medical Officer and CEO, to perform educational or research activities so long as those activities further the mission and goals of the Department. Staff Psychiatrists and Contractor Personnel approved for such activities shall provide monthly documentation and summary progress reports to the Chief Medical Officer and the CEO that specifies time spent devoted to educational or research activities.

2.1.4.9. The Contractor shall ensure Staff Psychiatrists participate in on-call, after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are provided 24 hours per day, 7 days per week. For this reason, the Contractor provides reports summarizing full-time equivalent staffing for each invoicing period. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH.

2.1.4.10. The Contractor agrees Staff Psychiatrists may also be required to participate in on-call, after-hours coverage as needed upon commencement of patient services at the High Security Unit.

2.1.4.11. The Contractor may assign Staff Psychiatrists to perform Electroconvulsive Therapy (ECT) upon agreement by the parties.

2.1.5. **Psychiatric Advanced Practice Registered Nurses**

2.1.5.1. The Contractor shall ensure Psychiatric APRNs possess an APRN degree and have board certification as Psychiatric–Mental Health Nurse Practitioner-Board.

2.1.5.2. The Contractor shall ensure Psychiatric APRNs provide clinical services in extended care and admissions areas with patients with severe mental illness and medical co-morbidities in accordance with the scope of practice described in RSA 326-B:11. The Contractor shall ensure Psychiatric APRNs:

2.1.5.2.1. Perform advanced assessments.

2.1.5.2.2. Diagnose, prescribe, administer and develop treatment regimens.

2.1.5.2.3. Provide consultation as appropriate.

2.1.5.2.4. Independently prescribe, dispense, and distribute psychopharmacologic drugs within the formulary and act as treatment team leaders in accordance with State of New Hampshire law and medical staff by-laws.

2.1.5.2.5. Provide documentation in accordance with Department policy and the allowable scope of practice for APRNs.

2.1.5.3. The Contractor must provide one (1) FTE Psychiatric APRN to support the geriatric population on Unit I and Unit J.

2.1.5.4. The Contractor must provide one-half (.5) FTE Psychiatric APRN to oversee the Contractor's other Psychiatric APRNs, to assist with quality monitoring and reporting, and to develop and deliver educational services as needed.

2.1.6. **Chief Psychologist**

2.1.6.1. The Contractor shall provide one (1) FTE Chief Psychologist who is a clinical psychologist (PhD or Psy.D.). The Contractor shall ensure the Chief Psychologist:

2.1.6.1.1. Administers and analyzes psychological test batteries and clinical assessment interviews with acute psychiatric in-patients in a timely fashion, including cognitive assessment; personality and psychiatric diagnoses; and treatment and discharge planning.

2.1.6.1.2. Provides expert clinical consultation to psychiatrists, neurologists, treatment teams, guardians, and aftercare agencies, as well as at judicial hearings.

2.1.6.1.3. Works closely with psychiatric providers and other team members, as needed, to promote high quality patient care.

2.1.6.1.4. Determines and provides psychological treatment including but not limited to crisis intervention; individual, behavioral and group therapy; cognitive training to acute psychiatric in-patients with severe impairment; and family counseling when indicated.

2.1.6.1.5. Consults with nursing and other staff about management of difficult patients.

2.1.6.1.6. Participates in and suggests Psychology quality assurance audits and clinical program evaluation efforts.

2.1.6.1.7. Collaborates with state-employed Psychologists, and their respective leadership, to develop consistent, evidence-based clinical practices throughout the organization.

2.1.7. **Psychologist**

2.1.7.1. The Contractor shall provide two (2) FTE Psychologists who are clinical psychologists (PhD or Psy.D.). The Contractor

shall ensure the Psychologists:

2.1.7.1.1. Administer and analyze psychological test batteries and clinical assessment interviews, including, but not limited to cognitive assessments, personality and psychiatric diagnoses, and treatment and discharge planning.

2.1.7.1.2. Determine and provide psychological treatment.

2.1.7.1.3. Complete progress notes and other documentation.

2.1.8. **Forensic Psychologist**

2.1.8.1. The Contractor shall provide a minimum of one (1) FTE Forensic Psychologist to assist with serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients that require inpatient psychiatric treatment. The Contractor shall ensure the Forensic Psychologist:

2.1.8.1.1. Is a clinical psychologist (PhD, Psy.D., or EdD with forensic experience);

2.1.8.1.2. Has significant clinical experience in forensic psychology; and

2.1.8.1.3. Has a certification in forensic psychology (preferred).

2.1.8.2. The Contractor shall ensure the patient-to-provider ratio for the Forensic Psychologist does not exceed 24:1.

2.1.9. **Administrative Staff**

2.1.9.1. The Contractor shall provide a minimum of one half (.50) FTE Administrative Staff to provide administrative support to clinical staff. The Contractor shall ensure the Administrative Staff:

2.1.9.1.1. Screen and assess relative priorities of correspondence, inquiries, and projects.

2.1.9.1.2. Organize systems of distribution and review of these items to ensure efficient communication.

2.1.9.1.3. Answer administrative questions on behalf of the Department in a professional manner in coordination with the Director of Psychiatry

Administration and Chief Medical Officer.

2.1.9.1.4. Respond to routine correspondence in a timely manner.

2.1.9.1.5. Compose drafts of selected correspondence, special studies, and/or finishes documents.

2.1.9.1.6. Develop and maintain a filing system for all files related to the contract between the Department and the Contractor.

2.1.9.1.7. Conduct special studies of an administrative nature.

2.1.9.1.8. Serve as resource person who is able to direct persons and inquiries, provide information, and recognize and assess developing situations of significance to the overall functioning of the Contractor within NHH.

2.1.9.1.9. Monitor budget accounts, attendance and schedules of providers related to the contract with NHH.

2.1.9.1.10. Schedule weekend and holiday provider coverage in coordination with the Associate Medical Directors.

2.1.9.1.11. Provide reports and other data to ensure proper contract billing.

2.1.9.1.12. Manage and complete multiple priorities by established deadlines.

2.1.9.1.13. Support medical provider teams with communication, data extraction and other administrative tasks.

2.1.9.1.14. Support Quality Improvement /Quality Assurance /Key Performance Indicator monitoring and reporting in conjunction with the Associate Medical Director.

2.1.9.1.15. Support all contracted providers with administrative tasks required by the Contractor, including but not limited to expense tracking, time attestations, and compliance monitoring.

2.1.9.1.16. Perform other duties as required or assigned.

2.1.10. **Forensic Psychiatrists**

2.1.10.1. The Contractor shall provide a minimum of two (2) FTE Forensic Psychiatrists to provide services to the High Security Unit when it is operational. The Contractor shall ensure all Forensic Psychiatrists:

2.1.10.1.1. Have appropriate experience in the specialty in which they are boarded or board eligible; and

2.1.10.1.2. Have completed an ACGME-approved residency program in psychiatry.

2.1.10.1.3. Formulate and implement treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, care and management of patients;

2.1.10.1.4. Maintain and direct a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with Department norms;

2.1.10.1.5. Determine the appropriateness of admissions, transfers and discharges, consistent with RSA 135-C;

2.1.10.1.6. Participate in the Medical Staff Organization and other administrative committees, assigned committees and task forces;

2.1.10.1.7. Complete medical and/or psychiatric consultation on patients from other facilities, consistent with Department policy;

2.1.10.1.8. Complete all necessary documentation, as required, by TJC and CMS standards;

2.1.10.1.9. Complete Occurrence Reports in compliance with Department policy;

2.1.10.1.10. Complete all medical record documentation, including ongoing and timely documentation of clinical care regarding medical necessity, including daily progress notes to document and support medical necessity, within timeframes as specified by the Department's Medical Record Documentation policy and procedure and other relevant policies and procedures.

2.1.10.1.11. Ensure documentation is consistent with normative data collected by the Compliance Officer and Utilization Review Manager;

2.1.10.1.12. Provide other services as required, which are consistent with the mission of NHH and the intent of this Agreement;

2.1.10.1.13. Appear and testify in all court and administrative hearings as required by the Department;

2.1.10.1.14. Develop and maintain positive relationships with Department staff, patients, families, advocates, community providers and other interest groups vital to the functioning of the Department's system of care, including for the purpose of transition planning. In accomplishing this requirement, the Contractor shall ensure psychiatrists adhere to Department standards;

2.1.10.1.15. Participate in utilization review processes, including appeals and other processes, as required by the Chief Medical Officer, Associate Medical Director, and/or CEO; and

2.1.10.1.16. Participate in on-call afterhours coverage and serve as on-site, after-hours coverage, on a 24-hour a day, 7-day a week, year-round basis when necessary, as determined by the CEO, Chief Medical Officer, and/or Associate Medical Director. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services.

2.1.10.2. The Contractor agrees Forensic Psychiatrists may also be required to participate in on-call, after-hours coverage for NHH, as needed.

2.1.10.3. The Contractor shall ensure all Forensic Psychiatrists provide services on a full-time basis as defined in Paragraph 1.4.3 above and limit their practice to treating Department patients only.

2.1.10.4. Notwithstanding the above, the Contractor agrees Forensic Psychiatrists may perform occasional outside practice duties, with the advance written approval of the CEO and Chief Medical Officer, but only if said duties do not, in the sole

judgment of the CEO, interfere with the psychiatrists' duties at the Department.

2.1.10.5. The Contractor shall ensure Forensic Psychiatrists participate in on-call, after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are provided 24 hours per day, 7 days per week. For this reason, the Contractor shall provide reports summarizing full-time equivalent staffing for each invoicing period.

2.1.11. **Forensic Psychologists**

2.1.11.1. The Contractor shall provide a minimum of three (3) FTE Forensic Psychologists to assist with serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients who require inpatient psychiatric treatment. The Contractor shall ensure Forensic Psychologists:

2.1.11.1.1. Are clinical psychologists (PhD or Psy.D.);

2.1.11.1.2. Have significant clinical experience in forensic psychology; and

2.1.11.1.3. Have certification in forensic psychology (preferred).

2.1.11.2. The Contractor shall ensure one (1) Forensic Psychologist provides services that include, but are not limited to:

2.1.11.2.1. Assisting with the design and operational planning for the High Security Unit;

2.1.11.2.2. Developing workflows and policies for the High Security Unit;

2.1.11.2.3. Assisting in ensuring regulatory readiness for the High Security Unit;

2.1.11.2.4. Supporting TJC accreditation process for the High Security Unit; and

2.1.11.2.5. Serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients who require inpatient psychiatric treatment, upon commencement of services at the High Security Unit.

2.1.11.3. The Contractor must provide two (2) additional Forensic Psychologists to provide full-time clinical services to patients at the High Security Unit prior to the opening of the facility.

2.1.11.4. The Contractor shall ensure the patient-to-provider ratio for the Forensic Psychologists does not exceed 12:1 at the High Security Unit.

2.1.12. **Behavioral Analyst**

2.1.12.1. The Contractor shall provide a minimum of one (1) FTE Board Certified Behavioral Analyst who provides services to NHH and the High Security Unit when it is operational. The Contractor shall ensure the Behavioral Analyst:

2.1.12.1.1. Coordinates and provides services in applied behavioral analysis, function analyses and assessment, behavior acquisition and reduction procedures, and adaptive life skills;

2.1.12.1.2. Provides ongoing support to clinical staff as it relates to the implementation and documentation associated with behavior plans;

2.1.12.1.3. Assists in the development and implementation of assessment tools, conducts functional assessments and analyses when appropriate, and develops appropriate behavior strategies to teach appropriate behavior and reduce maladaptive behaviors;

2.1.12.1.4. Provides ongoing support and training to direct care professionals, clinical staff and other individuals, including, but not limited to, patients' guardians, as needed;

2.2. **Glencliff Home**

2.2.1. **Medical Director**

2.2.1.1. The Contractor shall provide one (1) part-time Geropsychiatrist to serve as the Medical Director for two (2) days per week (sixteen (16) hours per week) at Glencliff Home. The Contractor shall ensure the Medical Director:

2.2.1.1.1. Coordinates all medical care and direct psychiatric services, treatment and associated follow-up to all residents of Glencliff Home;

2.2.1.1.2. Completes and appropriately documents care for all individuals requiring care, as identified by Glencliff Home clinical and nursing staff;

2.2.1.1.3. Provides administrative functions, including but

not limited to review and establishment of policies that reflect current standards of practice; oversight of physicians; attendance at mandatory committee meetings, including but not limited to quality assurance and performance improvement (QAPI), infection control, and admissions; regularly review the use of psychotropic medications for compliance with the Omnibus Budget Reconciliation Act (OBRA) regulations; and the provision of other assistance in meeting standards for annual State inspections and Federal regulations;

2.2.1.1.4. Prepares for, travels as necessary, and delivers expert testimony in probate court, as needed, on matters that may include, but are not limited to, guardianship cases, electroconvulsive therapy, and do not resuscitate orders;

2.2.1.1.5. Provides written patient evaluations on each patient as frequently as required by the Department but in no case less than once per calendar year; and

2.2.1.1.6. Serves as liaison with other organizations, including, but not limited to NHH, when a Glencliff Home resident is receiving services at another healthcare institution.

2.2.1.2. The Contractor shall ensure routine, or emergency telephone consultation is provided by the Medical Director or an equally qualified physician at no additional cost, twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, to Glencliff Home.

2.3. **Additional Requirements for NHH only - Service Area #1 -**

2.3.1. The Contractor shall ensure inter-disciplinary case reviews are completed on 100% of patients who are clinically stable for greater than fifteen (15) days and still admitted to NHH.

2.3.2. The Contractor shall ensure that staffing is maintained at a level that ensures no impact on the number of beds available and that NHH does not stop admissions due to the lack of coverage for staff provided by the Contractor.

2.3.3. The Contractor shall ensure that on-call after-hours coverage is provided by no less than one (1) full-time Psychiatrist. Additional

personnel who provide coverage may be either a Psychiatrist or a Psychiatric APRN.

2.3.4. The Contractor shall ensure on-call after-hours coverage is assigned in one-week increments in rotation among the full-time psychiatric staff.

2.3.5. The Contractor shall ensure the on-site after-hours coverage on weekdays, weekends and holidays is provided by a Psychiatrist or Psychiatric APRN. The Contractor shall ensure staff are certified or eligible for certification by the American Board of Psychiatry and Neurology or are in training in an accredited psychiatry residency program with at least three (3) years of training experience or are credentialed as a Psychiatric APRN through the American Nurse Credentialing Center or equivalent credentialing body.

2.3.6. The Contractor shall maintain a pool of Psychiatrists or Psychiatric APRNs, or a combination thereof, who are credentialed with NHH for the after-hours work, and the after-hours staff are assigned to in-house after-hours coverage by the Chief Medical Officer or Associate Medical Officer with a six (6) month rolling calendar. The Contractor shall ensure the pool is of sufficient size and appropriate qualifications to ensure the ability to meet the staffing level requirements and performance standards specified herein.

2.3.7. At the request of the CEO, staff provided by the Contractor shall provide tele-psychiatry or offsite consultation. The Contractor shall ensure staff who conduct tele-psychiatry have professional malpractice insurance in effect, in an amount satisfactory to the Department, and meet all credentialing and provider enrollment guidelines pertinent to providing tele-health services.

2.4. **Performance Standards and Outcomes for NHH only – Service Area #1**

2.4.1. The Contractor's performance standards and outcomes shall be monitored to ensure:

2.4.1.1. Within forty-five (45) days of the assignment of the Chief Medical Officer, and annually thereafter, the Contractor and CEO, in consultation with the Chief Medical Officer, shall develop a list of performance metrics, which shall be updated on an annual basis at a minimum, based upon the deliverables, functions and responsibilities of the Chief Medical Officer, subject to approval by the CEO, which shall be reviewed for approval on a quarterly basis.

2.4.1.2. Services provided by the Chief Medical Officer are satisfactory to the Department. The Contractor shall, no less

than annually and more frequently if required by the Department, provide an evaluation tool to solicit input from the CEO regarding the Chief Medical Officer's provision of services.

2.4.1.3. A corrective action plan is developed to address any material concerns, as defined by the CEO, in the evaluation tool, and provide a copy of the plan to the CEO for review and approval.

2.4.1.4. The Contractor shall maintain staffing levels at all times to mitigate any impact on the number of beds available and interrupted admissions due to the lack of staffing coverage.

2.5. **Key Performance Indicators for NHH only - Service Area #1**

2.5.1. The Contractor shall ensure providers comply with the following Key Performance Indicators:

2.5.1.1. Psychiatric Progress Notes

2.5.1.1.1. Completed daily on patients who are certified as acute inpatient level of care.

2.5.1.1.2. Completed within 24 hours of seeing a patient.

2.5.1.1.3. Completed not less than five (5) times per week or unless otherwise specified by the CEO, their designee or the Department, on patients who are no longer acute level of care.

2.5.1.1.4. Content as it pertains to:

2.5.1.1.4.1. CMS local coverage determinations for NHH; and

2.5.1.1.4.2. NHH facility's policies and procedures.

2.5.1.2. Patient Length of Stay

2.5.1.2.1. Evaluation through data collection and case review of active treatment during patient stay.

2.5.1.3. CMS Certification Guidelines

2.5.1.3.1. Certifications and/or re-certification conducted in accordance with required CMS and NHH timeframes.

2.5.1.3.2. Assigned certification status is clearly supported in psychiatric progress notes.

2.5.1.4. Standardized Process

2.5.1.4.1. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.

2.5.1.4.2. Individual metrics are developed based on the target outcomes of the standardized work.

2.5.1.5. Treatment Plans

2.5.1.5.1. Provider specific portions of treatment plans are completed within 24 hours of admission.

2.5.1.5.2. Performance measured by periodic audits which are provided to the Chief Medical Officer and CEO.

2.5.1.5.3. Content as it pertains to:

2.5.1.5.3.1. CMS local coverage determinations for NHH and their associates' policies; and

2.5.1.5.3.2. NHH policies and procedures.

2.5.1.6. Annual Reviews

2.5.1.6.1. The Chief Medical Officer or designee must conduct and document annual reviews on all Contractor Personnel providing services under this Agreement. The Contractor shall ensure performance evaluations are in compliance with professional standards for evaluations per CMS and TJC guidelines.

2.6. **Quality Assurance and Monitoring Plan for NHH only - Service Area #1**

2.6.1. The Contractor shall submit a Quality Assurance and Monitoring Plan, subject to approval, and subsequent modification as required by the Department. The Contractor shall ensure the Quality Assurance and Monitoring Plan addresses at a minimum:

2.6.1.1. Ensuring adequate staffing to operate NHH beds at full utilization;

2.6.1.2. Ensuring Contractor's staff receive necessary supervision and training to perform the assigned tasks;

2.6.1.3. Ensuring patients receive care consistent with evidence-based care; and

2.6.1.4. Creating and implementing the highest standard practices to

protect the safety of patients, staff, and visitors.

2.6.2. The Contractor shall ensure the Chief Medical Officer monitors progress toward the stated goals in the Quality Assurance and Monitoring Plan and provides reports to the CEO and Contractor on a quarterly basis.

2.6.3. The Contractor shall ensure the Chief Medical Officer meets with the CEO and Contractor at minimum on a quarterly basis to review progress toward Quality Assurance and Monitoring Plan goals, as well as Key Performance Indicators specified in Subsection 2.5. above.

2.6.4. The Contractor shall oversee the performance of the Chief Medical Officer toward these Quality Assurance and Monitoring goals.

2.6.5. The Contractor shall review and revise the Quality Assurance and Monitoring Plan, in consultation with the CEO on an annual basis, or as otherwise requested by the Department.

3. Service Area #2 Non-Emergent Medical Services

3.1. New Hampshire Hospital

3.1.1. General Medical Director

3.1.1.1. The Contractor shall provide one (1) FTE physician to serve as the General Medical Director at NHH.

3.1.1.2. The Contractor shall ensure the General Medical Director is physically present at NHH a minimum of forty (40) hours per week and oversees all clinical staff in Service Area #2 referenced herein. The Contractor shall ensure the General Medical Director:

3.1.1.2.1. Is a primary care or internal medicine physician who has completed residency with at least three (3) years of experience in supervising primary care clinicians. (A board certification in a primary care field is preferred.)

3.1.1.2.2. Provides consultation for infection prevention and infection control practices and protocols;

3.1.1.2.3. Assumes a leadership role in maintaining and improving medical standards of care for patients;

3.1.1.2.4. Partners with state-employed medical providers to provide evidence-based medical care to patients of NHH; and

3.1.1.2.5. Educates staff in the appropriate application of

evidence-based practices and protocols for medical care.

3.1.2. **General Internist/Hospitalist**

3.1.2.1. The Contractor shall provide one (1) FTE General Internist/Hospitalist. The Contractor shall ensure the General Internist/Hospitalist:

3.1.2.1.1. Is a primary care or internal medicine physician who has completed residency with at least three (3) years of experience. (A board certification in a primary care field is preferred.)

3.1.2.1.2. Provides general medical care to patients at NHH.

3.1.2.1.3. Consults with specialists statewide to improve medical comorbidities for patients at NHH.

3.1.2.1.4. Coordinates care with local community hospitals to ensure patients receive hospital-level medical care, if needed, outside of NHH.

3.1.2.1.5. Assists and participates in various hospital-wide initiatives, including, but not limited to, vaccination clinics, medical testing events, and other functions that may result from a pandemic, or other public health related event.

3.1.2.2. The Contractor must provide an additional one-half (.5) FTE Hospitalist (General Internist or APRN) for medical coverage each Friday until the following Monday at 8:30 AM. This coverage also includes holidays observed by the Contractor.

3.1.3. **Advanced Practice Registered Nurse**

3.1.3.1. The Contractor shall provide two (2) FTE APRNs to complete primary, acute, and specialty healthcare services. The Contractor shall ensure the APRNs:

3.1.3.1.1. Complete a board certification competency-based examination, with credentials that remain valid for five (5) years and completes specific continuing education requirements to renew specialty certifications as needed.

3.1.3.1.2. Treat patients with diagnosed disorders along with medical comorbidities that require attention during their admission.

3.1.3.1.3. Consult with specialists statewide to improve medical comorbidities for patients at NHH.

3.1.3.1.4. Coordinate care with local community hospitals, to ensure patients receive hospital-level medical care, if needed, outside of NHH.

3.1.3.1.5. Assist and participate in various hospital-wide initiatives, such as vaccination clinics, medical testing events, and other functions that may result from a pandemic, or other public health related event.

3.1.4. **Administrative Staff**

3.1.4.1. The Contractor shall provide a minimum of one half (.50) FTE Administrative Staff to provide administrative support at NHH to clinical staff. The Contractor shall ensure the Administrative Staff:

3.1.4.1.1. Screen and assess relative priorities of correspondence, inquiries, and projects.

3.1.4.1.2. Organize systems of distribution and review of these items to ensure efficient communication.

3.1.4.1.3. Answer administrative questions on behalf of the Department in a professional manner in coordination with the Director of Psychiatry Administration and Chief Medical Officer.

3.1.4.1.4. Respond to routine correspondence in a timely manner.

3.1.4.1.5. Compose drafts of selected correspondence, special studies, and/or finishes documents.

3.1.4.1.6. Develop and maintain a filing system for all files related to the contract between the State and the Contractor.

3.1.4.1.7. Conduct special studies of an administrative nature.

3.1.4.1.8. Serve as resource person who is able to direct persons and inquiries, provide information, and recognize and assess developing situations of significance to the overall functioning of Contractor within NHH.

3.1.4.1.9. Monitor budget accounts, attendance and

schedules of providers related to the contract with the Department.

3.1.4.1.10. Schedule weekend and holiday provider coverage in coordination with the Associate Medical Directors

3.1.4.1.11. Provide reports and other data to ensure proper contract billing.

3.1.4.1.12. Manage and complete multiple priorities by established deadlines.

3.1.4.1.13. Support medical provider teams with communication, data extraction and other administrative tasks.

3.1.4.1.14. Support Quality Improvement/Quality Assurance/Key Performance Indicator monitoring and reporting in conjunction with the Associate Medical Director.

3.1.4.1.15. Support all contracted providers with administrative tasks required by the Contractor, including but not limited to expense tracking, time attestations, and compliance monitoring.

3.1.4.1.16. Perform other duties as required or assigned.

3.2. **Additional Requirements - Service Area #2**

3.2.1. For all non-urgent medical consult requests, Contractor Personnel shall review and issue either an approval or an alternative treatment recommendation within the next business day (non-holiday or weekend) of a non-urgent consult request being made.

3.2.2. The Contractor shall act upon all urgent and/or emergent medical consult requests within one (1) hour of a consult request being made.

3.2.3. The Contractor shall complete a history and physical (H&P) for all patients within 24 hours of admission, and every 30 days thereafter, for patients with a length of stay (LOS) greater than 30 days.

3.2.4. The Contractor shall ensure provider staff provide on-call, after-hours coverage above the 40-hour week to ensure on-call physician services are available 24 hours per day, 7 days per week. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH.

3.3. **Performance Standards and Outcomes - Service Area #2**

3.3.1. The Contractor shall maintain staffing levels at all times to mitigate any impact on the number of beds available and interrupted admissions due to the lack of staffing coverage.

3.4. **Key Performance Indicators - Service Area #2**

3.4.1. The Contractor shall ensure providers comply with the following Key Performance Indicators:

3.4.1.1. Progress Notes

3.4.1.1.1. Completed within 24 hours of seeing a patient.

3.4.1.1.2. Content as it pertains to:

3.4.1.1.2.1. CMS local coverage determinations for NHH and their associates' policies; and

3.4.1.1.2.2. NHH policies and procedures.

3.4.1.2. Standardized Process

3.4.1.2.1. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.

3.4.1.2.2. Individual metrics are developed based on the target outcomes of the standardized work.

3.4.1.3. Treatment Plans

3.4.1.3.1. Provider specific portions of treatment plans are completed within 24 hours of admission.

3.4.1.3.2. Performance measured by random monthly audits which are provided to the Utilization Management Committee.

3.4.1.3.3. Content as it pertains to:

3.4.1.3.3.1. CMS local coverage determinations for NHH and their associates' policies; and

3.4.1.3.3.2. Department policies and procedures.

3.4.1.4. Annual Reviews

3.4.1.4.1. Annual reviews are documented on all Contractor Personnel performing services under

this Agreement. The Contractor shall ensure performance evaluations are in compliance with professional standards for evaluations per CMS and TJC guidelines.

3.4.2. Upon request by the Department, the Contractor shall identify additional performance metrics, develop performance goals, establish monitoring processes and engage in collaborative performance evaluation processes for Service Area #2.

3.5. **Quality Assurance and Monitoring Plan - Service Area #2**

3.5.1. The Contractor shall submit a Quality Assurance and Monitoring Plan, subject to approval, and subsequent modification as required by the Department. The Contractor shall ensure the Quality Assurance and Monitoring Plan addresses at a minimum:

3.5.1.1. Ensuring adequate staffing to operate NHH beds at full utilization;

3.5.1.2. Ensuring the Contractor's staff receive necessary supervision and training to perform the assigned tasks;

3.5.1.3. Ensuring that patients receive care consistent with evidence-based care; and

3.5.1.4. Creating and implementing the highest standard practices to protect the safety of patients, staff, and visitors.

3.5.2. The Contractor shall ensure the General Medical Director monitors progress toward the stated goals in the Quality Assurance and Monitoring Plan and provides reports to the CEO and a representative of the Contractor on a quarterly basis.

3.5.3. The Contractor shall ensure the General Medical Director meets with the CEO and Contractor on a quarterly basis to review progress toward Quality Assurance and Monitoring Plan goals, as well as Key Performance Indicators specified in Subsection 3.4. above.

3.5.4. The Contractor shall oversee the performance of the General Medical Director toward these Quality Assurance and Monitoring goals.

3.5.5. In consultation with the CEO, the Contractor shall review and revise the Quality Assurance and Monitoring Plan on an annual basis, or as otherwise requested by the Department.

4. Additional Requirements – All Service Areas

4.1. Subject to Section 4.3, the Contractor shall ensure all assignments for all staffing positions are covered on a daily basis, and, if providing staff to NHH, are responsible for reporting out on staffing assignments during daily safety

huddles.

4.2. The Contractor shall ensure all staffing positions provided are continuously filled or in active recruitment. The Contractor shall provide the appropriate Department designee with monthly updates on the recruitment process for all unfilled positions.

4.3. The Contractor shall be solely responsible for providing, at no additional cost to the Department, qualified, sufficient staff coverage to fill any gap in coverage during any anticipated leave time, including sick leave, vacation, or continuing medical education leave lasting more than five (5) consecutive days unless otherwise agreed upon on a case-by-case basis by the CEO, and for providing appropriate transition between staff covering for those on leave. Qualified sufficient staff coverage means personnel who meet or exceed the qualifications of the vacating staff member.

4.4. The Contractor shall track and report staffing levels by FTE units on a monthly basis to the Department. The Contractor shall not be required to provide hourly timecards for clinical staff. The Contractor shall provide hourly timecards for non-clinical staff that summarize hours worked for each invoicing period.

4.5. The Contractor shall ensure the care needs of patients are fully addressed by modifying the number of hours per week worked by FTE and/or Part-Time FTE staff, as requested by the Department. The Contractor shall ensure Part-Time FTE staff work the appropriate number of hours in accordance with FTE allocation.

4.6. In the event of a healthcare system emergency, as determined by the Department, including but not limited to a local epidemic, pandemic, facility closures, or mass-quarantine in which additional staffing or resources are required due to a surge of individuals requiring services, the Contractor may also be required to adjust the total number of staff, both full-time and part-time, to fully address the care needs of patients.

4.7. All personnel provided by the Contractor shall be subject to approval by the Department prior to notifying candidates of assignment or hire. The Department will inform the Contractor of any applicable Department designee for this purpose per Service Area or position.

4.8. The Department, at its sole discretion, may rescind, either permanently or temporarily, its approval of any Contractor Personnel providing any services for any of the following reasons:

4.8.1. Suspension, revocation or other loss of a required license, certification or other contractual requirement to perform such services under the contract;

4.8.2. Provision of unsatisfactory service based on malfeasance, misfeasance, insubordination or failure to satisfactorily provide

required services;

4.8.3. Arrest or conviction of any felony, misdemeanor, or drug or alcohol related offense;

4.8.4. Abolition of the role due to a change in organizational structure, lack of sufficient funds or like reasons; or

4.8.5. Any other reason that includes but is not limited to misconduct; violation of Department policy; violation of state or federal laws and regulations pertaining to the applicable Department service area; or a determination made by the Department that the individual presents a risk to the health and safety of any staff member, or any individual served by the Department.

4.9. In the event of such rescission, the Department shall, to the extent possible, provide the Contractor with reasonable advanced notice and the applicable reason. The Contractor shall ensure the applicable staff member(s) are prohibited from providing services for the period of time that the Department exercises this right. No additional payments will be paid by the State of New Hampshire for any staff removed from duty by the Department for any reason. The Contractor:

4.9.1. Shall, unless the Contractor Personnel was removed from providing services under Section 4.8.4, provide replacement personnel who meet all of the applicable requirements under the contract, including but not limited to being subject to Department approval specified in 4.7;

4.9.2. Shall be responsible for providing transition services to the applicable Service Area to avoid the interruption of services and administrative responsibilities at no additional cost to the Department;

4.9.3. Shall furnish replacement staff, within ten (10) business days, who meet all of the requirements for the applicable position under the resulting contract(s) if the duration of a temporarily rescinded approval is greater than seven (7) calendar days. The Contractor shall be informed by the Department of the anticipated duration for which approval will remain rescinded. The Contractor shall be responsible for providing, at no additional cost to the Department, transition services to the Department to avoid service interruption;

4.9.4. May initiate, at the sole discretion of the Contractor, any internal personnel actions against its own employees. Nothing herein prohibits the Contractor from seeking information from the Department regarding the Department's decision, unless information is otherwise restricted from disclosure by the Department based on internal Department policies or rules, State of New Hampshire personnel policies, rules, collective bargaining agreements, or other state or

federal laws.

4.9.5. The Contractor shall ensure that, prior to providing the applicable services for the applicable Department service area or facility, all required licenses, certifications, privileges, or other specified minimum qualifications are met for all staff, and where applicable, are maintained throughout the provision of services for the full term of the Contract. The Contractor shall provide the applicable Department designee with a copy of all documents. The Contractor shall not hold the Department financially liable for any fees or costs for any licenses, certifications or renewal of same, nor for any fees or costs incurred for providing copies of said licenses or certifications.

4.9.6. In addition to any approvals required by the Contractor for employees, the Contractor shall ensure staff provide timely, prior notification to the applicable Department designee for any anticipated leave time, unless otherwise stated herein for a specific position or service area. The Contractor shall ensure that all staff provided have a standard amount of vacation and sick time, subject to the normal and customary employee benefits and policies of the Contractor. However, the Contractor shall ensure staff abide by the State holiday schedule.

4.10. The Contractor shall ensure annual performance reviews are completed for all Contractor Personnel. The Contractor shall incorporate feedback from the applicable Department designee for such reviews. The Contractor shall ensure that goal development is responsive to the evolving needs of the Department over the course of the contract period.

4.11. The Contractor shall be responsible for managing all employee relations and performance management issues for the staff provided, in accordance with the Contractor's policies and procedures, Medical Service Organization (MSO) by-laws, and applicable NHH, Glencliff Home, and/or State of New Hampshire policies.

4.12. Prior to commencing work, the Contractor shall ensure all personnel provided undergo the following criminal background, registry, screening and medical examinations:

4.12.1. Criminal Background (including New Hampshire criminal background);

4.12.2. Bureau of Adult and Aging Services State Registry;

4.12.3. Division for Children, Youth and Families Central Registry; and

4.12.4. Physical capacity examination.

4.13. The Contractor shall ensure Contractor Personnel assigned to perform services under the Agreement comply with all Department requirements, policies, and procedures relative to infection prevention, mitigation, and control to mitigate

the risks of disease transmission prior to the commencement of services.

4.14. The Contractor shall ensure that the criminal background, registry, screening and medical examinations above are kept current as required and in accordance with the Department's confidentiality policy; the Department receives copies of all required documentation prior to the commencement of services and is not responsible for any costs incurred in obtaining the documentation.

4.15. The Contractor shall not utilize any personnel, including subcontractors, to fulfill the obligations of the contract, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The Contractor shall initiate a criminal background check re-investigation of all personnel provided every five (5) years. The Contractor shall ensure the five (5) year period is based on the date of the last criminal background check conducted by the Contractor or their agents.

5. State-Owned Devices, Systems and Network Usage

5.1. Contractor personnel must use a state-issued device, including, not limited to computers, tablets, or mobile telephones, in the fulfilling the requirements of the contract. The Contractor shall ensure all Contractor Personnel:

5.1.1. Use the information that they have permission to access solely for the provision of services hereunder or conducting official state business. All other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall, except as necessary to provide services hereunder, Contractor workforce or agents access or attempt to access information without having the express authority of the Department to do so;

5.1.2. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

5.1.3. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the Contractor shall use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State of New Hampshire can be used by the Contractor. Non-standard software shall not be installed on any equipment unless authorized by the Department's Information Security Office;

5.1.4. Agree that email and other electronic communication messages

created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems." The Contractor understands and agrees that use of email shall follow Department and State of New Hampshire standard policies; and

5.1.5. Use the internet and/or Intranet for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy of the Department. At no time should the internet be used for personal use.

6. Exhibits Incorporated

6.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

6.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

6.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

7. Reporting Requirements

7.1. **Service Area #1**

7.1.1. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations and/or the Department, the Contractor shall submit a written report, in a form specified by the Department, to the Department documenting the services provided by the Contractor's staff with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers.

7.1.2. In addition to other reports as agreed to by the Department and the Contractor, the Contractor shall submit a written report on an annual basis to the Department that describes the services rendered by the clinical staff, as well as the Contractor's performance pursuant to the requirements of the contract during the preceding contract year.

7.2. **Service Area #2**

7.2.1. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations

and/or the Department, the Contractor shall submit a written report, in a form specified by the Department, to the Department documenting the services provided by the Contractor's staff with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers.

7.2.2. In addition to other reports as agreed to by the Department and the Contractor, the Contractor shall submit a written report on an annual basis to the Department that describes the services provided by the General Medical Director and clinical staff, as well as the Contractor's performance pursuant to this Agreement during the preceding contract year.

7.3. **All Service Areas**

7.3.1. The Contractor shall provide monthly staff reports to the Department to sufficiently document actual staffing levels and services rendered. Monthly staff reports shall include the following:

7.3.1.1. Monthly staffing schedule;

7.3.1.2. FTE by position in accordance with the resulting contract(s);

7.3.1.3. Actual FTE worked within the monthly reporting period by clinical position; and

7.3.1.4. Actual FTE allocated to sick time, leave time, or any other non-clinical time within the monthly reporting period by clinical position.

8. Additional Terms

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

8.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State of New Hampshire has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith. In the event that any future state or federal legislation or court order impacts the Services described herein, the Department shall provide the Contractor with reasonable advanced notice of any necessary modification to Service priorities and expenditure requirements. The parties agree to cooperate in the implementation and planning of any such modification and the Department shall consider Contractor's reasonable requests with respect to such modifications. Notwithstanding the foregoing, the Department shall retain the final right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance with any future state or

federal legislation or court orders that have an impact on the Services described herein.

8.2. **Credits and Copyright Ownership**

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

8.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

8.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

8.2.3.1. Brochures.

8.2.3.2. Resource directories.

8.2.3.3. Protocols or guidelines.

8.2.3.4. Posters.

8.2.3.5. Reports.

8.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

8.3. **Eligibility Determinations**

8.3.1. If the Contractor is permitted and required by the Department 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.

8.3.2. 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.

8.3.3. 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 in writing. The Contractor shall furnish the

Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

8.3.4. 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.

9. Records

9.1. The Contractor shall keep records that include, but are not limited to:

9.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement, and all income received or collected by the Contractor.

9.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

10. Liquidated Damages

10.1. Liquidated damages are specified in, and may be assessed in accordance with, Exhibit C, Payment Terms, Section 14.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **68517**

Certificate Number: **0006776481**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of September A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Roberta L. Hines, MD, do hereby certify that:

1. I am the duly elected Chair of the Boards of Trustees of Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic (together, "Dartmouth-Hitchcock").
2. The following is a true and accurate excerpt from the Amended, Restated and Integrated Bylaws of the Dartmouth-Hitchcock Corporations:
    a. **"ARTICLE II – Section A. Fiduciary Duty. Stewardship over Corporate Assets.** As responsible stewards of tax-exempt, charitable Corporations, members of the Corporations' Boards have the fiduciary duty to oversee, with due care and loyalty, the stewardship of the Corporations' assets and operations in order to create a sustainable health system that is population focused and value-based, and to advance their respective corporate purposes. In exercising this duty, the Boards may, consistent with the respective Corporation's Articles of Agreement and these Bylaws, delegate authority to Board Committees and other bodies, or to various officers, to provide input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporations as may be necessary or desirable in furtherance of their charitable purposes."
3. Pursuant to policy approved and adopted by the Boards of Trustees consistent with the above Bylaws provision, the Chief Clinical Officer, Edward Merrens, MD, has subdelegated signature authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. The foregoing authority shall remain in full force and effect as of the date of the agreement executed or action taken in reliance upon this Certificate. This authority shall remain valid for thirty (30) days from the date of this Certificate and the State of New Hampshire shall be entitled to rely upon same, until written notice of modification, rescission or revocation of same, in whole or in part, has been received by the State of New Hampshire.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Boards of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 23rd day of January, 2025.

Roberta L. Hines, MD, Board Chair

CERTIFICATE OF INSURANCE

DATE: July 1 2024

COMPANY AFFORDING COVERAGE
Hamden Assurance Risk Retention Group, Inc.
P.O. Box 1687
30 Main Street, Suite 330
Burlington, VT 05401

INSURED
Mary Hitchcock Memorial Hospital
One Medical Center Drive
Lebanon, NH 03756
(603)653-6850

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COVERAGES

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002024-A	7/1/2024	7/1/2025	EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES	$1,000,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	$1,000,000
	OCCURRENCE				GENERAL AGGREGATE	$3,000,000
OTHER					PRODUCTS-COMP/OP AGG	$1,000,000
PROFESSIONAL LIABILITY		0002024-A	7/1/2024	7/1/2025	EACH CLAIM	$1,000,000
X	CLAIMS MADE				ANNUAL AGGREGATE	$3,000,000
	OCCURENCE					
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
Certificate is issued as evidence of insurance.

CERTIFICATE HOLDER

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

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES

Docusign Envelope ID: 8CD2D319-8143-4FE2-B740-21E8B91E595F

DARTHIT-01 LSTILES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2024

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

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

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Lauren Stiles PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Lauren.Stiles@hubinternational.com
INSURED Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Gray Insurance Company — 36307 INSURER B : Midwest Employers Casualty Company — 23612 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SPX0702544	7/1/2024	7/1/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Excess Workers' Comp			EWC010235	7/1/2024	7/1/2026	NH Only	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Workers Compensation coverage for

Cheshire Medical Center
Dartmouth-Hitchcock Health
Mary Hitchcock Memorial Hospital
Alice Peck Day Memorial Hospital
New London Hospital Association
Visiting Nurse Associates and Hospice of Vermont and New Hampshire

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amanda J. Kearney

About Dartmouth Hitchcock Medical Center and Dartmouth Hitchcock Clinics

Dartmouth Hitchcock Medical Center and Clinics—members of Dartmouth Health (https://www.dartmouth-health.org)—include Dartmouth Hitchcock Medical Center, the state's only academic medical center, and Dartmouth Hitchcock Clinics, which provide primary and specialty care throughout New Hampshire and Vermont.

Our physicians and researchers collaborate with Geisel School of Medicine scientists and faculty as well as other leading healthcare organizations to develop new treatments at the cutting edge of medical practice bringing the latest medical discoveries to the patient.

Who are Dartmouth Hitchcock Medical Center and Dartmouth Hitchcock Clinics?

Dartmouth Hitchcock Medical Center

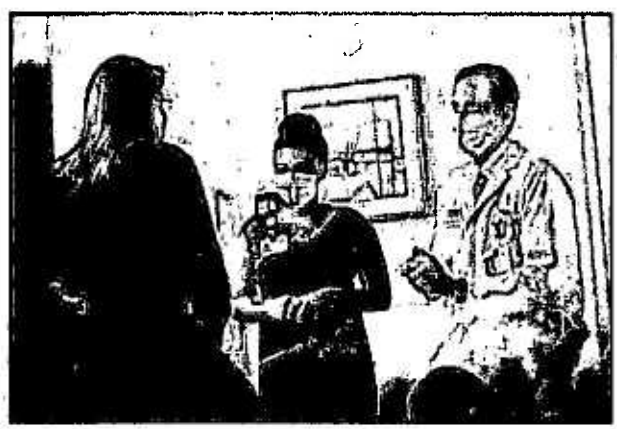
Dartmouth Hitchcock Medical Center is the state's only academic medical center and the only Level I Adult and Level II Pediatric Trauma Center in New Hampshire. The Dartmouth Hitchcock Advanced Response Team (DHART), based in Lebanon and Manchester, provides ground and air medical transportation to communities throughout northern New England. In 2024, Dartmouth Hitchcock Medical Center was named New Hampshire's best hospital in the *U.S. News & World Report* Best Hospitals 2024-25 (https://health.usnews.com/best-hospitals/area/nh/dartmouth-hitchcock-medical-center-6120170) rankings, recognized as high-performing in 11 common adult procedures and conditions. We also are recognized for high-performing Maternity Care/Uncomplicated Pregnancy, which was part of the Best Maternity Hospitals survey.

Dartmouth Hitchcock Clinics

Dartmouth Hitchcock Clinics provide primary and specialty care throughout New Hampshire and Vermont, with major community group practices in Lebanon, Concord, Manchester, Nashua, and Keene, New Hampshire, and Bennington, Vermont.

Children's Hospital at Dartmouth Hitchcock Medical Center

Children's Hospital at Dartmouth Hitchcock Medical Center (https://childrens.dartmouth-health.org/locations-directions/lebanon-region) is New Hampshire's only children's hospital and a member of the Children's Hospital Association, providing advanced pediatric inpatient, outpatient and surgical services at Dartmouth Hitchcock Medical Center.



Norris Cotton Cancer Care Pavilion Lebanon

Norris Cotton Cancer Care Pavilion Lebanon (https://cancer.dartmouth.edu/locations-directions/norris-cotton-cancer-care-pavilion-lebanon), one of only 57 NCI-designated Comprehensive Cancer Centers in the nation, is one of the premier facilities for cancer treatment, research, prevention, and education.

Our mission, vision, and values

Our mission

We advance health through research, education, clinical practice and community partnerships, providing each person the best care, in the right place, at the right time, every time.

Our vision

Achieve the healthiest population possible, leading the transformation of health care in our region and setting the standard for our nation.

Our values

- Respect
- Integrity
- Commitment
- Transparency
- Trust
- Teamwork
- Stewardship
- Community

Also of interest

Learn About Clinical Trials & Research (https://www.dartmouth-hitchcock.org/research/learn-about-clinical-trials-research)

Dartmouth Hitchcock Medical Center and... (https://www.dartmouth-hitchcock.org/about/history)

Collaborations (https://www.dartmouth-hitchcock.org/about/collaborations)

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2023 and 2022

Dartmouth-Hitchcock Health and Subsidiaries
Index
June 30, 2023 and 2022

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Report of Independent Auditors

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

Opinion

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2023 and 2022, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Health System as of June 30, 2023 and 2022, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

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

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

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

Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The accompanying consolidating balance sheets and consolidating statements of operations and changes in net assets without donor restrictions as of and for the years ended June 30, 2023 and 2022 (the "supplemental information") is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. The consolidating information is not intended to present, and we do not express an opinion on, the financial position, results of operations and cash flows of the individual companies. The supplemental information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The supplemental information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 17, 2023

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2023 and 2022

(in thousands of dollars)	2023	2022
Assets		
Current assets		
Cash and cash equivalents	$ 115,996	$ 191,929
Patient accounts receivable, net (Note 4)	289,787	251,250
Prepaid expenses and other current assets	184,104	169,133
Total current assets	589,887	612,312
Assets limited as to use (Notes 5 and 7)	1,071,462	1,181,094
Other investments for restricted activities (Notes 5 and 7)	182,224	175,116
Property, plant, and equipment, net (Note 6)	811,622	764,840
Right-of-use assets, net (Note 16)	55,528	58,925
Other assets	193,333	172,163
Total assets	$ 2,904,056	$ 2,964,450
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	$ 15,236	$ 6,596
Current portion of right-of-use obligations (Note 16)	11,334	11,319
Line of credit	40,000	-
Current portion of liability for pension and other postretirement plan benefits (Note 11)	3,386	3,500
Accounts payable and accrued expenses	146,747	156,572
Accrued compensation and related benefits	137,467	190,560
Estimated third-party settlements (Note 3 and 4)	64,360	134,898
Total current liabilities	418,530	503,445
Long-term debt, excluding current portion (Note 10)	1,098,962	1,117,288
Long-term right-of-use obligations, excluding current portion (Note 16)	45,671	48,824
Insurance deposits and related liabilities (Note 12)	91,349	78,391
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	206,305	228,606
Other liabilities	173,918	154,096
Total liabilities	2,034,735	2,130,650
Commitments and contingencies (Notes 3, 4, 6, 7, 10, 13, and 16)		
Net assets		
Net assets without donor restrictions (Note 9)	658,988	634,297
Net assets with donor restrictions (Notes 8 and 9)	210,333	199,503
Total net assets	869,321	833,800
Total liabilities and net assets	$ 2,904,056	$ 2,964,450

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2023 and 2022

(in thousands of dollars)	2023	2022
Operating revenue and other support		
Net patient service revenue (Note 4)	$ 2,397,157	$ 2,243,237
Contracted revenue	84,346	77,666
Other operating revenue (Note 4)	608,875	534,031
Net assets released from restrictions	14,843	15,894
Total operating revenue and other support	3,105,221	2,870,828
Operating expenses		
Salaries	1,423,091	1,315,407
Employee benefits	332,386	322,570
Medications and medical supplies	725,480	649,272
Purchased services and other	458,901	403,862
Medicaid enhancement tax (Note 4)	85,715	82,725
Depreciation and amortization	90,457	86,958
Interest (Note 10)	34,515	32,113
Total operating expenses	3,150,545	2,892,907
Operating loss	(45,324)	(22,079)
Non-operating gains (losses)		
Investment income (loss), net (Note 5)	58,119	(78,744)
Other components of net periodic pension and post retirement benefit income (Note 11 and 14)	(17,691)	13,910
Other losses, net	(8,530)	(6,658)
Total non-operating gains (losses), net	31,898	(71,492)
Deficiency of revenue over expenses	$ (13,426)	$ (93,571)

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

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets - Continued
Years Ended June 30, 2023 and 2022

(in thousands of dollars)	2023	2022
Net assets without donor restrictions		
Deficiency of revenue over expenses	$ (13,426)	$ (93,571)
Net assets released from restrictions for capital	3,229	1,573
Change in funded status of pension and other postretirement benefits (Note 11)	34,901	(32,309)
Other changes in net assets	(13)	(23)
Increase (decrease) in net assets without donor restrictions	24,691	(124,330)
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	23,637	39,710
Investment income (loss), net	5,846	(7,010)
Net assets released from restrictions	(18,653)	(17,467)
Increase in net assets with donor restrictions	10,830	15,233
Change in net assets	35,521	(109,097)
Net assets		
Beginning of year	833,800	942,897
End of year	$ 869,321	$ 833,800

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2023 and 2022

(in thousands of dollars)	2023	2022
Cash flows from operating activities		
Change in net assets	$ 35,521	$ (109,097)
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Depreciation and amortization	90,806	87,006
Amortization of bond premium, discount, and issuance cost, net	(2,779)	(2,764)
Amortization of right-of-use asset	9,242	9,270
Payments on right-of-use lease obligations - operating	(9,162)	(9,190)
Change in funded status of pension and other postretirement benefits	(34,901)	32,309
Loss (gain) on disposal of fixed assets	(883)	(523)
Net realized gains and change in net unrealized gains on investments	(79,799)	86,652
Restricted contributions and investment earnings	(8,208)	(20,151)
Proceeds from sales of donated securities	3,818	10,665
Changes in assets and liabilities		
Patient accounts receivable, net	(38,537)	(19,089)
Prepaid expenses and other current assets	1,984	(9,915)
Other assets, net	(21,688)	2,517
Accounts payable and accrued expenses	(31,082)	17,104
Accrued compensation and related benefits	(53,093)	8,490
Estimated third-party settlements	(71,907)	(120,117)
Insurance deposits and related liabilities	12,958	(1,583)
Liability for pension and other postretirement benefits	12,486	(28,422)
Other liabilities	21,191	(56,687)
Net cash used in operating activities	(164,033)	(123,525)
Cash flows from investing activities		
Purchase of property, plant, and equipment	(129,321)	(160,855)
Proceeds from sale of property, plant, and equipment	1,214	613
Purchases of investments	(71,410)	(65,286)
Proceeds from maturities and sales of investments	249,684	137,781
Net cash provided by (used in) investing activities	50,167	(87,747)
Cash flows from financing activities		
Proceeds from line of credit	979,500	30,000
Payments on line of credit	(939,500)	(30,000)
Repayment of long-term debt	(81,907)	(9,116)
Proceeds from issuance of debt	75,000	-
Repayment of finance leases	(3,599)	(3,253)
Restricted contributions and investment earnings	8,208	20,151
Net cash provided by financing activities	37,702	7,782
Decrease in cash and cash equivalents	(76,164)	(203,490)
Cash and cash equivalents, beginning of year	193,485	396,975
Cash and cash equivalents, end of year	$ 117,321	$ 193,485
Supplemental cash flow information		
Interest paid	$ 44,362	$ 42,867
Construction in progress included in accounts payable and accrued expenses	5,105	9,407
Donated securities	3,818	10,665

The following table reconciles cash and cash equivalents on the consolidated balance sheets to cash, cash equivalents and restricted cash on the consolidated statements of cash flows.

	2023	2022
Cash and cash equivalents	$ 115,996	$ 191,929
Cash and cash equivalents included in assets limited as to use	-	1,350
Restricted cash and cash equivalents included in other investments for restricted activities	1,325	206
Total of cash, cash equivalents, and restricted cash shown in the consolidated statements of cash flows	$ 117,321	$ 193,485

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

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH), its Members, and their Subsidiaries (the Health System) is a system of hospitals, clinics, and other healthcare service providers across New Hampshire and Vermont. The Health System's mission is to advance health through research, education, clinical practice, and community partnerships, providing each person the best care, in the right place, at the right time, every time. The Health System seeks to achieve the healthiest population possible, leading the transformation of health care in the region and setting the standard for the nation. The Health System's expanding network of services are the fabric of its commitment to serve the region with exceptional medical care.

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic (DHC) and Subsidiaries, Mary Hitchcock Memorial Hospital (MHMH) and Subsidiaries, (DHC and MHMH together are referred to as D-H), The New London Hospital Association, Inc. (NLH), Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) (MAHHC) and Subsidiaries, The Cheshire Medical Center (Cheshire) and Subsidiaries, Alice Peck Day Memorial Hospital (APD) and Subsidiary, and Visiting Nurse Association and Hospice of Vermont and New Hampshire (VNH) and Subsidiaries.

The Health System currently operates one tertiary, one community, and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a continuing care retirement community, and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, DHC, MHMH, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

On December 6, 2022, D-HH entered into an Integration Agreement with Valley Regional Healthcare, Inc. ("VRHC") and its subsidiary Valley Regional Hospital and its affiliates ("VRH"), a critical access hospital located in Claremont, New Hampshire. The parties have submitted the transaction for regulatory review by the New Hampshire Attorney General with a target closing date in early 2024.

Community Benefits
Consistent with its mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

Certain member hospitals of the Health System file annual Community Benefits Reports with the State of NH, which outline the community and charitable benefits each provides. VT hospitals are not required by law to file a state Community Benefit Report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community Health Improvement Services* include activities carried out to improve community health, and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

- *Health Professions Education* includes uncompensated costs of training medical students, residents, nurses, and other health care professionals

- *Subsidized Health Services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.

- *Research* includes costs, in excess of awards, for numerous health research and service initiatives within the Health System.

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

- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges, as well as social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement.

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

- *The Uncompensated Cost of Care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2022 was approximately $235,081,000. The 2023 Community Benefits Reports are expected to be filed in February 2024.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2022:

(in thousands of dollars)		
Uncompensated cost of care for Medicaid	$	235,081
Health professional education		43,186
Subsidized health services		21,202
Charity care		16,011
Community health improvement services		15,695
Research		7,254
Cash and In-Kind Contributions		4,001
Community building activities		2,834
Total community benefit value	$	345,264

In fiscal years 2023 and 2022, funds received to offset or subsidize charity care costs provided were $439,000 and $452,000, respectively.

For fiscal year 2022, Medicare costs exceeding reimbursement totaled $157,615,000.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, gains, and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets without donor restrictions are amounts not subject to donor-imposed stipulations and are available for operations. Net assets with donor restrictions are those whose use has been limited by donors to a specific time period or purpose, or whose use has been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

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

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

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

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

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

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

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

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

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

Cash Equivalents
Cash and cash equivalents include amounts on deposit with financial institutions, short-term investments with maturities of three months or less at the time of purchase, and other highly liquid investments (primarily cash management funds), which would be considered level 1 investments under the fair value hierarchy. All short-term, highly liquid, investments included within the Health System's endowment and similar investment pools, otherwise qualifying as cash equivalents, are classified as investments at fair value and, therefore, are excluded from cash and cash equivalents in the Consolidated Statements of Cash Flows.

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

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

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

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

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

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

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

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

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

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

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

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

Intangible Assets and Goodwill
The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place. The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded $8,367,000 and $8,885,000 as intangible assets as of June 30, 2023 and 2022, respectively.

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

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

3. The COVID-19 Pandemic

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

Health and Human Services Provider Relief Funds

The Health System received $1,822,000 and $100,346,000 in CARES Act Provider Relief Funds for the years ended June 30, 2023 and 2022, respectively.

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

by another source plus losses incurred due to the decline in patient care revenue. There have been no recoupments through June 30, 2023.

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

The Health System received CMS prepayment advances, related to the CARES Act, totaling $245,200,000. In addition, the Health System accumulated payroll tax deferrals of $33,100,000. Repayment of funds commenced in April 2021. The balances of CMS prepayment advances and accumulated payroll tax deferrals at June 30, 2022 were $54,890,000 and $16,550,000, respectively, and are included in estimated third party settlements and accrued compensation and related benefits on the Consolidated Balance Sheets. The amounts for CMS prepayment advances and payroll tax deferrals were repaid, in full, during the year ended June 30, 2023.

The Health System continues to address the challenges and impacts of the COVID-19 pandemic, including protecting the health and safety of employees and patients, as well as assessing the availability of personal protective equipment and other needed supplies to be better positioned for potential surges. Additionally, the Health System continues to evaluate the impact of new or changes to laws and regulations at the federal, state, and local levels and the potential effect on Health System staffing and operations. At this time, the Health System remains unable to accurately predict the full extent to which the COVID-19 pandemic will affect the Health System's future finances and operations.

4. Net Patient Service Revenue and Accounts Receivable

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

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

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

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

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

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

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

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

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

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

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

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

- Revenues under Managed Care Plans (MCPs) consist primarily of payment terms involving mutually agreed upon rates per diagnosis, discounted fee-for-service rates, or similar contractual arrangements. These revenues are also subject to review and possible audit. The MCPs are billed for patient services on an individual patient basis. An individual patient's bill is subject to adjustments, in accordance with contractual terms in place with the MCPs following their review and adjudication of each bill.

The Health System is not aware of any claims, disputes, or unsettled matters with any payer, that would materially affect its revenues, for which it has not adequately provided in the accompanying Health System's consolidated financial statements.

The Health System provides charity care to patients who are unable to pay for healthcare services they receive as determined by financial conditions. Patients who qualify receive partial or full adjustments to charges for services rendered. The Health System's policy is to treat amounts qualified as charity care as explicit price concessions and, as such, are not reported in net patient service revenue.

Vermont imposes a provider tax on home health agencies in the amount of 4.25% of Vermont annual net patient revenue. In fiscal years 2023 and 2022, home health provider taxes paid were $579,000 and $627,000, respectively.

Implicit Price Concessions
Generally, patients who are covered by third-party payer contracts are responsible for related co-pays, co-insurance, and deductibles, which vary depending on the contractual obligations of patients. The Health System also provides services to uninsured patients and offers those patients a discount from standard charges. The Health System estimates the transaction price for patients with co-pays, co-insurance, and deductibles, and for those who are uninsured, based on historical collection experience and current market conditions. The discount offered to uninsured patients reduces the transaction price at the time of billing. The uninsured and patient responsible accounts, net of discounts recorded, are further reduced through implicit price concessions based on historical collection trends for similar accounts and other known factors that impact the estimation process. Subsequent changes to the estimate of transaction price are generally recorded as adjustments to net patient services revenue in the period of change.

The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Health System expects to collect based on

collection history with similar patients. Although outcomes vary, the Health System's policy is to attempt to collect amounts due from patients, including co-pays, co-insurance, and deductibles due from insurance at the time of service while complying with all federal and state statutes and regulations, including but not limited to, the Emergency Medical Treatment and Active Labor Act (EMTALA). Through various systems and processes the Health System estimates Medicare and Medicaid net patient service revenue and cost report settlements and accrues final expected settlements. For filed cost reports, the accrual is recorded based on those filings, subsequent activity, and on historical trends and other relevant evidence. For periods in which a cost report is yet to be filed, accruals are based on estimates of what is expected to be reported, and any trends and relevant evidence. Cost reports generally must be filed within five months of the closing period.

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care using the most likely amount. These settlements are estimated based on the terms of the payment agreement with the payer, correspondence from the payer, and historical settlement activity, including assessments to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews or investigations.

For the years ended June 30, 2023 and 2022, additional increases in revenue of $24,098,000 and $19,743,000, respectively, were recognized, due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

Net operating revenues consist primarily of patient service revenues, principally for patients covered by Medicare, Medicaid, managed care and other health plans, as well as patients covered under the Health System's uninsured discount and charity care programs.

The table below shows the Health System's sources of total operating revenue and other support presented at the net transaction price for the years ended June 30, 2023 and 2022.

	2023		
(in thousands of dollars)	PPS	CAH	Total
Hospital			
Medicare	$ 587,377	$ 106,370	$ 693,747
Medicaid	168,410	18,824	187,234
Commercial	862,502	88,492	950,994
Self-pay	11,307	802	12,109
Subtotal	1,629,596	214,488	1,844,084
Professional	504,370	35,578	539,948
Subtotal	2,133,966	250,066	2,384,032
Home based care			13,125
Subtotal			2,397,157
Other revenue			706,242
Provider Relief Funds			1,822
Total operating revenue and other support			$ 3,105,221

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

Medicaid Enhancement Tax & Disproportionate Share Hospital

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (Hospitals) agreed to resolve disputed issues and enter into a seven-year agreement to stabilize Disproportionate Share Hospital (DSH) payments, with provisions for alternative payments in the event of legislative changes to the DSH program. Under the agreement, the State committed to make DSH payments to the Hospitals in an amount no less than 86% of the Medicaid Enhancement Tax (MET) proceeds collected in each fiscal year, in addition to providing for directed payments or increased rates for Hospitals in an amount equal to 5% of MET proceeds collected from state fiscal year (SFY) 2021 through SFY 2024. The agreement prioritizes DSH payments to critical access hospitals in an amount equal to 75% of allowable uncompensated care (UCC), with the remainder distributed to Hospitals without critical access designation in proportion to their allowable UCC amounts.

During the years ended June 30, 2023 and 2022, the Health System received DSH payments of approximately, $85,853,000 and $77,488,000, respectively. DSH payments are subject to audit and, therefore, for the years ended June 30, 2023 and 2022, the Health System recognized as revenue DSH receipts of approximately $83,582,000 and approximately $75,988,000, respectively.

During the years ended June 30, 2023 and 2022, the Health System recorded $85,715,000 and $82,725,000, respectively, of State of NH MET and State of VT provider taxes. The taxes are calculated at 5.4% for NH and 6.0% for VT of certain patient service revenues. The Provider taxes are included in operating expenses in the Consolidated Statements of Operations and Changes in Net Assets.

Accounts Receivable

The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2023 and 2022:

	2023	2022
Medicare	36%	38%
Medicaid	12%	12%
Commercial	41%	38%
Self Pay	11%	12%
Total	100%	100%

5. Investments

The composition of investments at June 30, 2023 and 2022 is set forth in the following table:

(in thousands of dollars)	2023	2022
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 6,988	$ 31,130
U.S. government securities	80,595	126,222
Domestic corporate debt securities	271,321	234,490
Global debt securities	37,092	68,610
Domestic equities	205,200	198,742
International equities	75,199	63,634
Emerging markets equities	37,080	34,636
Global equities	77,479	73,035
Real Estate Investment Trust	2	2
Private equity funds	141,808	138,605
Hedge funds	44,558	55,069
Subtotal	977,322	1,024,175
Investments held by captive insurance companies (Note 12)		
U.S. government securities	30,366	27,242
Domestic corporate debt securities	13,918	7,902
Global debt securities	13,180	7,595
Domestic equities	13,994	10,091
International equities	5,372	4,692
Subtotal	76,830	57,522
Held by trustee under indenture agreement (Note 10)		
Cash and short-term investments	17,310	99,397
Total assets limited as to use	1,071,462	1,181,094
Other investments for restricted activities		
Cash and short-term investments	21,243	8,463
U.S. government securities	27,323	27,600
Domestic corporate debt securities	45,864	37,343
Global debt securities	5,282	10,059
Domestic equities	30,754	34,142
International equities	11,054	10,698
Emerging markets equities	5,187	5,587
Global equities	10,281	11,153
Real Estate Investment Trust	18	19
Private equity funds	18,816	21,166
Hedge funds	6,368	8,852
Other	34	34
Total other investments for restricted activities	182,224	175,116
Total investments	$ 1,253,686	$ 1,356,210

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case-by-case basis. The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above.

The following tables summarize investments by the accounting method utilized as of June 30, 2023 and 2022. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

	2023		
(in thousands of dollars)	Fair Value	Equity	Total
Cash and short-term investments	$ 45,541	$ -	$ 45,541
U.S. government securities	138,284	-	138,284
Domestic corporate debt securities	122,320	208,783	331,103
Global debt securities	55,554	-	55,554
Domestic equities	204,541	45,407	249,948
International equities	57,221	34,404	91,625
Emerging markets equities	267	42,000	42,267
Global equities	-	87,760	87,760
Real Estate Investment Trust	20	-	20
Private equity funds	-	160,624	160,624
Hedge funds	456	50,470	50,926
Other	34	-	34
Total investments	$ 624,238	$ 629,448	$ 1,253,686

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

For the years ended June 30, 2023 and 2022, investment income (loss) is reflected in the accompanying Consolidated Statements of Operations and Changes in Net Assets as other operating revenue of approximately $905,000 and $857,000, respectively, and as non-operating gains (losses) of approximately $58,119,000 and ($78,744,000), respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreements expire. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2023 and 2022, the Health System has outstanding commitments of $79,753,000 and $75,070,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment consists of the following at June 30, 2023 and 2022:

(in thousands of dollars)	2023	2022
Land	$ 40,749	$ 40,749
Construction in progress	43,117	163,145
Land improvements	52,054	44,834
Buildings and improvements	1,166,776	984,743
Equipment	1,101,410	1,042,582
Subtotal property, plant, and equipment	2,404,106	2,276,053
Less accumulated depreciation	1,592,484	1,511,213
Total property, plant, and equipment, net	$ 811,622	$ 764,840

As of June 30, 2023, construction in progress primarily consists of four projects; the Family and Community Care Clinic located in Keene, NH, the renovation of inpatient wings as part of the Pavilion backfill project located in Lebanon, NH, and two lab software upgrades to the Lebanon campus. The estimated cost to complete the construction in progress is approximately $10,700,000.

The construction in progress as of June 30, 2022, included the in-patient tower, the emergency department (ED) expansion and the central pharmacy/supply chain facility renovation. All were placed in service during the year ended June 30, 2023.

Capitalized interest of $59,000 and $6,853,000 is included in construction in progress as of June 30, 2023 and 2022, respectively.

Depreciation expense included in operating activities was $87,029,000 and $83,661,000 for 2023 and 2022, respectively.

7. Fair Value Measurements

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

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

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

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

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2023 and 2022:

	2023			
(in thousands of dollars)	Level 1	Level 2	Level 3	Total
Assets				
Investments				
Cash and short term investments	$ 45,541	$ -	$ -	$ 45,541
U.S. government securities	138,284	-	-	138,284
Domestic corporate debt securities	41,351	80,969	-	122,320
Global debt securities	24,429	31,125	-	55,554
Domestic equities	200,252	4,289	-	204,541
International equities	57,221	-	-	57,221
Emerging market equities	267	-	-	267
Real estate investment trust	20	-	-	20
Hedge funds	456	-	-	456
Other	-	34	-	34
Total fair value investments	507,821	116,417	-	624,238
Deferred compensation plan assets				
Cash and short-term investments	11,893	-	-	11,893
U.S. government securities	40	-	-	40
Domestic corporate debt securities	10,453	-	-	10,453
Global debt securities	16	-	-	16
Domestic equities	41,841	-	-	41,841
International equities	5,874	-	-	5,874
Emerging market equities	21	-	-	21
Real estate	14	-	-	14
Multi strategy fund	62,689	-	-	62,689
Total deferred compensation plan assets	132,841	-	-	132,841
Beneficial interest in trusts	-	-	14,875	14,875
Total assets	$ 640,662	$ 116,417	$ 14,875	$ 771,954

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

There were no transfers into or out of Level 1, 2, or 3 measurements due to changes in valuation methodologies during the years ended June 30, 2023 and 2022.

There were no liquidations of Level 3 measurements during the years ended June 30, 2023 and 2022.

8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2023 and 2022:

(in thousands of dollars)	2023	2022
Investments held in perpetuity	$ 88,926	$ 84,117
Healthcare services	38,596	36,123
Research	28,176	27,477
Health education	27,374	27,164
Charity care	12,486	12,155
Other	10,825	8,639
Purchase of equipment	3,950	3,828
Total net assets with donor restrictions	$ 210,333	$ 199,503

9. Board Designated and Endowment Funds

Net assets include funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Health System has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System's net assets with donor restrictions, which are to be held in perpetuity, consist of (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to be held in perpetuity, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

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

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic

conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

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

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

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2023 and 2022.

Endowment net asset composition by type of fund consists of the following at June 30, 2023 and 2022:

	2023		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 111,843	$ 111,843
Board-designated endowment funds	28,688	-	28,688
Total endowed net assets	$ 28,688	$ 111,843	$ 140,531

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

Changes in endowment net assets for the years ended June 30, 2023 and 2022 are as follows:

	2023		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Beginning of year balances	$ 41,344	$ 107,590	$ 148,934
Net investment return	212	1,305	1,517
Contributions	-	3,201	3,201
Transfers	(12,743)	2,561	(10,182)
Release of appropriated funds	(125)	(2,814)	(2,939)
End of year balances	$ 28,688	$ 111,843	$ 140,531
End of year balances		111,843	
Beneficial interest in perpetual trusts		13,954	
Net assets with donor restrictions		$ 125,797	

	2022		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Beginning of year balances	$ 41,728	$ 108,213	$ 149,941
Net investment return	(1,065)	(3,998)	(5,063)
Contributions	-	12,950	12,950
Transfers	795	(7,105)	(6,310)
Release of appropriated funds	(114)	(2,470)	(2,584)
End of year balances	$ 41,344	$ 107,590	$ 148,934
End of year balances		107,590	
Beneficial interest in perpetual trusts		14,903	
Net assets with donor restrictions		$ 122,493	

10. Long-Term Debt

A summary of obligated group debt at June 30, 2023 and 2022 is as follows:

(in thousands of dollars)	2023	2022
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2037 (1)	$ 83,355	$ 83,355
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2020A, principal maturing in varying annual amounts, through August 2059 (2)	125,000	125,000
Series 2017A, principal maturing in varying annual amounts, through August 2040 (3)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (3)	109,800	109,800
Series 2019A, principal maturing in varying annual amounts, through August 2043 (4)	99,165	99,165
Series 2018C, principal maturing in varying annual amounts, through August 2030 (5)	22,860	23,950
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	21,715	22,605
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
Series 2014A, principal maturing in varying annual amounts, through August 2022 (7)	-	4,810
Note payable		
Note payable to a financial institution due in monthly interest only payments through May 2035 (9)	125,000	125,000
Total obligated group debt	$ 1,037,932	$ 1,044,722

A summary of long-term debt at June 30, 2023 and 2022 is as follows:

(in thousands of dollars)	2023	2022
Other		
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046	$ 2,343	$ 2,417
Note payable to a financial institution with entire principal due June 2034; collateralized by land and building. The note payable is interest free	232	247
Note payable to a financial institution payable in interest free monthly installments through December 2024; collateralized by associated equipment	32	55
Total nonobligated group debt	2,607	2,719
Total obligated group debt	1,037,932	1,044,722
Total long-term debt	1,040,539	1,047,441
Add: Original issue premium and discounts, net	80,112	83,249
Less: Current portion	15,236	6,596
Debt issuance costs, net	6,453	6,806
Total long-term debt, net	$ 1,098,962	$ 1,117,288

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

(in thousands of dollars)	2023
2024	$ 15,236
2025	19,363
2026	20,209
2027	20,915
2028	21,574
Thereafter	943,242
Total	$ 1,040,539

Dartmouth-Hitchcock Obligated Group (DHOG) Debt

MHMH established the DHOG for the purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group at June 30, 2023 consist of D-HH, MHMH, DHC, NLH, MAHHC, and APD. The members of the obligated group at June 30, 2022 consisted of D-HH, MHMH, DHC, Cheshire, NLH, MAHHC, and APD. D-HH is designated as the obligated group agent.

Effective June 26, 2023, after approval from the D-HH Board of Trustees, Cheshire withdrew from the DHOG. The Cheshire Series 2012 bonds and the related obligated group note securing the Cheshire bonds, will remain outstanding and therefore constitute a continuing joint and several obligation of the DHOG.

Revenue bonds, issued by members of the DHOG, are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

(1) Series 2018A and Series 2018B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B, in February 2018. The Series 2018A revenue bonds mature in variable amounts through 2037 and were used primarily to refund a portion of Series 2015A and Series 2016A revenue bonds. The Series 2018B revenue bonds mature in variable amounts through 2048, and were used primarily to refund a portion of Series 2015A and Series 2016A revenue bonds, revolving line of credit, Series 2012 bank loan, and the Series 2015A and Series 2016A swap terminations. The interest on the Series 2018A revenue bonds is variable, with a current interest rate of 5.00%. The interest on the Series 2018B revenue bonds is fixed, with an interest rate of 4.18%, and matures in variable amounts through 2048.

(2) Series 2020A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2020A, in February 2020. The Series 2020A revenue bonds mature in variable amounts through 2059 and the proceeds are being used primarily to fund the construction of a 212,000 square foot inpatient pavilion in Lebanon, NH, as well as various equipment. The interest on the Series 2020A revenue bonds is fixed, with an interest rate of 5.00%.

(3) Series 2017A and Series 2017B Revenue Bonds

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

(4) Series 2019A Revenue Bonds

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

fund the construction of a 91,000 square foot expansion of facilities in Manchester, NH, to include an Ambulatory Surgical Center as well as various equipment. The interest on the Series 2019A revenue bonds is fixed, with an interest rate of 4.00%.

(5) Series 2018C Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018C, in August 2018. The Series 2018C revenue bonds mature in variable amounts through 2030 and were used primarily to refinance the Series 2010 revenue bonds. The interest on the Series is fixed, with an interest rate of 3.22%.

(6) Series 2012 Revenue Bonds

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

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

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B, in August 2014. The Series 2014A revenue bonds mature in 2022. The Series 2014B revenue bonds mature at various dates through 2033. The proceeds from the Series 2014A and 2014B revenue bonds were used partially to refund the Series 2009 revenue bonds and to cover cost of issuance. Interest on the 2014A revenue bonds is fixed, with an interest rate of 2.63%. Interest on the Series 2014B revenue bonds is fixed, with an interest rate of 4.00%.

(8) Series 2016B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2016B, in July 2016, through a private placement with a financial institution. The Series 2016B revenue bonds mature at various dates through 2045 and were used to finance certain 2016 projects. The Series 2016B is fixed, with an interest rate of 1.78%.

(9) Note payable to financial institution

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

Outstanding joint and several indebtedness of the DHOG at June 30, 2023 and 2022 is $1,037,932,000 and $1,044,722,000, respectively.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of $17,310,000 and $99,397,000 at June 30, 2023 and 2022, respectively, are classified as assets limited as to use in the accompanying Consolidated Balance Sheets (Note 5). In addition, debt service reserves of approximately $46,000

and $6,674,000 at June 30, 2023 and 2022, respectively, are classified as other current assets in the accompanying Consolidated Balance Sheets. The debt service reserves are mainly comprised of escrowed construction funds at June 30, 2023 and 2022.

For the years ended June 30, 2023 and 2022 interest expense on the Health System's long-term debt is reflected in the accompanying Consolidated Statements of Operations and Changes in Net Assets as operating expense of approximately $34,515,000 and $32,113,000, respectively, and other non-operating losses of $3,782,000 and $3,782,000, respectively, net of amounts capitalized.

11. Employee Benefits

Eligible employees of the Health System are covered under various defined benefit and/or defined contribution plans. In addition, certain members provide postretirement medical and life insurance benefit plans to certain active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

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

Defined Benefit Plans
Net periodic pension expense included in employee benefits expense, in the Consolidated Statements of Operations and Changes in Net Assets, is comprised of the following components for the years ended June 30, 2023 and 2022:

(in thousands of dollars)	2023	2022
Interest cost on projected benefit obligation	$ 45,924	$ 36,722
Expected return on plan assets	(46,071)	(65,917)
Net loss amortization	15,820	13,139
Total net periodic pension expense	$ 15,673	$ (16,056)

The following assumptions were used to determine net periodic pension expense as of June 30, 2023 and 2022:

	2023	2022
Discount rates	4.40% - 5.10%	3.30%
Rate of increase in compensation	N/A	N/A
Expected long-term rates of return on plan assets	4.40% - 7.25%	7.50%

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2023 and 2022:

(in thousands of dollars)	2023	2022
Change in benefit obligation		
Benefit obligation, beginning of year	$ 938,886	$ 1,140,221
Interest cost	45,924	36,722
Benefits paid	(58,580)	(54,864)
Actuarial loss	(59,480)	(183,193)
Benefit obligation, end of year	866,750	938,886
Change in plan assets		
Fair value of plan assets, beginning of year	747,095	958,864
Actual return on plan assets	1,229	(169,405)
Benefits paid	(58,580)	(54,864)
Employer contributions	-	12,500
Fair value of plan assets, end of year	689,744	747,095
Funded status of the plans	(177,006)	(191,791)
Less: Current portion of liability for pension	-	-
Long-term portion of liability for pension	(177,006)	(191,791)
Liability for pension	$ (177,006)	$ (191,791)

As of June 30, 2023 and 2022, the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying Consolidated Balance Sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include $489,486,000 and $519,946,000 of net actuarial loss as of June 30, 2023 and 2022, respectively.

The amounts amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2023 for net actuarial losses was $15,820,000.

The following table sets forth the assumptions used to determine the accumulated benefit obligation at June 30, 2023 and 2022:

	2023	2022
Discount rates	4.85 - 5.90%	4.40 - 5.10%
Rate of increase in compensation	N/A	N/A

The primary investment objective for the defined benefit plans' assets is to support the pension liabilities of the pension plans for employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the pension plan's liabilities. As of June 30,

2023, it is expected that the LDI strategy will hedge approximately 70% of the interest rate risk associated with pension liabilities. As of June 30, 2022, the expected LDI hedge was approximately 70%. To achieve the appreciation and hedging objectives, the pension plans utilize a diversified structure of asset classes. The asset classes are designed to achieve stated performance objectives, measured on a total return basis which includes income plus realized and unrealized gains and losses.

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

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

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

The Boards of Trustees of the Health System, as plan sponsors, oversee the design, structure, and prudent professional management of the Health System's pension plans' assets, in accordance with Board approved investment policies, roles, responsibilities, and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's pension plans own interests in both private equity and hedge funds rather than in securities

underlying each fund and, therefore, the Health System generally considers such investments as Level 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth the Health System's pension plans' investments that were accounted for at fair value as of June 30, 2023 and 2022:

	2023					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ -	$ 10,667	$ -	$ 10,667	Daily	1
U.S. government securities	22,919	-	-	22,919	Daily–Monthly	1–15
Domestic debt securities	96,004	250,964	-	346,968	Daily–Monthly	1–15
Global debt securities	-	-	-	-	Daily–Monthly	1–15
Domestic equities	89,391	26,849	-	116,240	Daily–Monthly	1–10
International equities	18,912	22,361	-	41,273	Daily–Monthly	1–11
Emerging market equities	-	26,743	-	26,743	Daily–Monthly	1–17
Global equities	-	52,461	-	52,461	Daily–Monthly	1–17
Private equity funds	-	-	13	13	See Note 5	See Note 5
Hedge funds	-	-	72,460	72,460	Quarterly–Annual	60–96
Total investments	$ 227,226	$ 390,045	$ 72,473	$ 689,744		

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

The following tables present additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2023 and 2022:

	2023		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Beginning of year balances	$ 86,960	$ 14	$ 86,974
Sales	(13,013)	-	(13,013)
Net unrealized losses	(1,487)	(1)	(1,488)
End of year balances	$ 72,460	$ 13	$ 72,473

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

The total aggregate net unrealized (losses) gains included in the fair value of the Level 3 investments as of June 30, 2023 and 2022 were approximately ($12,443,000) and ($543,000), respectively. Hedge funds totaling $13,013,000 and $2,152,000 were liquidated in 2023 and 2022, respectively.

There were no transfers into or out of Level 1, 2, or 3 measurements due to changes in valuation methodologies during the years ended June 30, 2023 and 2022.

The weighted average asset allocation, by asset category, for the Health System's pension plans is as follows at June 30, 2023 and 2022:

	2023	2022
Cash and short-term investments	3 %	2 %
U.S. government securities	5	17
Domestic debt securities	42	33
Global debt securities	4	3
Domestic equities	17	18
International equities	7	5
Emerging market equities	4	3
Global equities	6	7
Hedge funds	12	12
Total	100 %	100 %

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.25% per annum.

The Health System is expected to contribute approximately $15,888,000 to the Plans in 2024 however actual contributions may vary from expected amounts.

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

(in thousands of dollars)	
2024	$ 122,722
2025	58,784
2026	59,960
2027	61,029
2028	61,971
2029 - 2033	313,803

The Cheshire Medical Center plan was terminated effective June 30, 2022, pending regulatory approvals. Following regulatory approval, the plan sponsor intends to distribute assets and settle plan obligations through a lump sum offering to active and terminated vested participants and a group annuity contract will be purchased for any participant that doesn't elect the lump sum, along with all participants currently in pay status. The benefit obligation for the plan reflects anticipated disbursement costs and a terminal cash contribution to fully fund benefits will be made at that time. The obligations reflect the cost of providing the lump sums and group annuity, described above, as well as administrative costs and a terminal contribution which will be necessary to fund all of the costs of terminating the plan. It is expected that the obligations will be settled by June 30, 2024 and the plan termination liability will reflect economic conditions, lump sum election rates and annuity pricing at that time. As a result, the final plan termination liability may be different from the amounts shown in this report.

Defined Contribution Plans
The Health System has employer-sponsored plans for certain of its members, under which the employer makes contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately $71,152,000 and $64,946,000 in 2023 and 2022, respectively, are included in employee benefits expenses in the accompanying Consolidated Statements of Operations and Changes in Net Assets.

Postretirement Medical and Life Insurance Benefits
The Health System has postretirement medical and life insurance benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2023 and 2022:

(in thousands of dollars)	2023	2022
Service cost	$ 357	$ 456
Interest cost	1,956	1,394
Net loss amortization	62	752
Total	$ 2,375	$ 2,602

The following table sets forth the accumulated postretirement medical and life insurance benefit obligation amounts recognized in the Health System's consolidated financial statements at June 30, 2023 and 2022:

(in thousands of dollars)	2023	2022
Change in benefit obligation		
Accumulated benefit obligation, beginning of year	$ 40,315	$ 46,863
Service cost	357	456
Interest cost	1,956	1,394
Benefits paid	(3,588)	(3,401)
Actuarial loss	(6,355)	(4,964)
Employer contributions	-	(33)
Accumulated benefit obligation, end of year	32,685	40,315
Current portion of liability for postretirement medical and life benefits	$ (3,386)	$ (3,500)
Long-term portion of liability for postretirement medical and life benefits	(29,299)	(36,815)
Funded status of the plans and liability for postretirement medical and life benefits	$ (32,685)	$ (40,315)

As of June 30, 2023 and 2022, the liability for postretirement medical and life insurance benefits is included in the liability for pension and other postretirement plan benefits in the accompanying Consolidated Balance Sheets.

Amounts not yet reflected in net periodic income for the postretirement medical and life insurance benefit plans, included in the change in net assets without donor restrictions, are as follows:

(in thousands of dollars)	2023	2022
Net actuarial (income) loss	(1,970)	4,445
Total	$ (1,970)	$ 4,445

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30, 2023 and thereafter:

(in thousands of dollars)	
2024	$ 3,486
2025	3,424
2026	3,396
2027	3,387
2028	3,227
2029-2033	14,893

In determining the accumulated benefit obligation for the postretirement medical and life insurance plans, the Health System used a discount rates of 6.00 - 6.10% in 2023, and an assumed healthcare cost trend rate of 6.50 - 7.00%, trending down to 5.00% in 2029 and thereafter.

12. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, Cheshire, NLH, APD, MAHHC, and VNH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. RRG cedes the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda, and HAC cedes a portion of this risk to a variety of commercial reinsurers. D-H has majority ownership interest in both HAC and RRG. The insurance program provides coverage to the covered institutions, named insureds and their employees on a modified claims-made basis, which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined, based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2023 and 2022, are summarized as follows:

	2023		
(in thousands of dollars)	HAC	RRG	Total
Assets	$ 93,777	$ 2,372	$ 96,149
Shareholders' equity	13,620	50	13,670

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

13. Commitments and Contingencies

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. It is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Line of Credit

The Health System has entered into a loan agreement with a financial institution, establishing access to a revolving loan of up to $100,000,000. Interest is variable and determined using the Bloomberg Short-Term Bank Yield Index or the Wall Street Journal Prime Rate. The loan agreement is due to expire October 3, 2024. The outstanding line of credit balance was $40,000,000 and $0 as of June 30, 2023 and 2022, respectively. Interest expense was approximately $1,200,000 and $91,000, respectively, and is included in the Consolidated Statements of Operations and Changes in Net Assets.

14. Functional Expenses

Operating expenses are presented by functional classification in accordance with the overall service missions of the Health System. Each functional classification displays all expenses related to the underlying operations by natural classification. Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided. Medicaid enhancement tax is allocated to program services. Interest expense is allocated based on usage of debt-financed space. Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department.

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2023:

	2023			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 1,238,158	$ 183,063	$ 1,870	$ 1,423,091
Employee benefits	293,359	38,778	249	332,386
Medical supplies and medications	722,957	2,517	6	725,480
Purchased services and other	305,192	148,439	5,270	458,901
Medicaid enhancement tax	85,715	-	-	85,715
Depreciation and amortization	45,702	44,707	48	90,457
Interest	8,470	26,037	8	34,515
Total operating expenses	$ 2,699,553	$ 443,541	$ 7,451	$ 3,150,545

	Program Services	Management and General	Fundraising	Total
Non-operating expense				
Employee benefits	$ 15,606	$ 2,077	$ 8	$ 17,691
Total non-operating expense	$ 15,606	$ 2,077	$ 8	$ 17,691

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2022:

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

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

15. Liquidity

The Health System is substantially supported by cash generated from operations. In addition, the Health System holds financial assets for specific purposes which are limited as to use. Thus, certain financial assets reported on the accompanying Consolidated Balance Sheets may not be available for general expenditure within one year of the balance sheet date.

The Health System's financial assets available at June 30, 2023 and 2022 to meet cash needs for general expenditures within one year of June 30, 2023 and 2022, are as follows:

(in thousands of dollars)	2023	2022
Cash and cash equivalents	$ 115,996	$ 191,929
Patient accounts receivable	289,787	251,250
Assets limited as to use	1,071,462	1,181,094
Other investments for restricted activities	182,224	175,116
Total financial assets	$ 1,659,469	$ 1,799,389
Less: Those unavailable for general expenditure within one year:		
Investments held by captive insurance companies	76,830	57,522
Investments for restricted activities	182,224	175,116
Bond proceeds held for capital projects	17,310	99,397
Other investments with liquidity horizons greater than one year	141,810	159,792
Total financial assets available within one year	$ 1,241,295	$ 1,307,562

The Health System used cash flow from operations of approximately $(164,033,000) and $(123,525,000) for the years ended June 30, 2023 and June 30, 2022, respectively. In addition, the Health System's liquidity management plan includes investing excess daily cash in intermediate or long term investments based on anticipated liquidity needs. The Health System has an available line of credit of up to $100,000,000 which it can draw upon as needed to meet its liquidity needs. See Note 13 for further details on the line of credit.

16. Lease Commitments

D-HH determines if an arrangement is or contains a lease at inception of the contract. Right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at commencement date, based on the present value of lease payments over the lease term. The Health System uses the implicit rate noted within the contract. If not readily available, the Health System uses an estimated incremental borrowing rate, which is derived using a collateralized borrowing rate, for the same currency and term, as the associated lease. A right-of-use asset and lease liability is not recognized for leases with an initial term of 12 months or less, rather the Health System recognizes lease expense for these leases on a straight-line basis, over the lease term, within lease and rental expense.

Operating leases are primarily for real estate, including certain acute care facilities, off-campus outpatient facilities, medical office buildings, and corporate and other administrative offices. Real estate lease agreements typically have initial terms of 3 to 8 years. These real estate leases may include one or more options to renew, with renewals that can extend the lease term from 2 to 5 years. The exercise of lease renewal options is at the Health System's sole discretion. When determining the lease term, management includes options to extend or terminate the lease when it is reasonably certain that the Health System will exercise that option.

Certain lease agreements for real estate include payments based on actual common area maintenance expenses and/or rental payments adjusted periodically for inflation. These variable lease payments are recognized in other occupancy costs in the Consolidated Statements of Operations and Changes in Net Assets, but are not included in the right-of-use asset or liability balances in our Consolidated Balance Sheets. Lease agreements do not contain any material residual value guarantees, restrictions, or covenants.

The components of lease expense for the years ended June 30, 2023 and 2022 are as follows:

(in thousands of dollars)	2023	2022
Operating lease cost	$ 9,590	$ 9,573
Variable and short term lease cost (a)	10,608	10,894
Total lease and rental expense	$ 20,198	$ 20,467
Finance lease cost:		
Depreciation of property under finance lease	$ 3,778	$ 3,345
Interest on debt of property under finance lease	546	448
Total finance lease cost	$ 4,324	$ 3,793

(a) Includes equipment, month-to-month and leases with a maturity of less than 12 months.

Supplemental cash flow information related to leases for the years ended June 30, 2023 and 2022 are as follows:

(in thousands of dollars)	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 10,067	$ 9,952
Operating cash flows from finance leases	546	448
Financing cash flows from finance leases	3,599	3,255
Total	$ 14,212	$ 13,655

Supplemental balance sheet information related to leases as of June 30, 2023 and 2022 are as follows:

(in thousands of dollars)	2023	2022
Operating Leases		
Right-of-use assets - operating leases	$ 59,258	$ 61,165
Accumulated amortization	(26,731)	(21,222)
Right-of-use assets - operating leases, net	**32,527**	**39,943**
Current portion of right-of-use obligations	7,799	8,314
Long-term right-of-use obligations, excluding current portion	25,386	32,207
Total operating lease liabilities	**33,185**	**40,521**
Finance Leases		
Right-of-use assets - finance leases	32,837	27,963
Accumulated depreciation	(9,836)	(8,981)
Right-of-use assets - finance leases, net	**23,001**	**18,982**
Current portion of right-of-use obligations	3,535	3,005
Long-term right-of-use obligations, excluding current portion	20,285	16,617
Total finance lease liabilities	**$ 23,820**	**$ 19,622**
Weighted Average remaining lease term, years		
Operating leases	7.54	7.73
Finance leases	15.73	19.77
Weighted Average discount rate		
Operating leases	2.36%	2.24%
Finance leases	3.46%	2.17%

The System obtained $3.6 million and $9.2 million of new and modified operating and financing leases, respectively, during the year ended June 30, 2023.

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

Future maturities of lease liabilities as of June 30, 2023 are as follows:

(in thousands of dollars)	Operating Leases	Finance Leases
Year ending June 30:		
2024	$ 8,474	$ 4,265
2025	5,841	3,336
2026	4,311	2,869
2027	3,475	1,900
2028	2,784	1,701
Thereafter	11,340	15,043
Total lease payments	36,225	29,114
Less: Imputed interest	3,040	5,294
Total lease obligations	$ 33,185	$ 23,820

17. Subsequent Events

The Health System has assessed the impact of subsequent events through November 17, 2023, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

On July 3, 2023, D-HH affiliated with Southern Vermont Health Care Corporation and its subsidiaries ("SVHC"), including Southwestern Vermont Medical Center, Inc. ("SVMC"), a 99-bed community hospital located in Bennington, Vermont. Integrating SVHC into the D-HH System gives D-HH an inpatient presence in southwestern Vermont with reach into eastern New York state and northwestern Massachusetts markets.

In October 2023, the Health System issued a note payable in the amount of $100,000,000 to TD Bank. The note matures at various dates through 2033, and is fixed, with an interest rate of 6.17%.

Consolidating Supplemental Information

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2023

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets										
Current assets										
Cash and cash equivalents	$ 2,375	$ 202	$ 40,750	$ 32,082	$ 11,462	$ -	$ 86,871	$ 29,125	$ -	$ 115,996
Patient accounts receivable, net	-	241,747	10,868	11,022	7,607	-	271,244	18,543	-	289,787
Prepaid expenses and other current assets	19,552	210,275	2,374	2,449	2,009	(36,789)	199,870	2,619	(18,385)	184,104
Total current assets	21,927	452,224	53,992	45,553	21,078	(36,789)	557,985	50,287	(18,385)	589,887
Assets limited as to use	136,937	832,895	13,089	17,990	25,786	(16,760)	1,009,937	61,525	-	1,071,462
Notes receivable, related party	843,946	14,308	588	-	-	(844,777)	14,065	(588)	(13,477)	-
Other investments for restricted activities	5	126,671	2,632	3,206	7,208	-	139,722	42,502	-	182,224
Property, plant, and equipment, net	-	624,394	27,724	44,547	16,260	-	712,925	98,697	-	811,622
Right-of-use assets, net	344	32,819	14,967	286	4,897	-	53,313	2,215	-	55,528
Other assets	1,943	168,736	13,798	6,622	4,688	-	195,787	(2,454)	-	193,333
Total assets	$ 1,005,102	$ 2,252,047	$ 126,790	$ 118,204	$ 79,917	$ (898,326)	$ 2,683,734	$ 252,184	$ (31,862)	$ 2,904,056
Liabilities and Net Assets										
Current liabilities										
Current portion of long-term debt	$ 13,365	$ -	$ 825	$ 21	$ 11	$ -	$ 14,222	$ 1,014	$ -	$ 15,236
Current portion of right-of-use obligations	204	9,136	759	49	422	-	10,570	764	-	11,334
Line of credit		40,000					40,000			40,000
Current portion of liability for pension and other postretirement plan benefits	-	3,386	-	-	-	-	3,386	-	-	3,386
Accounts payable and accrued expenses	23,590	151,473	5,300	3,975	8,173	(53,549)	138,962	26,170	(18,385)	146,747
Accrued compensation and related benefits	-	119,718	3,549	3,192	4,491	-	130,950	6,517	-	137,467
Estimated third-party settlements	-	28,560	12,588	18,245	-	-	59,393	4,967	-	64,360
Total current liabilities	37,159	352,273	23,021	25,482	13,097	(53,549)	397,483	39,432	(18,385)	418,530
Notes payable, related party	-	800,163	-	27,044	17,570	(844,777)	-	13,477	(13,477)	-
Long-term debt, excluding current portion	1,028,666	25,113	21,956	11	(105)	-	1,075,641	23,321	-	1,098,962
Right-of-use obligations, excluding current portion	140	24,333	14,786	243	4,635	-	44,137	1,534	-	45,671
Insurance deposits and related liabilities	-	89,947	322	253	283	-	90,805	544	-	91,349
Liability for pension and other postretirement plan benefits, excluding current portion	-	197,049	-	-	368	-	197,417	8,888	-	206,305
Other liabilities	-	148,553	366	2,065	-	-	150,984	22,934	-	173,918
Total liabilities	1,065,965	1,637,431	60,451	55,098	35,848	(898,326)	1,956,467	110,130	(31,862)	2,034,735
Commitments and contingencies										
Net assets										
Net assets without donor restrictions	(60,873)	476,653	63,708	58,347	35,455	-	573,290	85,658	40	658,988
Net assets with donor restrictions	10	137,963	2,631	4,759	8,614	-	153,977	56,396	(40)	210,333
Total net assets	(60,863)	614,616	66,339	63,106	44,069	-	727,267	142,054	-	869,321
Total liabilities and net assets	$ 1,005,102	$ 2,252,047	$ 126,790	$ 118,204	$ 79,917	$ (898,326)	$ 2,683,734	$ 252,184	$ (31,862)	$ 2,904,056

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2023

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH	MAHHC and Subsidiaries	APD and Subsidiary	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 2,375	$ 1,470	$ 15,911	$ 32,082	$ 11,691	$ 50,139	$ 2,328	$ -	$ 115,996
Patient accounts receivable, net	-	241,747	17,253	11,022	7,799	10,868	1,098	-	289,787
Prepaid expenses and other current assets	19,552	210,708	1,504	2,449	1,992	2,284	789	(55,174)	184,104
Total current assets	21,927	453,925	34,668	45,553	21,482	63,291	4,215	(55,174)	589,887
Assets limited as to use	136,937	860,436	13,376	17,990	27,090	13,089	19,304	(16,760)	1,071,462
Notes receivable, related party	843,946	14,308	-	-	-	-	-	(858,254)	-
Other investments for restricted activities	5	134,091	34,711	3,206	7,209	2,911	91	-	182,224
Property, plant, and equipment, net	-	627,070	72,289	44,547	17,593	44,435	5,688	-	811,622
Right-of-use assets, net	344	32,819	2,145	286	4,898	14,967	69	-	55,528
Other assets	1,943	168,902	7,130	6,622	2,231	6,505	-	-	193,333
Total assets	$ 1,005,102	$ 2,291,551	$ 164,319	$ 118,204	$ 80,503	$ 145,198	$ 29,367	$ (930,188)	$ 2,904,056
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ 13,365	$ -	$ 915	$ 21	$ 36	$ 825	$ 74	$ -	$ 15,236
Current portion of right-of-use obligations	204	9,136	735	49	423	759	28	-	11,334
Line of credit		40,000							40,000
Current portion of liability for pension and other postretirement plan benefits	-	3,386	-	-	-	-	-	-	3,386
Accounts payable and accrued expenses	23,590	152,515	22,818	3,975	8,312	5,990	1,481	(71,934)	146,747
Accrued compensation and related benefits	-	119,718	5,406	3,192	4,564	3,907	680	-	137,467
Estimated third-party settlements	-	28,560	4,928	18,245	-	12,588	39	-	64,360
Total current liabilities	37,159	353,315	34,802	25,482	13,335	24,069	2,302	(71,934)	418,530
Notes payable, related party	-	800,163	10,477	27,044	17,570	-	3,000	(858,254)	-
Long-term debt, excluding current portion	1,028,666	25,113	20,907	11	89	21,907	2,269	-	1,098,962
Right-of-use obligations, excluding current portion	140	24,333	1,493	243	4,635	14,786	41	-	45,671
Insurance deposits and related liabilities	-	89,947	500	253	283	322	44	-	91,349
Liability for pension and other postretirement plan benefits, excluding current portion	-	197,049	8,888	-	368	-	-	-	206,305
Other liabilities	-	148,553	1,500	2,065	-	21,800	-	-	173,918
Total liabilities	1,065,965	1,638,473	78,567	55,098	36,280	82,884	7,656	(930,188)	2,034,735
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	(60,873)	507,534	37,307	58,347	35,609	59,404	21,620	40	658,988
Net assets with donor restrictions	10	145,544	48,445	4,759	8,614	2,910	91	(40)	210,333
Total net assets	(60,863)	653,078	85,752	63,106	44,223	62,314	21,711	-	869,321
Total liabilities and net assets	$ 1,005,102	$ 2,291,551	$ 164,319	$ 118,204	$ 80,503	$ 145,198	$ 29,367	$ (930,188)	$ 2,904,056

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

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

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

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2023

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support										
Patient service revenue	$ -	$ 1,888,079	$ 98,605	$ 87,855	$ 63,606	$ -	$ 2,138,145	$ 259,012	$ -	$ 2,397,157
Contracted revenue	3,834	141,562	149	51	3,657	(799)	148,454	336	(64,444)	84,346
Other operating revenue	36,756	578,965	4,264	6,485	2,134	(43,983)	584,621	31,811	(7,557)	608,875
Net assets released from restrictions	-	12,763	100	316	284	-	13,463	1,380	-	14,843
Total operating revenue and other support	40,590	2,621,369	103,118	94,707	69,681	(44,782)	2,884,683	292,539	(72,001)	3,105,221
Operating expenses										
Salaries	-	1,183,341	49,062	46,198	28,947	486	1,308,034	162,896	(47,839)	1,423,091
Employee benefits	-	276,506	9,020	8,321	8,278	1,697	303,822	36,910	(8,346)	332,386
Medications and medical supplies	-	650,157	13,130	11,852	4,379	-	679,518	45,962	-	725,480
Purchased services and other	20,277	366,903	15,821	11,834	21,278	(18,642)	417,471	56,691	(15,261)	458,901
Medicaid enhancement tax	-	65,805	4,426	3,366	2,273	-	75,870	9,845	-	85,715
Depreciation and amortization	1	68,566	3,372	4,775	2,311	-	79,025	11,432	-	90,457
Interest	33,194	28,101	805	1,064	479	(30,386)	33,257	1,544	(286)	34,515
Total operating expenses	53,472	2,639,379	95,636	87,410	67,945	(46,845)	2,896,997	325,280	(71,732)	3,150,545
Operating (loss) margin	(12,882)	(18,010)	7,482	7,297	1,736	2,063	(12,314)	(32,741)	(269)	(45,324)
Non-operating gains (losses)										
Investment gains (losses), net	1,373	48,094	881	1,113	915	(252)	52,124	6,067	(72)	58,119
Other components of net periodic pension and post retirement benefit income	-	(16,269)	-	-		-	(16,269)	(1,422)	-	(17,691)
Other (losses) income, net	(10,643)	250	-	509	387	(1,811)	(11,308)	2,437	341	(8,530)
Total non-operating (losses) gains, net	(9,270)	32,075	881	1,622	1,302	(2,063)	24,547	7,082	269	31,898
(Deficiency) excess of revenue over expenses	(22,152)	14,065	8,363	8,919	3,038	-	12,233	(25,659)	-	(13,426)
Net assets without donor restrictions										
Net assets released from restrictions for capital	-	2,139	56	26	233	-	2,454	775	-	3,229
Change in funded status of pension and other postretirement benefits	-	37,322	-	-	114	-	37,436	(2,535)	-	34,901
Net assets transferred to (from) affiliates	(13,083)	4,881	703	428	992	-	(6,079)	6,079	-	-
Other changes in net assets	-	(9)	(4)	-	-	-	(13)	-	-	(13)
(Decrease) increase in net assets without donor restrictions	$ (35,235)	$ 58,398	$ 9,118	$ 9,373	$ 4,377	$ -	$ 46,031	$ (21,340)	$ -	$ 24,691

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2023

(in thousands of dollars)	Dartmouth-Hitchcock Health	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH	MAHHC and Subsidiaries	APD and Subsidiary	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	$ -	$ 1,888,079	$ 245,887	$ 87,855	$ 63,606	$ 98,605	$ 13,125	$ -	$ 2,397,157
Contracted revenue	3,834	141,815	84	51	3,656	149	-	(65,243)	84,346
Other operating revenue	36,756	581,102	15,548	6,485	3,974	14,641	1,909	(51,540)	608,875
Net assets released from restrictions	-	13,358	747	316	293	129	-	-	14,843
Total operating revenue and other support	40,590	2,624,354	262,266	94,707	71,529	113,524	15,034	(116,783)	3,105,221
Operating expenses									
Salaries	-	1,183,341	144,785	46,198	29,820	53,203	13,097	(47,353)	1,423,091
Employee benefits	-	276,506	33,677	8,321	8,435	10,002	2,095	(6,650)	332,386
Medications and medical supplies	-	650,157	45,073	11,852	4,382	13,149	872	(5)	725,480
Purchased services and other	20,277	369,991	44,961	11,834	22,074	19,196	4,471	(33,903)	458,901
Medicaid enhancement tax	-	65,805	9,844	3,366	2,274	4,426	-	-	85,715
Depreciation and amortization	1	68,566	8,945	4,775	2,425	5,203	542	-	90,457
Interest	33,194	28,101	1,031	1,064	480	1,115	201	(30,671)	34,515
Total operating expenses	53,472	2,642,467	288,316	87,410	69,890	106,294	21,278	(118,582)	3,150,545
Operating (loss) margin	(12,882)	(18,113)	(26,050)	7,297	1,639	7,230	(6,244)	1,799	(45,324)
Non-operating gains (losses)									
Investment gains (losses), net	1,373	50,245	2,389	1,113	997	1,111	1,220	(329)	58,119
Other components of net periodic pension and post retirement benefit income	-	(16,269)	(1,422)	-	-	-	-	-	(17,691)
Other (losses) income, net	(10,643)	250	2,361	509	403	-	60	(1,470)	(8,530)
Total non-operating gains (losses), net	(9,270)	34,226	3,328	1,622	1,400	1,111	1,280	(1,799)	31,898
(Deficiency) excess of revenue over expenses	(22,152)	16,113	(22,722)	8,919	3,039	8,341	(4,964)	-	(13,426)
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	2,223	691	26	233	56	-	-	3,229
Change in funded status of pension and other postretirement benefits	-	37,322	(2,535)	-	114	-	-	-	34,901
Net assets transferred to (from) affiliates	(13,083)	4,872	5,199	428	992	703	889	-	-
Other changes in net assets	-	(9)	-	-	-	(4)	-	-	(13)
(Decrease) increase in net assets without donor restrictions	$ (35,235)	$ 60,521	$ (19,367)	$ 9,373	$ 4,378	$ 9,096	$ (4,075)	$ -	$ 24,691

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

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support											
Patient service revenue	$ -	$ 1,751,093	$ 236,645	$ 99,403	$ 79,754	$ 59,040	$ -	$ 2,225,935	$ 17,302	$ -	$ 2,243,237
Contracted revenue	209	133,928	165	21	22	3,521	(60,573)	77,293	458	(85)	77,666
Other operating revenue	38,568	492,455	23,736	4,146	7,527	2,754	(50,711)	518,475	16,731	(1,175)	534,031
Net assets released from restrictions	249	13,299	779	435	190	204	-	15,156	738	-	15,894
Total operating revenue and other support	39,026	2,390,775	261,325	104,005	87,493	65,519	(111,284)	2,836,859	35,229	(1,260)	2,870,828
Operating expenses											
Salaries	-	1,091,601	135,083	43,266	40,219	28,960	(45,229)	1,293,900	20,422	1,085	1,315,407
Employee benefits	-	266,795	31,761	10,302	7,537	8,240	(5,842)	318,793	3,514	263	322,570
Medications and medical supplies	-	578,581	43,203	12,266	9,946	4,127	-	648,123	1,149	-	649,272
Purchased services and other	25,638	312,373	42,723	15,951	13,068	17,383	(32,862)	394,274	11,398	(1,810)	403,862
Medicaid enhancement tax	-	64,036	9,468	3,980	2,834	2,407	-	82,725	-	-	82,725
Depreciation and amortization	-	64,643	8,771	3,519	4,819	2,359	-	84,111	2,847	-	86,958
Interest	32,536	25,365	914	876	1,073	493	(29,530)	31,727	386	-	32,113
Total operating expenses	58,174	2,403,394	271,923	90,160	79,496	63,969	(113,463)	2,853,653	39,716	(462)	2,892,907
Operating (loss) margin	(19,148)	(12,619)	(10,598)	13,845	7,997	1,550	2,179	(16,794)	(4,487)	(798)	(22,079)
Non-operating gains (losses)											
Investment income (losses), net	(8,026)	(58,973)	(2,068)	(795)	(1,114)	(1,555)	(210)	(72,741)	(6,003)	-	(78,744)
Other components of net periodic pension and post retirement benefit income	-	11,902	2,008	-	-		-	13,910	-	-	13,910
Other (losses) income, net	(3,540)	(1,641)	(542)	-	1	169	(1,969)	(7,522)	66	798	(6,658)
Total non-operating (losses) gains, net	(11,566)	(48,712)	(602)	(795)	(1,113)	(1,386)	(2,179)	(66,353)	(5,937)	798	(71,492)
(Deficiency) excess of revenue over expenses	(30,714)	(61,331)	(11,200)	13,050	6,884	164	-	(83,147)	(10,424)	-	(93,571)
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	678	52	-	460	233	-	1,423	150	-	1,573
Change in funded status of pension and other postretirement benefits	-	(27,860)	(4,496)	-	-	48	-	(32,308)	(1)	-	(32,309)
Net assets transferred to (from) affiliates	7,600	(19,385)	4,066	2,571	2,096	795	-	(2,257)	2,257	-	-
Other changes in net assets	-	-	-	-	(23)	-	-	(23)	-	-	(23)
(Decrease) increase in net assets without donor restrictions	$ (23,114)	$ (107,898)	$ (11,578)	$ 15,621	$ 9,417	$ 1,240	$ -	$ (116,312)	$ (8,018)	$ -	$ (124,330)

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

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH	MAHHC and Subsidiaries	APD and Subsidiary	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	$ -	$ 1,751,093	$ 236,645	$ 79,754	$ 59,041	$ 99,403	$ 17,301	$ -	$ 2,243,237
Contracted revenue	209	134,388	165	21	3,521	21	-	(60,659)	77,666
Other operating revenue	38,568	494,363	23,794	7,527	4,370	14,587	2,708	(51,886)	534,031
Net assets released from restrictions	249	13,873	821	190	204	548	9	-	15,894
Total operating revenue and other support	39,026	2,393,717	261,425	87,492	67,136	114,559	20,018	(112,545)	2,870,828
Operating expenses									
Salaries	-	1,091,601	135,116	40,219	29,729	47,352	15,534	(44,144)	1,315,407
Employee benefits	-	266,795	31,770	7,537	8,361	11,169	2,517	(5,579)	322,570
Medications and medical supplies	-	578,581	43,203	9,946	4,126	12,297	1,123	(4)	649,272
Purchased services and other	25,638	315,589	42,938	13,067	18,072	18,915	4,313	(34,670)	403,862
Medicaid enhancement tax	-	64,036	9,469	2,834	2,406	3,980	-	-	82,725
Depreciation and amortization	-	64,643	8,895	4,819	2,483	5,595	523	-	86,958
Interest	32,536	25,365	914	1,073	493	1,204	58	(29,530)	32,113
Total operating expenses	58,174	2,406,610	272,305	79,495	65,670	100,512	24,068	(113,927)	2,892,907
Operating (loss) margin	(19,148)	(12,893)	(10,880)	7,997	1,466	14,047	(4,050)	1,382	(22,079)
Non-operating gains (losses)									
Investment income (losses), net	(8,026)	(61,039)	(2,163)	(1,114)	(1,663)	(1,373)	(3,155)	(211)	(78,744)
Other components of net periodic pension and post retirement benefit income	-	11,902	2,008	-	-	-	-	-	13,910
Other (losses) income, net	(3,540)	(1,641)	(542)	1	179	-	56	(1,171)	(6,658)
Total non-operating (losses) gains, net	(11,566)	(50,778)	(697)	(1,113)	(1,484)	(1,373)	(3,099)	(1,382)	(71,492)
(Deficiency) excess of revenue over expenses	(30,714)	(63,671)	(11,577)	6,884	(18)	12,674	(7,149)	-	(93,571)
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	834	53	460	226	-	-	-	1,573
Change in funded status of pension and other postretirement benefits	-	(27,860)	(4,496)	-	47	-	-	-	(32,309)
Net assets transferred to (from) affiliates	7,600	(19,391)	4,108	2,096	795	2,571	2,221	-	-
Other changes in net assets	-	-	-	(23)	-	-	-	-	(23)
(Decrease) increase in net assets without donor restrictions	$ (23,114)	$ (110,088)	$ (11,912)	$ 9,417	$ 1,050	$ 15,245	$ (4,928)	$ -	$ (124,330)

Dartmouth-Hitchcock Health and Subsidiaries
Note to Supplemental Consolidating Information
June 30, 2023 and 2022

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in net assets without donor restrictions of D-HH and its subsidiaries. All significant intercompany accounts and transactions between D-HH and its subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

Dartmouth Health

Dartmouth Health
Board of Trustees

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Claire M. Lillie
Exec. Coordinator for Governance & Leadership

Backup
Laura K. Rondeau
Exec. Coordinator for Governance & Leadership

Jeffrey C. Fetter, MD
[redacted]

Education

August 1993-May 1997	Johns Hopkins University, Baltimore MD	BA
August 1997-May 2001	Case Western Reserve University, Cleveland OH	MD

Postdoctoral Training

June 2001-June 2006	Combined Internal Medicine and Psychiatry Residency Dartmouth-Hitchcock Medical Center, Lebanon NH
June 2005-June 2006	Chief Med-Psych Resident Dartmouth-Hitchcock Medical Center, Lebanon NH
Sept 2019- Sept 2021	Physician Leadership Program University of NH, Paul College of Business and Economics

Licensure/Certification

April 5, 2006-Jun 30, 2022	New Hampshire Medical License #13042
Jan 2018- Dec 31, 2028	Board Certified in Internal Medicine, Diplomate #255543
May 2010-Dec 2030	Board Certified in Psychiatry, Diplomate #60814
April 2010-present	Certified in Transcranial Magnetic Stimulation (Neurostar, Inc.)
Nov 2016-present	DEA Buprenorphine X-Waiver

Academic Appointment
July 2006-Jan 2010, June 2020-present
Assistant Professor of Psychiatry
Geisel School of Medicine at Dartmouth

Hospital Appointments and Clinical Responsibilities

June 2020-Present
Chief Medical Officer
New Hampshire Hospital
Concord, NH

- Clinical oversight of state contract with Dartmouth-Hitchcock Health
- Supervision of 26 Providers

Aug 2018 – June 2020
Chief Medical Officer
Riverbend Community Mental Health Center

Concord, NH

- Supervision of 18 providers: CSP, Inpatient, Child, Integration, MAT
- Assertive Community Treatment Team Psychiatrist
- Integrated Delivery Network (IDN2) Medical Director
    - Medication Assisted Treatment for Substance Use Disorders
    - Psychopharmacology Services and Re-Entry initiatives for county inmates
    - Integrated Primary Care and Behavioral Health Program

Jan 2013-Sept 2018
Chief Medical Officer
NH Department of Corrections
MHM Services, Inc.
Concord, NH

- Supervision of Correctional Health Services for 2400 inmates
- Utilization Management
- Program Development
- Psychiatrist: Special Housing Unit, Residential Treatment Unit

Feb 2015 to Present
Expert Witness

- Independent Psychiatric Examiner, RSA 135-C Physician Certifications (Until June 2020)
    - Cheshire, Merrimack, Rockingham, and Hillsborough Counties Probate Courts
- Correctional Malpractice/Section 1983 Cases

March 2013-July 2016
EKG Interpretation Consultant
Dartmouth Psychopharmacology Research Group

Feb 2010- Dec 2012
Director of Consultation Psychiatry

- Inpatient Psychiatry
- Consultation to Hospitalists and Emergency Room
- ECT, rTMS

Concord Hospital, Concord NH

July 2010-Dec 2012
Cardiometabolic Psychiatry Clinic
Riverbend Community Mental Health Center
Concord NH

July 2006-Jan 2010
Attending Physician with Privileges in Psychiatry and Internal Medicine
New Hampshire Hospital, Concord NH

August 2006-Jan 2013
Consulting Physician with Privileges in Electroconvulsive Therapy

Concord Hospital, Concord NH

Mar 2009-Feb 2010
Cardiometabolic Psychiatry Consult Service
New Hampshire Hospital, Concord NH

Professional Leadership Positions

Dec 2017-Dec 2018
Fellowship Committee, American College of Correctional Physicians

May 2016-May 2018
Psychiatry Representative, NH Medical Society

May 2014-May 2016
Legislative Liaison, NH Psychiatric Society

May 2011-May 2015
President, NH Psychiatric Society

Nov 2013-May 2016
Executive Councilor, NH Medical Society

Mar 2009-Jan 2011
Inpatient Psychiatry Liaison, NH Psychiatric Society

July 2007-Feb 2010
Chair, Pharmacy and Therapeutics Committee, NH Hospital

July 2007-Feb 2010
Chair, Metabolic Syndrome Work Group, NH Hospital

Committee Assignments

June 2003-2006	DHMC Graduate Medical Education Accreditation Committee
Apr-June 2004	Chair, DHMC Psychiatry Resident Curriculum Project
July-Dec 2005	DHMC Resident Work Hours Task Force
Aug 2006-Jan 2007	Pharmacy and Therapeutics Committee, NHH
October 2006-June 2007	Metabolic Syndrome Work Group, New Hampshire Hospital
January 2007-2010	New Hampshire State Institutional Review Board
March 2007-2010	Medical Emergencies Committee, NHH
Sept 2007-2010	Adverse Medication Events Review Committee, NHH
June 2009-Aug 2009	Defensive Measures Task Force, NHH
March 2010-Dec 2012	Pharmacy and Therapeutics Committee, Concord Hospital
July-October 2016	Special Legislative Commission on Syringe Service Programs
October 2013-Sept 2018	MHM Inc. Credentialing Committee

Memberships

American College of Correctional Physicians
Association of Medicine and Psychiatry
American Psychiatric Association
New Hampshire Psychiatric Society
New Hampshire Medical Society

Awards and Honors

April 2001	Case Western Reserve University Health Policy Competition, Honorable Mention
June 2003	Abraham Lenzner, MD Award for Excellence in Consultation Psychiatry
April 2005	Association of Medicine and Psychiatry Martin Fenton, MD Award Med-Psych Resident of the Year
April 2006	Dartmouth Medical School Department of Medicine Excellence in Teaching Award Nominee
May 2006	Dartmouth Medical School Students' Excellence in Teaching Award for Medicine Clerkship
May 2007	Emory University Future Leaders in Psychiatry
April 2017	NH Public Health Association, Friend of Public Health
April 2021	NH Psychiatric Society Leadership Award

Research Experience

Site Investigator for Riverbend: "Cannabis, Schizophrenia and Reward: Self Medication and Agonist Treatment" NIDA D14016, Dartmouth Psychopharmacology Research Group (A. Green, PI)

Principal Investigator: "N-3 Fatty Acids for hypertriglyceridemia in patients with schizophrenia taking atypical antipsychotics." Dartmouth Psychiatry Department Junior Clinical Investigator Research Award.

Site Investigator for New Hampshire Hospital: "Clozapine vs. Risperidone for People with First Episode Schizophrenia and Co-Occurring Substance Use Disorder," Dartmouth Psychopharmacology Research Group (A. Green, PI)

Collaborating Investigator: "Management of Risk of Relapse in Schizophrenia III," NIMH #MH41573 (S. Marder, PI)

Site Investigator for New Hampshire Hospital: "Pilot study for treatment of persistent psychotic symptoms in schizophrenia," feasibility study to prepare for NIMH funded randomized antipsychotic trial. Dartmouth Psychopharmacology Research Group (D. Noordsy, PI)

Teaching Experience

May 2004	Conceived and Organized Psychotherapy Roundtable for Residents
June 2004 and 2005	Taught "Medical Emergencies for Psychiatry Interns" Lecture Series
June 2005-2006	Initiated and Facilitated Med-Psych Residents' Report

June 2006	"Inflammatory Bowel Disease and Mental Illness," Crohn's and Colitis Foundation Symposium at Dartmouth-Hitchcock Medical Center
2006-2010	Supervision of 3rd year medical students on psychiatry clerkship Supervision of 2nd year psychiatry residents Initiated and Organized Weekly Unit "Doc Talk" Seminar
Nov 2007	Internal Medicine Morbidity and Mortality Conference, White River Junction VA Medical Center
Sept 2008	NH Hospital Grand Rounds: "Cardiometabolic Risk and Mental Illness"
May 2009	Dartmouth PRC Seminar: "N-3 Fatty Acids for High Triglycerides in Patients Taking Atypical Antipsychotics"
May 2010	CH Grand Rounds: "Consultation Psychiatry"
May 2010	"Severe Depression and Cardiovascular Disease" New England ECT Annual Meeting
Oct 2011-2013	CH Simulation Center Course "Psychiatric Emergencies: De-escalation"; Conceived and Executed Course; Filmed Video Training, Moderated Simulations
May 2012	NH Hospital Grand Rounds: "Inpatient Violence"
Oct 2012	NH Medical Society Annual Scientific Meeting: "Obesity and Mental Health"
Feb 2012	Concord Hospital Grand Rounds: "Psychiatric Perspectives on Obesity"
Nov 2013	NH Medical Society Annual Scientific Meeting: "Mental Illness: Skills Every Physician Should Have"
Nov 2013	Concord Hospital Symposium: "Inpatient Violence"
Jan 2015	NH Hospital Grand Rounds: "Correctional Medicine Update"
Feb 2017	NH DOC Grand Rounds: "SHU and Analogue Environments"
March 2017	Psychiatric Consultant: Northern NH SWAT Team Hostage Negotiation Training Exercise
Oct 2018	Association of Medicine and Psychiatry National Meeting, Chicago IL: "Correctional Medicine"
April 2019	Kansas University Department of Psychiatry Grand Rounds "Correctional Medicine"
Dec 2019	"Psychiatric Diagnosis and the Law" NH Circuit Court Judge Conference
April 2020-present	Weekly COVID-19 Briefing for NH Community Mental Health Centers
Dec 23, 2020	"COVID-19 and the Mental Health System" NH CMHC Statewide Zoom
Dec 29, 2020	"COVID-19 Vaccination" Riverbend Community Mental Health, Inc.
Jan 7, 2021	"COVID-19 Vaccines for Mentally Ill Patients" NH Office of Public Guardian
Jan 21, 2021	"COVID-19 Vaccine Messaging and Disinformation" National Association of State Mental Health Program Directors
Feb 4, 2021	"COVID-19 Vaccine Messaging and Disinformation" NH Hospital Grand Rounds
Sept 2021-present	Psychiatric Leadership Elective rotation preceptor for 4th year residents

Original Articles:

Aschbrenner, KA. Naslund, JA. Reed, JD. Fetter, JC. Renewed call for lifestyle interventions to address obesity among individuals with serious mental illness in the COVID-19

era and beyond. Translational Behavioral Medicine 11(7) July 2021, pp 1359-1364, https://doi.org/10.1093/tbm/ibab076

Fetter, JC. COVID-19 Vaccination Strategies in Public Psychiatry. Psychiatric Services 2021; 72(2). 10.1176/appi.ps.72203

Fetter, JC. Framework for Psychiatrists' Role in the COVID-19 Response. Community Mental Health Journal 2021. Epub ahead of print.

Fetter, JC. Implementing a Correctional Electronic Medical Record. CorDocs: Newsletter of the American College of Correctional Physicians. 2017;20(2)

Fetter, JC. Chronic Pain in Corrections. CorDocs: Newsletter of the American College of Correctional Physicians. 2016;19(2)

Fetter JC, Brunette M, Green A. N3 Fatty Acids for Hypertriglyceridemia in Patients Taking Second Generation Antipsychotics. Clinical Schizophrenia and Related Psychoses. Summer 2013 73-77A

Fetter JC, Bartels SJ, Parker C. A cardiometabolic psychiatry consultation service in a state psychiatric hospital. Prim Care Companion of CNS Disorders 2011; 13(2)

Fetter JC. Diagnosing and Managing Violence. Prim Care Companion J of CNS Disorders. 2011;13(5)

Shagoury P, Currier M, Bemis R, Fetter JC. A motivational interviewing group to manage cardiometabolic risk on an inpatient psychiatry unit: A chart review. Prim Care Companion to J Clin Psych; 2010; 12(6)

Shagoury P, Currier M, Fetter JC. A motivational interviewing group to manage cardiometabolic risk on an inpatient psychiatry unit: A case study. Prim Care Companion to J Clin Psych 2010; 12(3)e1

Fetter JC. Mirtazapine for MDMA-Induced Depression. Am J Addict. 2005 May-Jun;14(3):300-1

Denard PJ, Fetter JC, Zacharski LR. Rectus sheath hematoma complicating low-molecular weight heparin therapy. Int J Lab Hematol. 2007 Jun;29(3):190-4.

Fetter JC. Psychosocial Response to Mass Casualty Terrorism: Guidelines for Physicians. Primary Care Companion to J Clin Psychiatry 2005; 7(2): 49-52

Fetter JC, Askland KD. Antidepressants for Bipolar Depression. Am J Psychiatry 2005 Aug; 162(8): 1546

Fetter JC. Letter: Weight gain and quality of life among patients taking antipsychotics. Psychiatric Services 2003 Jul;54(7):1041

Fetter JC. The Gift of Therapy: A Letter to a New Generation of Therapists and their Patients. Prim Care Companion J Clin Psychiatry. 2006; 8(3): 181

Poster Presentations:

Mistler, L, Auel E, Sanders E, Thomas J, Moore E, Fetter JC. Awake Proning for COVID-19. Scheduled for Association of Medicine and Psychiatry Annual Meeting Sept 30, 2021

Mistler, L, Auel E, Sanders E, Thomas J, Moore E, Fetter JC. Awake Proning for COVID-19 in a State Psychiatric Hospital. Presented at NH Psychiatric Society Scientific Meeting, April 2021.

Fetter JC, Barton E, Grattan V. Englander C. Hepatitis C Treatment in a Correctional System: 10 Years' Experience.
Presented at National Committee for Correctional Health Care National Conference, Oct. 2014

Fetter JC, Bartels S. Developing a Medication Algorithm for Second Generation Antipsychotic-Induced Metabolic Effects.
Presented at Future Leaders in Psychiatry, Atlanta GA 2007

Fetter JC, Gillock KL, Friedman M, Howard J. Adiposity and Chronic Traumatic Stress.
Presented at Association for Medicine and Psychiatry Annual Meeting, Los Angeles CA, 2006

Scientific Sessions:
Chair, "Weight Gain and Mental Illness"
American Psychiatric Association General Meeting, New Orleans, 2010

Other Activities:
Cubmaster, Cub Scout Pack 86, Concord NH: May 2021-present
Board of Directors, Unitarian Universalist Church of Concord: July 2019-July 2020
Pandemic Policy Committee, Unitarian Universalist Church of Concord: August 2020-present
Fiddle, Limberjack, and 3-string Guitar, Wholly Rollers bluegrass/old time gospel band: 2015-present

Samantha Swetter, M.D.

Date Prepared: 08-19-2021

I. Education

May 2012 - May 2014
Albert Einstein College of Medicine
Doctor of Medicine Program,
Degree: M.D.

July 2009 - May 2012
Albert Einstein College of Medicine
Medical Scientist Training Program
Department of Biochemistry

August 2003 - June 2009
University of Nebraska – Lincoln
B.S. Mechanical Engineering
Pre-medicine Professional Program
Minor: International Engineering
Honors Thesis: "Resistance Characterization of a HiPIMS Plasma Discharge."

II. Postdoctoral Training

July 2014 - June 2018
Psychiatric Residency Training, Chief Resident
The Mount Sinai Hospital; New York, NY

III. Academic Appointments

August 2018 – present
Assistant Professor of Psychiatry
Geisel School of Medicine at Dartmouth

IV. Institutional Leadership Roles

Associate Medical Director; Nov 2020 – present; New Hampshire Hospital
Secretary of Medical Staff Organization's Executive Committee; Nov 2019 - present; New Hampshire Hospital
Chair of Utilization Management Committee; Nov 2018 – present; New Hampshire Hospital

V. Licensure and Certification

New Hampshire, Medical License and DEA

VI. Hospital Appointments

August 2018 – present

General Adult Admissions Unit Psychiatrist
New Hampshire Hospital; Concord, NH
Lead an interdisciplinary team treating patients with serious mental illness on an acute care unit.

Nov 2017 – June 2018
Transcranial Magnetic Stimulation (TMS) Consultant
HPR Treatment Centers; New York, NY
Conduct initial TMS evaluations and brain mapping for TMS.

July 2016 – June 2018
Insurance Appeals Evaluator
The Mount Sinai Hospital; New York, NY
Evaluate insurance claim denials and make formal written appeals to the insurance providers.

September 2016 – September 2017
Per Diem Staff Psychiatrist
St. Joseph's Medical Center; Yonkers, NY
Per diem coverage of consult liaison, emergency room, and 29 inpatient beds on nights and weekends. Responsible for triaging new consults and staffing urgent consults/floor issues.

VII. Professional Development Activities

Structured Interview for Psychosis-Risk Syndromes (SIPS) and Scale for Prodromal Symptoms (SOPS) Training and Certification;
PRIME Research Clinic
Feb 3, 2018

TMS Training and Certification;
Brainsway
Nov 9, 2017

Suboxone Training;
The American Osteopathic Academy of Addiction Medicine
Apr 26, 2017

Transforming Clinical Practice Initiative;
APA learning collaborative on collaborative care for New York residents led by University of Washington
Sep 2016 – Dec 2016

Mental Health Perceptions in Rural Uganda
March 2014-May 2014
Kisoro, Uganda
Develop, implement, and analyze surveys regarding mental health perceptions in the rural communities of Kisoro, Uganda.
Sponsor: Albert Einstein College of Medicine

VIII. Teaching Activities

A. Undergraduate teaching

Physiology Lab Teaching Assistant
May 2008 – Dec 2008
University of Nebraska – Lincoln
Primary course facilitator

B. Undergraduate Medical Education

Assistant Professor of Psychiatry at Geisel School of Medicine at Dartmouth
August 2018 – present
Geisel School of Medicine at Dartmouth
Attending on clinical teaching service for clerkship

Psychiatry Shelf Review for Medical Students
Mar 2015
Icahn School of Medicine at Mount Sinai
Course developer and facilitator

C. Graduate Medical Education (GME) teaching:

Assistant Professor of Psychiatry at Geisel School of Medicine at Dartmouth
August 2018 – present
Geisel School of Medicine at Dartmouth
Attending on clinical teaching service for residents

Resident lectures and clinical supervision at Mount Sinai Hospital
Chief Resident, July 2017 – July 2018
Co-Leader for Psychiatry PGY1 Didactic Course, May 2016 – Jul 2017
Clinical Lectures to Psychiatry PGY1s, Aug 2016 – Mar 2017:
Lectures given include: First break psychosis, Delirium, contraindications to common PRNs, Alcohol use disorder
Clinical Case Lecture to Psychiatry PGY2s, Oct 2015
Ethics Case Lecture to Psychiatry PGY1s, Mar 2015

IX. Engagement, Community Service/Education

Post-secondary education counseling at Frederick Douglas Academy III High School, May 2012 – June 2018, ~8 hours/year
Einstein Community Health Outreach – Student-run No Fee Clinic, Apr 2013 – May 2014 Session Coordinator, ~20 hours/year
Homeless Outreach Program at Einstein, May 2012 – May 2013, Educational Session Facilitator, ~10 hours/year
Volunteer at Bryan LGH Medical Center Emergency Room, Nov 2007 – May 2009, Staff Support, ~40 hours/year
Notetaker for Students with Disabilities at University of Nebraska – Lincoln, Jan 2004 – May 2004, Jan 2009 – Feb 2009, Notetaker, ~20 hours/year

X. Research Activities

Survey of the Organizational Readiness to Implement Coordinated Specialty Care for First Episode Psychosis at New Hampshire Community Mental Health Centers
May 2021-present
Role: Primary Investigator
Percent effort <5%
No sponsoring agency and no direct costs

P. falciparum infected erythrocytes as an aptamer target,
August 2009-March 2012
Albert Einstein College of Medicine, Bronx, NY
Artificially evolve ribonucleic small molecules to elucidate parasite biology and provide novel diagnostic/therapeutic strategies for *Plasmodium falciparum*-infected erythrocytes.
Role: Medical Scientist Training Program Candidate
Sponsor: Albert Einstein College of Medicine

Clotting Factor Purification and Characterization,
May 2008 – May 2009
University of Nebraska – Lincoln
Purification of rFVIII from transgenic murine milk. Characterization of a portable fibrin sealant bandage for arterial hemorrhage
Role: Undergraduate Research Assistance
Sponsor: Undergraduate Creative Activities and Research Experience (UCARE) Program

High Power Impulse Magnetron Sputtering Modeling,
August 2006-May 2008
University of Nebraska – Lincoln
Characterization and equation modeling of plasma field used in kinetic sputtering.
Role: Undergraduate Research Assistance
Sponsor: Undergraduate Creative Activities and Research Experience (UCARE) Program

XI. Program Development

Value-Based Pilot for Health and Recovery Plan Members
The Mount Sinai Hospital
Sep 2016 – June 2018
Type: Clinical
Mission: Engage high-risk mental health populations in wrap-around services to improve health outcomes.
Role: Consolidate referral data to Medicaid Home and Community-Based Services (HCBS) for high-risk populations and help analyze for quality improvement measures.
Outcomes: Referral rate

Tele-supervision and Training Program for Rural Practitioners in Liberia
The Mount Sinai Hospital
Aug 2017 – June 2018
Type: Clinical
Mission: Increase access to mental health services in rural Liberian communities.
Role: Tele-supervisor and mentor for practitioners.

XII. Major Committee Assignments, inclusive of Professional Societies

A. National/International

B. Regional
Treasurer; New Hampshire Psychiatric Society; May 2021 - present

C. Institutional
Chair of Utilization Management Committee; Nov 2018 – present; New Hampshire Hospital
Secretary of Medical Staff Organization's Executive Committee; Nov 2019 - present; New Hampshire Hospital
Community Service Committee Member, American Psychiatric Association; March 2017 - June 2018
Engineers Without Borders – University of Nebraska (EWB-UN),
Co- President of University Chapter, Aug 2008 – May 2009,
Community Health Assessment Committee Chair of University Chapter, Nov 2008 – May 2009
International Association for the Exchange of Students for Technical Experience (IAESTE), President of University Chapter, Sep 2004 – Mar 2007

XIII. Institutional Center or Program Affiliations

New Hampshire Psychiatric Society Feb 2019 - present
American Psychiatric Association Feb 2017 – present
Anxiety and Depression Association of America Oct 2017 – June 2018

XIV. Editorial Boards

Einstein Journal of Biological Medicine, May 2011 – May 2012
Assistant Editor

XV. Awards and Honors

ADAA Alies Muskin Career Development Leadership Program Award, Nov 2017
Global Health Fellow to Uganda, Jan 2013
Grant recipient for undergraduate research (UCARE), May 2006, May 2008
NASA Nebraska Space Grant Scholarship Recipient, Nov 2007
Milton E. Mohr Mechanical Engineering Scholarship Recipient, July 2007
InfoUSA sponsee in "This is India!" Exchange Program, Mar 2007
Department of Education grant recipient for foreign exchange to Brazil (FIPSE), Dec 2006
Society of American Military Engineers Scholarship, Nov 2006
Tau Beta Pi Inductee, Aug 2005
Pi Tau Sigma Inductee, Jan 2005
University Honor's Program, May 2003
Regent's Four Year Tuition Scholarship, May 2003
Engineering & Technology Four Year Scholarship, May 2003

XVI. Invited Presentations

A. International

B. National

C. Regional
New Hampshire Hospital Grand Rounds – Catching Catatonia #^
New Hampshire Hospital, June 2021

New Hampshire Hospital and Severe Mental Illness *
Colby-Sawyer College, Adventures in Learning
January 2021, Virtual Lectures

Grand Rounds – The Borderline Façade #^
Mount Sinai Hospital. Oct 2017

Summer Roundabouts – Widening Your Differential Diagnosis *
Mount Sinai Hospital. Aug 2017
Case-based presentation to residents of all years regarding how to formulate patients and acquire sufficient information for a diagnosis.

"Me Too" *
Albert Einstein College of Medicine. Mar 2017
Invited discussant for presentation on mental illness in physicians and medical students.

XVII. Bibliography

A. Peer-reviewed publications in print or other media

Swetter, S., Fader, R., Christian, T., Swetter, B. (2018). Compulsive Sexual Behavior. Evaristo Akerele (Ed.), *Substance and Non-Substance Related Addictions.* Manuscript submitted. Springer Nature. *

Hanna, J., Swetter, S. (2018). A Case of Delirium and Rhabdomyolsis in Severe Opiate Withdrawal. *Psychosomatics.* 59(4): 405-407. *

Meyer, J.P., Swetter, S.K., & Kellner, C.H. (2018). Electroconvulsive therapy (ECT) in geriatric psychiatry: A selective review. *Psychiatric Clinics of North America.* 41(1): 79-93. *

Cumper, S. (now Swetter), Ahle, G,, Liebman, L., & Kellner, C. (2014). Electroconvulsive therapy (ECT) in Parkinson's Disease: ECS and dopamine enhancement. *JECT. 30*(2), 122-124. *

B. Other scholarly work in print or other media:

Peer-reviewed article in non-indexed publication:
Swetter, Samantha. (2017). Unexpected trauma. *The American Journal of Psychiatry – Residents' Journal. 12*(7),10.

C. Abstracts (include both oral, exhibit and poster presentations):

Poster Presentation – Recombinant Clotting Proteins for use in Arterial Bandages
University of Nebraska – Lincoln. May 2008

Poster Presentation – High Power Impulse Magnetron Sputtering Modeling
University of Nebraska – Lincoln. May 2008

Patrick R Hattan, MD

[redacted]

Professional Licenses/Certifications:

New Hampshire State Medical License — June 2021-23
American Board of Psychiatry and Neurology-certified physician — Sep 2019-2029

Professional Experiences:

New Hampshire Hospital, Concord, NH — July 2017-present
- Associate Medical Director — October 2020-present
- Attending psychiatrist, acute inpatient psychiatric unit
- Chair, Medical Records Committee of the NHH Medical Staff Organization — Dec 2019-present

Academic Background:

Geisel School of Medicine at Dartmouth, Hanover, NH — July 2017-present
Assistant professor of psychiatry

Cambridge Health Alliance/Harvard Medical School — July 2012-June 2017
Cambridge, MA
Internship in General Internal Medicine
Residency in Adult Psychiatry

Areas of special focus in addition to standard residency curriculum:

PGY4 focus on junior resident supervision and medical student teaching (see below)
PGY4 focus on Emergency Psychiatry
Ambulatory Community Service, CHA Outpatient Psychiatry Dept
- Specialty clinic serving the severe and persistently mentally ill.

Center for Mindfulness and Compassion, CHA Outpatient Psychiatry Dept
- Founding member.

Dartmouth Medical School, Hanover, NH — Aug 2008-June 2012
MD

McGill University, Montreal, QC, Canada — Sep 2003-June 2008
Bachelor of Arts and Science, major concentrations in Biomedical Studies and History
Graduated with *Great Distinction* (*Magna Cum Laude* equivalent)

New Hampshire Technical Institute, Concord, NH — Sep 2001-Dec 2002
Part-time post-secondary studies, undeclared concentration

Peer-reviewed Publications:

Barnes N, Hattan P, Black DS, Schuman-Olivier Z. *An Examination of Mindfulness-Based Programs in US Medical Schools.* Mindfulness. Published online: 2016, Oct 6. DOI 10.1007/s12671-016-0623-8.

Bambico FR, Lacoste B, Hattan PR, Gobbi G. *Father absence in the monogamous California mouse impairs social behavior and modifies dopamine and glutamate synapses in the medial prefrontal cortex*. Cerebral Cortex. 2015 May; 25(5): 1163-75. DOI 10.1093/cercor/bht310.

Bambico FR, Hattan PR, Garant JP, Gobbi G. *Effect of delta-9-tetrahydrocannabinol on behavioral despair and on pre- and postsynaptic serotonergic transmission.* Progress in neuro-psychopharmacology and biological psychiatry. 2012 Jul 2; 38(1): 88-98. DOI 10.1016/j.pnpbp.2012.02.006.

Poster Presentations:

Barnes N, Black DS, Hattan P, Schuman-Olivier Z. *The Emergence of Academic Mindfulness Centers Associated with Medical Schools (AMCAMS).* Poster presentation at the Mind and Life International Symposium on Contemplative Studies. Oct 2014.

Bambico F, Hattan P. *Cannabinoids elicit antidepressant-like behaviour and activate serotonergic neurons through the medial prefrontal cortex*. Poster presentation at Programs and Abstracts of the 17th Annual Symposium on the Cannabinoids. June 2007.

Supervisory/Teaching Experience:

Clinical supervision of PGY2 general adult psychiatry house officers and 3rd year medical students — July 2017-present
Dartmouth-Hitchcock Medical Center/Geisel School of Medicine at Dartmouth

Individual psychotherapy supervision — Jul 2016-June 2017
Supervised a PGY2 resident for 4 psychotherapy cases and 1 therapy group
Cambridge Health Alliance/Harvard Medical School

Medical student teaching — Nov 2016-Dec 2016
Cambridge Health Alliance/Harvard Medical School

Chiefship of the PGY1 psychiatry intern class — Jul 2016-June 2017
Cambridge Health Alliance/Harvard Medical School

Individual psychopharmacology supervision
Supervised three PGY3 residents in a Transitions Clinic serving patients needing short-term treatment while between providers
Cambridge Health Alliance/Harvard Medical School

Neuroanatomy Teaching Assistant, 300-level anatomy course — Sep 2007-Dec 2007
Department of Anatomy and Cell Biology, McGill University

Lectures/Presentations:

Hattan P, *The History of New Hampshire Hospital*
New Hampshire Hospital Grand Rounds — October 2021

Hattan P, Nagarajan T, Stanciu C, Praharaj D, *The Neurobiological Effects and Pharmacological Management of Inhalant Use Disorder*
New Hampshire Hospital Case Conference March 2021

Hattan P, *Engima: Treatment Planning with a High-Risk Patient Who Does Not Want to be Understood*
New Hampshire Hospital Case Conference May 2018

Hattan P, *Introduction to Psychopharmacology, parts 1 and 2* Nov 2016
Post-doctoral Psychology seminar, Cambridge Health Alliance/Harvard Medical School

Hattan P, *De-escalating the Agitated Patient* June 2016
PGY1 intern orientation for general internal medicine, psychiatry, and transitional residents, Cambridge Health Alliance/Harvard Medical School

Hattan P, *Fundamentals of Neuroanatomy* Jan 2016
Brain & Behavior: PGY3 psychiatry seminar, Cambridge Health Alliance/Harvard Medical School

Hattan P, *Depression in Animals and Animal Models* Mar 2015
Brain & Behavior: PGY3 psychiatry seminar, Cambridge Health Alliance/Harvard Medical School

Hattan P, *Antipsychotic Medications for the Treatment of Psychosis* Oct 2014
Psychopharmacology: PGY3 psychiatry seminar, Cambridge Health Alliance/Harvard Medical School

Hattan P. *Antipsychotic Medications, QTc Prolongation, and Sudden Cardiac Death.*
Consult/Liaison Psychiatry: PGY2 psychiatry seminar, Cambridge Health Alliance/Harvard Medical School June 2014

Hattan P, *Metastatic Struma Ovarii* June 2011
Dept of Obstetrics & Gynecology Grand Rounds, California Pacific Medical Center, San Francisco, CA

Employment Experience:

Research Assistant Sep 2007-Aug 2008
Department of Neurobiology and Psychiatry, McGill University
- Obtained proficiency in single-cell electrophysiology and behavioral modeling in experimental animals. Researched novel antidepressants and animal bonding.

House staff 2003
Killarney International Youth Hostel, Ireland

Teaching Assistant, grades kindergarten – 5 2000-2002
Salisbury Elementary School, Salisbury, NH

Extracurricular/Honors:

Patient Care Award, Cambridge Health Alliance May 2014

- Recognized by the hospital for compassionate patient care based on patient-based survey

Gold Humanism Honors Society, Dartmouth Medical School June 2012
- Elected by classmates for representing the values humanism in medicine

Psychiatry Department Award, Dartmouth Medical School June 2012
- Recipient from the graduating class of 2012

American Medical Student Association, DMS chapter Sep 2008-Aug 2011
- Chapter president 08/09-08/11

Adult Mentor Sep 2006-June 2007
Big Brothers Big Sisters of Greater Montreal

Personal Information:

DOB July 27, 1982
Native of Salisbury, New Hampshire
Interests: American history, outdoor sports, cooking.

Christina L. Kirkpatrick, MD

Work Experience

- Hospitalist, Concord Hospital, Concord, NH, 2008 – present
- Palliative Care Program Director, Concord Hospital, 2012-2015
- Associate Medical Director, Hospitalist Group, Concord Hospital, 2015-2022
- Attending Physician, Family Health Center Hospitalist rotations, 2012-present
- Family Health Center/Hospitalist liaison 2022-present
- Hospitalist, St. Peter's Hospital, Helena, MT, 2005 – 2008
- Internal Medicine, St. Peter's Hospital Clinic, Helena, MT, 2003 – 2004

Board Certifications

- ABIM Board Certification through 2024
- Hospice & Palliative Care Board Certification through 2033

Licensure

- New Hampshire Medical License in good standing

Accreditations

- BLS/ACLS

Education

- University of Cincinnati, Internal Medicine, Cincinnati, OH, 2000 – 2003
- University of Utah School of Medicine, Salt Lake City, UT 1996 – 2000
- Bachelor's of Arts, Medieval Studies, Wesleyan University, Middletown, CT 1990

References

References available on request

R. Joseph Wendling, Jr.
Curriculum Vitae, August 2021.

Education:

1986-1992	Iowa State University, Bachelor of Science in Horticulture
1988	Ealing College of Higher Education, London, England
1992-1996	University of Iowa College of Medicine, MD
1996-2000	University of Michigan Department of Psychiatry Residency
2000-2001	Dartmouth College Department of Psychiatry Geriatric Fellowship

Certification/Licensing:

USMLE I, II and III- passed
State of New Hampshire license #10979
State of Vermont license.
ABPN- certified through 2021
ABPN-Geriatric certification through 2022

Research:

Iowa State University:
The effectiveness of silver thiosulfate in prevention of ethylene oxide induced senescence in *Streptocarpus sp.*.

The effect of day/night temperature differences on flower induction of day-neutral strawberries, 'Tristar' and 'Tribute'..

University of Michigan-
The rate of complications with ECT in the geriatric population and its correlation with cerebrovascular risk factors.

Employment:

Dartmouth Hitchcock Medical Center, Glencliff Home, Medical director
2012-present

West Central Services, Adult outpatient program, Elders Program, Nursing home consultant.
July 2001- present

Valley Regional Hospital, Behavioral Health Unit, Assistant Medical Director 2003-2005

Lilly Lecture Bureau, 2001- 2003

St. Joseph Hospital, Psychiatric Emergency room physician, Mount Clemens, Michigan,
1999- 2000

References: Available upon request.

MEGHAN FARLEY, PMHNP-BC

meghan.d.farley@dhhs.nh.gov

EDUCATION

MGH Institute of Health Professionals- Boston, MA **May 2020**

Master of Science in Nursing • Bachelor of Science in Nursing

Overall GPA: 3.7

Psychiatric/Mental Health Track

- Distinction "Patient Perception of their Role in Care"
- Vice President/a founding member of MGH-IHP's first Mental Health Club

Emmanuel College- Boston, MA **May 2016**

Bachelor of Art in Psychology

Overall GPA: 4.0

- Graduated with honors, distinction and complete thesis
- President of Emmanuel's Chapter of Psi Chi Honors Society

LICENSURE/CERTIFICATION

Registered Nurse New Hampshire License number: 082368-21

Advanced Practice Nurse Practitioner New Hampshire License number: 082368-23

NPI: 1447868617

DEA: MF5974781 exp. 9-30-23

ADVANCED PRACTICE

Psychiatric Nurse Practitioner Attending/ Instructor **September 2020- Present**

New Hampshire Hospital, Inpatient Psychiatric Unit

- Leading a team of interdisciplinary clinicians to provide inpatient psychiatric care and support to people with severe psychotic disorders. Providing evidence based care to a wide range of psychiatric diagnosis.
- Collaborating with psychiatrics, specialists and medical providers to deliver high quality care.
- Involved in providing education to medical students, nursing students, residents and APRN students
- Involved with research studies and research groups at NHH.

Advanced Practice Psychiatric Nursing Fellow **May 2020- September 2020**

Schizophrenia and Bipolar Disorder Inpatient Unit and Program of Assertive Community Treatment

- Managed a caseload of patients who are experiencing chronic psychotic disorders with guidance from a mentor on both inpatient and outpatient level.
- Obtained training on Open Dialogue techniques and participated in resident didactic series.
- Gained supervision with an attending Nurse Practitioner, the Clinical Director of Psychotic Disorders at Mclean as well as pharmacists.

Advanced Practicum Psychiatric Nurse Practicum Student **September 2019- April 2020**

Lynn Community Health Center

- Facilitate outpatient follow ups, treating patients with a wide range of diagnosis including depression, anxiety, bipolar, schizophrenia, panic disorder and substance use disorder.
- Facilitate follow up appointments for the adolescent school based mental health with preceptor supervision.
- Attend a weekly three-hour seminar facilitated by two psychiatrists

Advanced Practicum Psychiatric Nurse Practicum Student **May 2019- August 2019**

UMass Memorial Hospital; Emergency Mental Health

- Conducted extensive assessments of patients arriving to the ER due to mental health concerns under supervision of a Clinical Nurse Specialist.
- Presented each case to the attending psychiatrist and participated in discussions regarding appropriate future care and criteria for sectioning.

Registered Nurse, McLean Hospital-Belmont, MA **December 2018- Present**

Schizophrenia and Bipolar Disorder Inpatient Unit

- Collaborate with psychiatrists, social workers, and pharmacists to create treatment plans for patients.
- Evaluate and act upon the mental health and medical needs of the patients through nursing interventions, or working with other professionals to provide appropriate care.

Current Professional Committees, Research and Memberships at NHH

Co-Chair of Suicide Prevention Committee at New Hampshire Hospital **December 2020- Present**
- Provide education to NHH employees and patients regarding suicide prevention and resources available.
- Managing and updating NHH policies related to suicide prevention to reflect best practices.

Member of New Hampshire Nurse Practitioner Association **December 2020- Present**

Member of Transition of Care at New Hampshire Hospital **April 2021- May 2021**
- Assess patterns in barriers in transitions to care to identify areas of needed intervention

QPR trained **February 2021**
- Emergency response training on how to best approach someone in crisis

Member of Research Incubator at New Hampshire Hospital **April 2021- Present**
- Engaging in processes of if implementing research such as literature reviews, discussing gaps in literature and collaborating with others with similar research interests.
- Helping implementation of study investigating vaccine hesitancy
- Engaging in Research Fundamentals Virtual Course

Past Research and Volunteer Clinical Experience

MGH Covid-19 Hotline- Somerville, MA **March 26-31 2020**
- Collaborated with Advanced Practice Nurses on the best way to develop and improve the triage training.
- Created training material that was better suited for the rapid turnover of staff and quickly-changing policies.

Emmanuel College- Boston, MA **Jan 2014- May 2016**
- Worked in multiple psychology based labs run by tenured professors.
- Investigated topics including mindfulness and yoga in female college students, gender identity, empathy, emotion regulation, and friendships in older adults.
- Gained experience in data collection, SPSS functioning, assessing validity and reliability of measures, conducting literature reviews, coordinating lab responsibilities for PI and writing research papers.

MGH Resilience Enhancement and Prevention Program- Boston, MA **Mar 2015- May 2016**
- Assessed patients for acuity and scheduled patients for initial consultation with doctors.
- Built Redcap survey to assess mental health risk factors for patients newly reporting psychiatric symptoms.
- Contributed to weekly staff meetings with psychiatrists and psychologists regarding the programs progress.
- Help to facilitate Dialectical Behavioral Group Therapy sessions.

Brigham and Women's Hospital, Boston, MA **Oct 2014- Dec 2014**
- Shadowed resident psychiatrist's initial interviews with incoming patients.
- Attended and contributed to resident and attending psychiatrist meetings regarding their intakes.

Phoenix House, Dublin, NH **May 2014- Sep 2014**
- Worked with adolescents in drug/ alcohol rehabilitation program.
- Co-facilitated and designed daily groups and recovery therapies.
- Provided supervision and support for patients experiencing emotional/behavioral difficulties.
- Collaborated with clinicians to improve treatment process for patients.

Harvard University, Cambridge, MA **Feb 2014- Sep 2014**
- Inspired by fixed and growth mindsets: the research lab examined longitudinal relations between parental evaluations, students' beliefs about the controllability of their thoughts feelings and behaviors, and emotional and academic outcomes in middle school youths.
- Collected data in local elementary and middle school as well as coded the data and lightly involved in drafting paper for publishing.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Mary Hitchcock Memorial Hospital

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jeffrey Fetter	Chief Medical Officer (NHH)	$360,600.00	$360,600.00
Samantha Swetter	Associate Medical Director (NHH)	$305,964.00	$305,964.00
Patrick Hattan	Associate Medical Director (NHH)	$305,964.00	$305,964.00
Meghan Farley	Lead APRN	$140,628.80	$140,628.80
Christina Kirkpatrick	Medical Director	$295,000.00	$295,000.00
Robert Wendling	Medical Director (Glencliff Home)	$111,394.00	$111,394.00

ARC

18A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HAMPSTEAD HOSPITAL & RESIDENTIAL TREATMENT FACILITY

Lori A. Weaver
Commissioner

Justin Looser
Chief Executive Officer

218 EAST ROAD, HAMPSTEAD, NH 03841
603-329-5311 Fax: 603-329-5529 www.dhhs.nh.gov

May 9, 2024

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, Hampstead Hospital & Residential Treatment Facility, to enter into a **Sole Source** amendment to an existing contract, which was originally competitively bid, with Mary Hitchcock Memorial Hospital (VC# 177160), Lebanon, NH, to add scope of services for the provision of child and young adult psychiatric behavioral health services at Hampstead Hospital & Residential Treatment Facility, by increasing the price limitation by $9,567,373 from $61,544,053 to $71,111,426 with no change to the contract completion date of June 30, 2026, effective upon Governor and Council approval. 32% General Funds, 68% Other Funds (Provider Fees).

The original contract was approved by Governor and Council on March 23, 2022, item #31 and most recently amended with Governor and Council approval on December 21, 2022, item #19.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 and are anticipated to be available in State Fiscal Year 2026, 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 **Sole Source** because the Department is amending the scope of services and adding funding. The Department released a request for proposals in November 2023 for the provision of behavioral health services at Hampstead Hospital and Residential Treatment Facility (HHRTF) and received two (2) responses. Mary Hitchcock Memorial Hospital was selected as the highest scoring vendor. During resulting contract negotiations, the Department and Mary Hitchcock Memorial Hospital mutually agreed that amending this existing contract to add behavioral health services at HHRTF would result in greater efficiencies and overall improved service outcomes. This approach will allow the Contractor to utilize the successful service model deployed at both New Hampshire Hospital and Glencliff Home, as well as leverage certain positions required within the contract across facilities. Additionally, the Department will be able to more efficiently manage and monitor services within one (1) contract and ensure requirements are consistent across all three (3) service areas.

The purpose of this request is to modify the scope of services and add funding for the Contractor to provide child and young adult psychiatric behavioral health services at HHRTF. The Contractor will provide inpatient psychiatric services to children, adolescents, and young adults admitted on either a voluntary or involuntary basis, as well as Psychiatric Residential Treatment Facility services for children and adolescents. The Contractor will provide the following positions: Chief Medical Officer, General Medical Director, Staff Psychiatrists and Psychiatric Advanced Practice Registered Nurses, Staff Psychiatrist, Advanced Practice Registered Nurses, and Behavioral Analyst.

The Department will be bringing a separate request forward Governor & Council and to Joint Fiscal Committee to transfer funds to the appropriate class lines to allow for the establishment of positions. This action will allow the State to offer employment to the existing staff providing critical services at HHRTF, which includes, but is not limited to the following positions:

- Counselors/Counselor Aides
- Safety Ambassadors
- Pharmacists/Technicians
- Programming
- Registered Nurses/Supervisors
- Social Workers
- Administrative Support
- Milieu Supervisors

The Department anticipates serving to approximately 890 individuals annually (870 inpatient and 20 residential admissions) through this amendment.

The Department is the owner and operator and responsible for all functions of HHRTF; this includes developing the overall strategic mission of HHRTF, ensuring quality services are provided by the Contractor in compliance with all contractual requirements as well as all federal and state laws and regulations, and billing for and collecting revenue on services rendered. The Department's vision is for the HHRTF campus to become a center of excellence for delivering therapeutic care and supports to young people with highly complex and acute behavioral health needs. Such a campus sets them on a more stable course in their homes and communities; it also attracts and trains a robust, capable, and highly skilled workforce.

While HHRTF is a physical facility, it is also an integral part of the multi-faceted continuum of care for young people in New Hampshire, known as the Children's Behavioral Health System of Care (SOC). The SOC is both a strategy and a set of services. It is designed to serve many different emotional, behavioral, and mental health needs of children by expanding the State's capacity to provide early and effective home and community-based services and reduce reliance on residential and inpatient treatment unless clinically required. The Department staff will be on-site at HHRTF to actively work with the Contractor to provide strategic and operational oversight to ensure high-quality, evidence-based services are delivered and tightly coordinated with family members and community resources.

The Department will monitor services by reviewing quality assurance and monitoring plans, and monthly, quarterly and annual reports provided by the Contractor.

Should the Governor and Council not authorize this request the Department will not have the clinical staffing required to continue services and operations at HHRTF putting current patients and other children and young adults who require psychiatric inpatient residential behavioral health services at serious risk.

Area served: Statewide.

In the event that the Other Funds become no longer available, additional General Funds will be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-94-940010-67500000 Health and Social Services, Health and Human Services Department of, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	94058000	$5,881,431	$0	$5,881,431
2023	102-500731	Contracts for Program Services	94058000	$13,075,773	$0	$13,075,773
2024	102-500731	Contracts for Program Services	94058000	$13,550,376	$0	$13,550,376
2025	102-500731	Contracts for Program Services	94058000	$13,956,888	$0	$13,956,888
2026	102-500731	Contracts for Program Services	94058000	$14,375,594	$0	$14,375,594
		Sub Total		*$60,840,062*	$0	*$60,840,062*

05-95-91-910010-67100000 Health and Social Services, Health and Human Services Dept of, HHS: Glencliff, Professional Care

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	101-500729	Medical Payments to Providers	91000000	$73,193	$0	$73,193
2023	101-500729	Medical Payments to Providers	91000000	$150,778	$0	$150,778
2024	101-500729	Medical Payments to Providers	91000000	$155,302	$0	$155,302
2025	101-500729	Medical Payments to Providers	91000000	159,960	$0	159,960
2026	101-500729	Medical Payments to Providers	91000000	$164,758	$0	$164,758
		Sub Total		*$703,991*	$0	*$703,991*

05-95-95-950010-28480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HAMPSTEAD HOSPITAL, HAMPSTEAD HOSPITAL OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Opr Svc	TBD	$0	$99,242	$99,242
2025	102-500731	Contracts for Opr Svc	TBD	$0	$4,795,061	$4,795,061
2026	102-500731	Contracts for Opr Svc	TBD	$0	$4,673,070	$4,673,070
		Sub Total		*$0*	*$9,567,373*	*$9,567,373*

Overall Total	$61,544,053	$9,567,373	$71,111,426

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

This Amendment to the Psychiatric and Medical Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mary Hitchcock Memorial Hospital ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2022 (Item #31), as amended on December 21, 2022 (Item #19), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

   $71,111,426

2. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

3. Modify Exhibit C, Payment Terms, Section 3, with no change to Subsections 3.1. through 3.4., to read:

   3. The Contractor shall provide services under this Agreement based on the Budget below per applicable Service Area and State Fiscal Year. The Contractor shall be compensated to provide and deliver the services described in Exhibit B, Scope of Services, on the basis of this Budget:

Budget					
Agreement Period by State Fiscal Year					
Service Area #1	1/1/2022-6/30/2022	7/1/2022-6/30/2023	7/1/2023-6/30/2024	7/1/2024-6/30/2025	7/1/2025-6/30/2026
	$5,396,232	$11,964,356	$12,323,287	$12,692,984	$13,073,773
Service Area #2	1/1/2022-6/30/2022	7/1/2022-6/30/2023	7/1/2023-6/30/2024	7/1/2024-6/30/2025	7/1/2025-6/30/2026
	$558,392	$1,262,195	$1,382,391	$1,423,864	$1,466,579
Service Area #3			G&C Approval – 6/30/2024	7/1/2024-6/30/2025	7/1/2025-6/30/2026
			$99,242	$4,795,061	$4,673,070

4. Modify Exhibit C, Payment Terms, Section 5 to read:

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to NHHFinancialServices@dhhs.nh.gov for Service Area 1 & 2 services, and to Shaun.E.Qualter@dhhs.nh.gov for Service Area 3.

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

5/9/2024
Date

Name: Lori A. Weaver
Title: DHHS Commissioner

Mary Hitchcock Memorial Hospital

5/9/2024
Date

Name: Edward J. Merrens, MD
Title: Chief Clinical Officer

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

OFFICE OF THE ATTORNEY GENERAL

5/9/2024

Date

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

EXHIBIT B – Amendment #2

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide psychiatric and medical services at New Hampshire Hospital (NHH), the planned New Hampshire Forensic Hospital (NHFH), Glencliff Home, and Hampstead Hospital and Residential Treatment Facility (HHRTF). The Contractor shall provide services in the following service areas:

1.1.1. **Service Area #1** - Psychiatric care for adults admitted to New Hampshire Hospital (NHH), New Hampshire Forensic Hospital (NHFH), and Glencliff Home.

1.1.2. **Service Area #2** - Non-emergent medical care for adults admitted to New Hampshire Hospital and New Hampshire Forensic Hospital.

1.1.3. **Service Area #3** - Psychiatric and non-emergent medical care for children, adolescents, and young adults ages five (5) to twenty-five (25) years old, as well as Psychiatric Residential Treatment Facility (PRTF) services for children and adolescents up to age 21 admitted to HHRTF.

1.2. For the purposes of this agreement, all references to days shall mean calendar days, unless otherwise specified.

1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 AM to 4 PM, excluding state and federal holidays.

1.4. **All Services Areas - General Requirements**

1.4.1. The Contractor shall deliver psychiatric and medical services to NHH, the planned NHFH, Glencliff Home and/or HHRTF by:

1.4.1.1. Providing highly qualified personnel as described in the following sections;

1.4.1.2. Working with the New Hampshire Department of Health and Human Services ("Department") to continue developing and refining an integrated mental health care system by applying principles of managed care for clinical treatment; and

1.4.1.3. Assisting with educational and training programs, at the direction of the respective Service Areas' Chief Executive Officers (the "CEO").

1.4.2. The Contractor shall recruit and retain qualified individuals for the staffing needs specified herein ("Contractor Personnel"), and as otherwise necessary to fulfill the requirements described herein. The Contractor shall ensure:

1.4.2.1. All Contractor Personnel provided are employees or consultants of the Contractor.

1.4.2.2. No Contractor Personnel are employees of the State of New Hampshire.

1.4.3. The Contractor agrees that one (1) full-time equivalent (FTE) is equal to one (1) full-time employee who works forty (40) hours per week.

1.4.4. The Contractor shall ensure all Contractor Personnel meet and adhere to:

1.4.4.1. The codes of ethical conduct applicable to their license category;

1.4.4.2. Behavioral policies of the Department;

1.4.4.3. Department information security and privacy policies and use agreements which have been provided to Contractor; and,

1.4.4.4. All other human resource-related expectations of the Department, NHH, NHFH, Glencliff Home and/or HHRTF, as well as New Hampshire Department of Information Technology (DoIT) security policies.

1.4.5. The Contractor shall provide staff as indicated in Table 1 below as the Contractor Personnel, which outlines the FTE allocation limits for the minimum required staffing positions.

Table 1.

Position Title	Minimum FTE/Staffing Ratio Limits
NHH	
a. Chief Medical Officer	1 FTE
b. Associate Medical Director	1 FTE
c. Staff Psychiatrists	Ratio of patients to Staff Psychiatrists and Psychiatric APRNs shall be 8:1. Deviations from this ratio shall require the approval of the CEO. Psychiatric APRN - 1 FTE; ratio of Psychiatric APRNs to Psychiatrists cannot exceed 4:1
d. Psychiatric Advanced Practice Registered Nurses (APRN)	

e. Chief Psychologist	1 FTE
f. Psychologist	1 FTE
g. Forensic Psychologist	1 FTE Ratio of patients to Forensic Psychologist not to exceed 24:1.
h. Administrative Staff	0.5 FTE
NHFH	
a. Forensic Psychiatrists	2 FTE
b. Forensic Psychologist	2 FTE Ratio of patients to Forensic Psychologists not to exceed 12:1
c. Forensic Behavioral Analyst	1 FTE
Glencliff Home	
a. Medical Director	0.4 FTE
HHRTF	
a. Chief Medical Officer	1 FTE
b. General Medical Director	.4 FTE
c. Administrative Staff	0.5 FTE
d. Staff Psychiatrists	Ratio of patients to Staff Psychiatrists and Psychiatric APRNs shall be 8:1. Deviations from this ratio shall require the approval of the CEO. Psychiatric APRN - 1.0 FTE; ratio of Psychiatric APRNs to Staff Psychiatrists cannot exceed 4:1
e. Psychiatric Advanced Practice Registered Nurses (APRN)	
f. Advanced Practice Registered Nurses (APRN)	1 FTE

2. Service Area #1 – Psychiatric Care

2.1. New Hampshire Hospital

2.1.1. Chief Medical Officer

2.1.1.1. The Contractor shall provide one (1) FTE psychiatrist to serve as the Chief Medical Officer.

2.1.1.2. The Contractor shall ensure the Chief Medical Officer is physically present at NHH and NHFH for a minimum of forty (40) hours per week and oversees all providers at NHH and NHFH referenced herein.

2.1.1.3. The Contractor shall ensure the Chief Medical Officer is responsible for the same duties and requirements outlined in this Section 2.2.1. for NHFH upon commencement of patient services at NHFH, including overseeing clinical staff at NHFH provided by the Contractor. The Contractor shall ensure the Chief Medical Officer:

2.1.1.3.1. Is a board certified psychiatrist licensed to practice medicine in the State of New Hampshire and has clinical privileges at NHH and NHFH.

2.1.1.3.2. Is a senior administrative psychiatrist with a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program; psychiatric hospital; governmental authority; or state or national medical/psychiatric society or organization involved in the delivery of public sector psychiatric services.

2.1.1.3.3. Has completed an Accreditation Council for Graduate Medical Education (ACGME) approved residency program with board certification in psychiatry by the American Board of Psychiatry and Neurology. (Additional subspecialty certification in forensic, geriatric or child/adolescent psychiatry may be substituted for two (2) years of administrative leadership. Completion of a graduate curriculum in medical administration is preferred).

2.1.1.4. The Contractor shall ensure the Chief Medical Officer participates, as needed, with Staff Psychiatrists in on-call and after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are available 24 hours per day, 7

days per week. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH.

2.1.1.5. In the event the Chief Medical Officer resigns, or is otherwise removed from providing services to the Department, the Contractor shall:

2.1.1.5.1. Furnish a psychiatrist within ten (10) business days, not including holidays, to serve full-time as interim Chief Medical Officer, until such time as the existing Chief Medical Officer either resumes full-time duty or is replaced by a new Chief Medical Officer.

2.1.1.5.2. Unless the CEO agrees to waive any requirement in writing, ensure the interim Chief Medical Officer meets all requirements for the Chief Medical Officer, as set forth herein.

2.1.1.5.3. Provide transition services to NHH and NHFH, at no additional cost to the Department, to avoid any interruption of services and administrative responsibilities.

2.1.1.6. Subject to (1) the statutory authority of the Department's Commissioner or designee, and (2) the authority of the CEO with respect to administrative/clinical matters, the Contractor shall ensure the Chief Medical Officer:

2.1.1.6.1. Develops and submits NHH and NHFH provider staffing needs, including a schedule of psychiatric and related clinical personnel, for Department approval prior to the commencement of each contract year, or as otherwise requested by the Department;

2.1.1.6.2. Coordinates with the CEO on all clinical activities in order to accomplish the day-to-day clinical operations of NHH in a manner consistent with RSA Chapter 135-C and the rules adopted pursuant thereto, all Department policies, and all standards of The Joint Commission (TJC) and Centers for Medicare and Medicaid Services (CMS);

2.1.1.6.3. Participates in the formulation, implementation, and supervision of all clinical programs for the

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diagnosis, assessment, treatment, care, and management of NHH and NHFH patients;

2.1.1.6.4. Supervises all documentation requirements for all Staff Psychiatrists and other clinical personnel employed by the Contractor and providing services at NHH and NHFH under this Agreement;

2.1.1.6.5. Ensures adequate coverage on weekends and holidays to maintain compliance with documentation requirements to justify medical necessity of stay, including, but not limited to, the need for daily progress notes on patients covered by Medicaid, Medicare or commercial insurance. (Should clinical care responsibilities impede a provider's ability to complete daily progress notes on weekends or holidays, the next progress note will be written within 72 hours);

2.1.1.6.6. Performs annual performance evaluations and discipline, as necessary, for all Staff Psychiatrists and other Contractor Personnel providing services at NHH and NHFH, including consulting with and seeking input from the CEO as to the Department's satisfaction with the services provided by the individual under review;

2.1.1.6.7. Performs an annual administrative review of all Contractor Personnel providing services at NHH and NHFH to ensure compliance with Department policy, including but not limited to: training; record keeping; matters of medical records; CPR and CMP training and/or retraining; TJC requirements; customer service responsibilities; HIPAA compliance; and attendance at mandated in-service training.

2.1.1.6.8. Ensures compliance with the requirements in Part 2.2.1.6.7, and takes whatever disciplinary action necessary in instances of non-compliance with Department policy, or Medical Staff Organization bylaws;

2.1.1.6.9. Complies with all applicable performance standards in this Agreement pertaining to Staff Psychiatrists;

2.1.1.6.10. Provides consultation to the Department relative to the development of the State of New Hampshire's mental health service system;

2.1.1.6.11. Supports Department's customer service culture by adhering to and ensuring that Staff Psychiatrists under their direction, adhere to the established Customer Service Guidelines for Physicians;

2.1.1.6.12. Reports any issues known to them to the CEO regarding all admissions, patient care or any other situations that may pose a significant risk to patients or the community or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by NHH and NHFH;

2.1.1.6.13. Participates as a member of NHH's Executive Team;

2.1.1.6.14. Participates in the recruitment of other clinical Department personnel, upon the request of the CEO;

2.1.1.6.15. Establishes, subject to approval from the CEO, an employment schedule for all clinical personnel employed by the Contractor to provide services at NHH and NHFH;

2.1.1.6.16. Assists the NHH Executive Team with enhancing clinical practices and care across the organization; and

2.1.1.6.17. Provides clinical coverage for other clinical staff, as necessary, due to absences or vacated positions.

2.1.1.7. The Contractor shall ensure the Chief Medical Officer oversees clinical staff in Service Area # 1 and Service Area # 2.

2.1.2. **Associate Medical Director**

2.1.2.1. The Contractor shall provide 1.0 FTE Associate Medical Director, which may consist of multiple individuals who fulfill the 1.0 FTE requirement, as approved by the CEO.

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2.1.2.2. The Contractor shall ensure an Associate Medical Director is physically present at NHH and NHFH for no less than forty (40) hours per week.

2.1.2.3. The Contractor shall ensure the Associate Medical Director performs the duties and requirements outlined in this Section 2.2.2.3 for NHFH upon commencement of patient services at NHFH. The Contractor shall ensure the Associate Medical Director:

2.1.2.3.1. Is a Board Certified Psychiatrist licensed to practice medicine in New Hampshire.

2.1.2.3.2. At all times, maintains both a license to practice medicine in the State of New Hampshire and clinical privileges at NHH and NHFH.

2.1.2.3.3. Is a senior administrative psychiatrist having a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program, psychiatric hospital, governmental authority, or state or national medical/psychiatric society or organization involved in the delivery of public sector psychiatric services. (Additional subspecialty certification in forensic, addiction, geriatric or child/adolescent psychiatry may be substituted for two (2) years of administrative leadership. Completion of a graduate curriculum in medical administration is preferred.

2.1.2.3.4. Completes an ACGME-approved residency program with board certification in Psychiatry by the American Board of Psychiatry and Neurology.

2.1.2.4. The Contractor shall ensure the Associate Medical Director possesses or develops the skills necessary to serve in the capacity of the Chief Medical Officer, on a temporary or permanent basis, in the event that the Chief Medical Officer position is vacated.

2.1.2.5. The Contractor shall ensure the Associate Medical Director participates as needed with Staff Psychiatrists in on-call and after-hours coverage above the 40-hour week to ensure Psychiatrist-On-Call services are provided 24 hours per day, 7 days per week. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor

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Personnel providing call coverage services to NHH and NHFH.

2.1.2.6. In the event the Associate Medical Director resigns, or is otherwise removed from providing services to the Department, the Contractor shall:

2.1.2.6.1. Furnish, a psychiatrist or other qualified provider, as determined by the CEO, within ten (10) business days, not including holidays, to serve full-time as interim Associate Medical Director, until the existing Associate Medical Director either resumes duty full-time or is replaced by a new Associate Medical Director.

2.1.2.6.2. Ensure the interim Associate Medical Director meets all of the requirements for the Associate Medical Director as set forth herein.

2.1.2.6.3. Provide transition services to Department, at no additional cost, to avoid any interruption of services and administrative responsibilities.

2.1.2.7. Subject to (1) the statutory authority of the Department's Commissioner or designee, and (2) the authority of the CEO with respect to administrative and/or clinical matters, the Contractor shall ensure the Associate Medical Director:

2.1.2.7.1. Coordinates all clinical activities with the Chief Medical Officer and the CEO in order to accomplish the day-to-day clinical operation of NHH in a manner consistent with NH Revised Statutes Annotated (RSA) 135-C and the rules adopted pursuant thereto, all NHH policies, and all standards of The Joint Commission (TJC) and Centers for Medicare and Medicaid Services (CMS);

2.1.2.7.2. Establishes staffing needs, including but not limited, to psychiatric and related clinical personnel, on a periodic basis, with the Chief Medical Officer and CEO;

2.1.2.7.3. Serves in the capacity of the Chief Medical Officer in the event of the Chief Medical Officer's absence;

2.1.2.7.4. Participates with the Chief Medical Officer in the formulation, implementation, and supervision of

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all clinical programs for the diagnosis, assessment, treatment, care, and management of patients;

2.1.2.7.5. Supervises all documentation requirements of all Staff Psychiatrists and other Contractor Personnel providing services at NHH and NHFH;

2.1.2.7.6. Participates with the Chief Medical Officer to conduct annual performance evaluations and disciplinary actions, as necessary, for all Staff Psychiatrists and other Contractor Personnel providing services at NHH and NHFH, including assisting the Chief Medical Officer;

2.1.2.7.7. Works with the Chief Medical Officer to perform an annual administrative review of all Contractor Personnel to ensure compliance with Department policies, including but not limited to: training; record keeping; matters of medical records; CPR and CMP training and/or retraining; TJC requirements; customer service responsibilities; information security, privacy, and HIPAA compliance; and attendance at mandated in-service training;

2.1.2.7.8. Complies with all applicable performance standards pertaining to Staff Psychiatrists;

2.1.2.7.9. Provides consultation to the Department relative to the development of the State of New Hampshire's mental health service system;

2.1.2.7.10. Promotes a customer service culture by adhering to and ensuring that Staff Psychiatrists adhere to the established customer service guidelines for physicians;

2.1.2.7.11. Reports any known issues to the Chief Medical Officer and CEO regarding admissions, patient care or any other situation that may pose a significant risk to patients or the community or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by the Department;

2.1.2.7.12. Participates with the Chief Medical Officer and the CEO in the development of clinical budgets;

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2.1.2.7.13. Participates in the recruitment of other clinical personnel, upon the request of the CEO;

2.1.2.7.14. Assists in establishing, subject to approval by the Chief Medical Officer and CEO, an employment schedule for all Contractor Personnel provided under this Agreement;

2.1.2.7.15. Assists the Chief Medical Officer and the CEO with the clinical supervision and education of all other clinical staff; and

2.1.2.7.16. Provides clinical coverage for other clinical staff as necessary due to absences or vacated positions.

2.1.3. Staff Psychiatrists and Psychiatric Advanced Practice Registered Nurses (APRN)

2.1.3.1. The Contractor shall ensure the ratio of patients to Staff Psychiatrists and Psychiatric APRNs is not less than 8:1, unless otherwise approved by the CEO for a specific period of time.

2.1.3.2. The Contractor shall ensure the ratio of Psychiatric APRNs to Staff Psychiatrists does not exceed 4:1.

2.1.4. Staff Psychiatrists

2.1.4.1. The Contractor shall ensure Staff Psychiatrists are physically present at NHH and NHFH a minimum of forty (40) hours per week. The Contractor shall ensure Staff Psychiatrists:

2.1.4.1.1. Have appropriate experience in the specialty in which they are board certified or eligible for certification.

2.1.4.1.2. Have completed an ACGME-approved residency program in psychiatry.

2.1.4.1.3. Formulate and implement treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, care and management of patients;

2.1.4.1.4. Maintain and direct a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with the Department norms;

2.1.4.1.5. Determine the appropriateness of admissions, transfers and discharges consistent with RSA 135-C;

2.1.4.1.6. Provide, in coordination with the Chief Medical Officer, the Associate Medical Director, and other staff physicians, on-call after-hours coverage and serve as on-site, after-hours coverage, on a 24-hour a day, 7-day a week, year round basis when necessary as determined by the CEO, Chief Medical Officer, and/or Associate Medical Director. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH;

2.1.4.1.7. Participate in the Medical Staff Organization and other administrative committees, assigned committees and task forces;

2.1.4.1.8. Complete medical and/or psychiatric consultation on patients from facilities other than NHH, consistent with current Department policy;

2.1.4.1.9. Complete, in a timely manner, all necessary documentation, as required by TJC and CMS standards;

2.1.4.1.10. Complete Occurrence Reports in compliance with Department policy;

2.1.4.1.11. Complete all medical record documentation, including ongoing and timely documentation of clinical care regarding medical necessity, including daily progress notes to document and support medical necessity, within timeframes as specified by the NHH's Record Documentation policy and procedure and other relevant policies and procedures.

2.1.4.1.12. Adhere to all Department policies, including, but not limited to policies on Medical Records Documentation and Progress Notes;

2.1.4.1.13. Ensure that documentation is consistent with normative data collected by the Compliance Officer and Utilization Review Manager;

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2.1.4.1.14. Provide other services as required, which are consistent with the mission of the Department;

2.1.4.1.15. Appear and testify in all court and administrative hearings, as required by the Department;

2.1.4.1.16. Develop and maintain positive relationships with Department staff, patients, families, advocates, community providers and other interest groups vital to the functioning the Department's system of care, including for the purpose of transition planning by adhering to Department standards; and

2.1.4.1.17. Participate in the utilization review processes, including appeals and other processes, as required by the Chief Medical Officer, Associate Medical Director, and/or the CEO.

2.1.4.2. The Contractor shall ensure a minimum of one (1) FTE Staff Psychiatrist is dedicated to provide services to the NHH inpatient stabilization unit (ISU).

2.1.4.3. The Contractor shall ensure a minimum of (1) FTE Staff Psychiatrist certified in forensics is dedicated to provide services to the NHH forensic unit, which does not exceed a 24:1 patient-to-provider ratio.

2.1.4.4. The Contractor shall ensure a minimum of (1) FTE Staff Psychiatrist is certified in addiction; be a physician who is certified in general psychiatry; and has significant clinical experience in addiction medicine. (A fellowship training and/or board certification in addiction medicine or addiction psychiatry is highly preferred.)

2.1.4.5. The Contractor shall ensure a minimum of (1) FTE Staff Psychiatrist is a Geropsychiatrist who has:

2.1.4.5.1. Completed an ACGME-approved residency program in psychiatry, and is board certified by the American Board of Psychiatry and Neurology in Psychiatry; and

2.1.4.5.2. Completed a one-year geropsychiatry fellowship and is specialty certified by the American Board of Psychiatry and Neurology in geriatric psychiatry. (Two (2) years of additional clinical experience in geriatric psychiatry may be substituted the one-year fellowship.)

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2.1.4.6. The Contractor shall ensure Staff Psychiatrists provide services on a full-time basis as defined in Paragraph 1.4.3 above and limit their practice to treating NHH patients only, except for night and weekend staff, who may be working part-time or per-diem.

2.1.4.7. Notwithstanding the above, the Department and Contractor agree that (i) Staff Psychiatrists may perform occasional outside practice duties, with the advance written approval of the CEO and Chief Medical Officer, but only if said duties do not, in the sole judgment of the CEO, interfere with the psychiatrists' duties at the Department; and (ii) Contractor Personnel may be permitted, subject to prior notice and the approval of both the Chief Medical Officer and CEO, to perform educational or research activities so long as those activities further the mission and goals of the Department. Staff Psychiatrists and Contractor Personnel approved for such activities shall provide monthly documentation and summary progress reports to the Chief Medical Officer and the CEO that specifies time spent devoted to educational or research activities.

2.1.4.8. The Contractor shall ensure Staff Psychiatrists participate in on-call, after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are provided 24 hours per day, 7 days per week. For this reason, the Contractor provides reports summarizing full-time equivalent staffing for each invoicing period. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH.

2.1.4.9. The Contractor agrees Staff Psychiatrists may also be required to participate in on-call, after-hours coverage as needed for NHFH upon commencement of patient services at NHFH.

2.1.5. **Psychiatric Advanced Practice Registered Nurses (APRN)**

2.1.5.1. The Contractor shall ensure Psychiatric APRNs possess an APRN degree and have board certification as Psychiatric-Mental Health Nurse Practitioner-Board.

2.1.5.2. The Contractor shall ensure Psychiatric APRNs provide clinical services in extended care and admissions areas with patients with severe mental illness and medical co-morbidities in accordance with the scope of practice described in RSA 326-B:11. The Contractor shall ensure Psychiatric APRNs:

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2.1.5.2.1. Perform advanced assessments.

2.1.5.2.2. Diagnose, prescribe, administer and develop treatment regimens.

2.1.5.2.3. Provide consultation as appropriate.

2.1.5.2.4. Independently prescribe, dispense, and distribute psychopharmacologic drugs within the formulary and act as treatment team leaders in accordance with State New Hampshire law and medical staff by-laws.

2.1.5.2.5. Provide documentation in accordance with Department policy and the allowable scope of practice for APRNs.

2.1.6. **Chief Psychologist**

2.1.6.1. The Contractor shall provide one (1) FTE Chief Psychologist at NHH who is a clinical psychologist (PhD or Psy.D.). The Contractor shall ensure the Chief Psychologist:

2.1.6.1.1. Administers and analyzes psychological test batteries and clinical assessment interviews with acute psychiatric in-patients in a timely fashion, including: cognitive assessment; personality and psychiatric diagnoses; and treatment and discharge planning.

2.1.6.1.2. Provides expert clinical consultation to psychiatrists, neurologists, treatment team, guardians, and aftercare agencies, as well as at judicial hearings.

2.1.6.1.3. Works closely with psychiatric providers and other team members, as needed, to promote high quality patient care.

2.1.6.1.4. Determines and provides psychological treatment including but not limited to: crisis intervention; individual, behavioral and group therapy; cognitive training to acute psychiatric in-patients with severe impairment; and family counseling when indicated.

2.1.6.1.5. Consults with nursing and other staff about management of difficult patients.

2.1.6.1.6. Participates in and suggests Psychology quality assurance audits and clinical program evaluation efforts.

2.1.6.1.7. Collaborates with state-employed Psychologists, and their respective leadership, to develop consistent, evidence-based clinical practices throughout the organization.

2.1.7. **Psychologist**

2.1.7.1. The Contractor shall provide one (1) FTE Psychologist at NHH. The Contractor shall ensure the Psychologist who is a clinical psychologist (PhD or Psy.D.). The Contractor shall ensure the Psychologist:

2.1.7.1.1. Administers and analyzes psychological test batteries and clinical assessment interviews, including, but not limited to: cognitive assessments, personality and psychiatric diagnoses, and treatment and discharge planning.

2.1.7.1.2. Determines and provides psychological treatment.

2.1.7.1.3. Completes progress notes and other documentation.

2.1.8. **Forensic Psychologist**

2.1.8.1. The Contractor shall provide a minimum of one (1) FTE Forensic Psychologist at NHH to assist with serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients whom require inpatient psychiatric treatment. The Contractor shall ensure the Forensic Psychologist:

2.1.8.1.1. Is a clinical psychologist (PhD, Psy.D., or EdD with forensic experience);

2.1.8.1.2. Has significant clinical experience in forensic psychology; and

2.1.8.1.3. Has a certification in forensic psychology (preferred).

2.1.8.2. The Contractor shall ensure the patient-to-provider ratio for the Forensic Psychologist does not exceed 24:1 at NHH.

2.1.9. **Administrative Staff**

2.1.9.1. The Contractor shall provide a minimum of one half (.50) FTE Administrative Staff to provide administrative support at NHH to clinical staff. The Contractor shall ensure the Administrative Staff:

2.1.9.1.1. Screen and assess relative priorities of correspondence, inquiries, and projects.

2.1.9.1.2. Organize systems of distribution and review of these items to ensure efficient communication.

2.1.9.1.3. Answer administrative questions on behalf of the Department in a professional manner in coordination with the Director of Psychiatry Administration and Chief Medical Officer.

2.1.9.1.4. Respond to routine correspondence in a timely manner.

2.1.9.1.5. Compose drafts of selected correspondence, special studies, and/or finishes documents.

2.1.9.1.6. Develop and maintain a filing system for all files related to the contract between the Department and the Contractor.

2.1.9.1.7. Conduct special studies of an administrative nature.

2.1.9.1.8. Serve as resource person who is able to direct persons and inquiries, provide information, and recognize and assess developing situations of significance to the overall functioning of the Contractor within NHH and NHFH.

2.1.9.1.9. Monitor budget accounts, attendance and schedules of providers related to the contract with NHH.

2.1.9.1.10. Schedule weekend and holiday provider coverage at NHH and NHFH in coordination with the Associate Medical Directors

2.1.9.1.11. Provide reports and other data to ensure proper contract billing.

2.1.9.1.12. Manage and complete multiple priorities by established deadlines.

2.1.9.1.13. Support medical provider teams with communication, data extraction and other administrative tasks.

2.1.9.1.14. Support QI/QA/Key Performance Indicator monitoring and reporting in conjunction with the Associate Medical Director.

2.1.9.1.15. Support all contracted providers with administrative tasks required by the Contractor, including but not limited to expense tracking, time attestations, and compliance monitoring.

2.1.9.1.16. Perform other duties as required or assigned.

2.2. **New Hampshire Forensic Hospital**

2.2.1. **Forensic Psychiatrists**

2.2.1.1. The Contractor shall provide a minimum of two (2) FTE Forensic Psychiatrists to provide services at NHFH upon completion of the NHFH. The Contractor shall ensure all Forensic Psychiatrists:

2.2.1.1.1. Have appropriate experience in the specialty in which they are boarded or board eligible; and

2.2.1.1.2. Have completed an ACGME-approved residency program in psychiatry.

2.2.1.1.3. Formulate and implement treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, care and management of patients;

2.2.1.1.4. Maintain and direct a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with Department norms;

2.2.1.1.5. Determine the appropriateness of admissions, transfers and discharges, consistent with RSA 135-C;

2.2.1.1.6. Participate in the Medical Staff Organization and other administrative committees at NHH and/or NHFH, assigned committees and task forces;

2.2.1.1.7. Complete medical and/or psychiatric consultation on patients from facilities other than NHFH, consistent with Department policy;

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2.2.1.1.8. Complete all necessary documentation, as required, by TJC and CMS standards;

2.2.1.1.9. Complete Occurrence Reports in compliance with Department policy;

2.2.1.1.10. Complete all medical record documentation, including ongoing and timely documentation of clinical care regarding medical necessity, including daily progress notes to document and support medical necessity, within timeframes as specified by the Department's Medical Record Documentation policy and procedure and other relevant policies and procedures.

2.2.1.1.11. Ensure documentation is consistent with normative data collected by the Compliance Officer and Utilization Review Manager;

2.2.1.1.12. Provide other services as required, which are consistent with the mission of NHH and NHFH, and the intent of this Agreement;

2.2.1.1.13. Appear and testify in all court and administrative hearings as required by the Department;

2.2.1.1.14. Develop and maintain positive relationships with Department staff, patients, families, advocates, community providers and other interest groups vital to the functioning of the Department's system of care, including for the purpose of transition planning. In accomplishing this requirement, the Contractor shall ensure psychiatrists adhere to Department standards;

2.2.1.1.15. Participate in utilization review processes, including appeals and other processes, as required by the Chief Medical Officer, Associate Medical Director, and/or CEO; and

2.2.1.1.16. Participate in on-call afterhours coverage and serve as on-site, after-hours coverage, on a 24-hour a day, 7-day a week, year round basis when necessary as determined by the CEO, Chief Medical Officer, and/or Associate Medical Director. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH.

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2.2.1.2. The Contractor agrees Forensic Psychiatrists may also be required to participate in on-call, after-hours coverage for NHH, as needed.

2.2.1.3. The Contractor shall ensure all Forensic Psychiatrists provide services on a full-time basis as defined in Paragraph 1.4.3 above and limit their practice to treating Department patients only.

2.2.1.4. Notwithstanding the above, the Contractor agrees Forensic Psychiatrists may perform occasional outside practice duties, with the advance written approval of the CEO and Chief Medical Officer, but only if said duties do not, in the sole judgment of the CEO, interfere with the psychiatrists' duties at the Department.

2.2.1.5. The Contractor shall ensure Forensic Psychiatrists participate in on-call, after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are provided 24 hours per day, 7 days per week. For this reason, the Contractor shall provide reports summarizing full-time equivalent staffing for each invoicing period.

2.2.2. **Forensic Psychologists.**

2.2.2.1. The Contractor shall provide a minimum of two (2) FTE Forensic Psychologists at NHH to assist with serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients who require inpatient psychiatric treatment. The Contractor shall ensure Forensic Psychologists:

2.2.2.1.1. Are clinical psychologists (PhD or Psy.D.);

2.2.2.1.2. Have significant clinical experience in forensic psychology; and

2.2.2.1.3. Have certification in forensic psychology (preferred).

2.2.2.2. The Contractor shall ensure one (1) Forensic Psychologist provides services beginning in State Fiscal Year 2022 that include, but are not limited to:

2.2.2.2.1. Assisting with the design and operational planning for NHFH;

2.2.2.2.2. Developing workflows and policies for NHFH;

2.2.2.2.3. Assisting in ensuring regulatory readiness for NHFH;

2.2.2.2.4. Supporting TJC accreditation process for NHFH; and

2.2.2.2.5. Serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients whom require inpatient psychiatric treatment, upon commencement of services at NHFH.

2.2.2.3. The Contractor shall ensure the (2) Forensic Psychologists provide full-time clinical services to patients of NHFH upon the opening of the facility.

2.2.2.4. The Contractor shall ensure the patient-to-provider ratio for the Forensic Psychologists does not exceed 12:1 at NHFH.

2.2.3. **Behavioral Analyst**

2.2.3.1. The Contractor shall provide a minimum of one (1) FTE Board Certified Behavioral Analyst who provides services to the Department upon completion of NHFH. The Contractor shall ensure the Behavioral Analyst:

2.2.3.1.1. Coordinates and provides services in applied behavioral analysis, function analyses and assessment, behavior acquisition and reduction procedures, and adaptive life skills;

2.2.3.1.2. Provides ongoing support to clinical staff as it relates to the implementation and documentation associated with behavior plans;

2.2.3.1.3. Assists in the development and implementation of assessment tools, conducts functional assessments and analyses when appropriate, and develops appropriate behavior strategies to teach appropriate behavior and reduce maladaptive behaviors;

2.2.3.1.4. Provides ongoing support and training to direct care professionals, clinical staff and other individuals, including, but not limited to, patients' guardians, as needed;

2.3. **Glencliff Home**

2.3.1. **Medical Director**

2.3.1.1. The Contractor shall provide one (1) part-time Geropsychiatrist to serve as the Medical Director for two (2)

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days per week (sixteen (16) hours per week) at Glencliff Home. The Contractor shall ensure the Medical Director:

2.3.1.1.1. Coordinates all medical care and direct psychiatric services, treatment and associated follow-up to all residents of Glencliff Home;

2.3.1.1.2. Completes and appropriately documents care for all individuals requiring care, as identified by Glencliff Home clinical and nursing staff;

2.3.1.1.3. Provides administrative functions, including but not limited to policy review and establishment that reflect current standards of practice; oversight of physicians; attendance at mandatory committee meetings, including but not limited to quality assurance and performance improvement (QAPI), infection control, and admissions; regularly review the use of psychotropic medications for compliance with the Omnibus Budget Reconciliation Act (OBRA) regulations; and the provision of other assistance in meeting standards for annual State inspections and Federal regulations;

2.3.1.1.4. Prepares for, travels as necessary, and delivers expert testimony in probate court, as needed, on matters that may include, but are not limited to guardianship cases, electroconvulsive therapy, and do not resuscitate orders;

2.3.1.1.5. Provides written patient evaluations on each patient as frequently as required by the Department but in no case less than once per calendar year; and

2.3.1.1.6. Serves as liaison with other organizations, including, but not limited to NHH, when a Glencliff Home resident is receiving services at another healthcare institution.

2.3.1.2. The Contractor shall ensure routine or emergency telephone consultation is provided by the Medical Director or an equally qualified physician at no additional cost, twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, to Glencliff Home.

2.4. Additional Requirements for NHH and NHFH only - Service Area #1 -

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2.4.1. The Contractor shall ensure inter-disciplinary case reviews are completed on 100% of patients who are clinically stable for greater than fifteen (15) days and still admitted to NHH and NHFH.

2.4.2. The Contractor shall ensure that staffing is maintained at a level that ensures no impact on the number of NHH and NHFH beds available and that NHH and NHFH units do not stop admissions due to the lack of coverage for staff provided by the Contractor.

2.4.3. The Contractor shall ensure that on-call after-hours coverage is provided by no less than one (1) full-time Psychiatrist. Additional personnel who provide coverage may be either a Psychiatrist or a Psychiatric APRN.

2.4.4. The Contractor shall ensure on-call after-hours coverage is assigned in one-week increments in rotation among the full-time NHH and NHFH psychiatric staff.

2.4.5. The Contractor shall ensure the on-site after-hours coverage on weekdays, weekends and holidays is provided by a Psychiatrist or Psychiatric Advanced Practice Registered Nurse (APRN). The Contractor shall ensure staff are certified or eligible for certification by the American Board of Psychiatry and Neurology, or, is in training in an accredited psychiatry residency program with at least three years of training experience, or is credentialed as a Psychiatric APRN through the American Nurse Credentialing Center or equivalent credentialing body.

2.4.6. The Contractor shall maintain a pool of Psychiatrists or Psychiatric APRNs, or a combination thereof, who are credentialed with NHH and NHFH for the after-hours work, and the after-hours staff are assigned to in-house after-hours coverage by the Chief Medical Officer or Associate Medical Officer with a six (6) month rolling calendar. The Contractor shall ensure the pool is of sufficient size and appropriate qualifications to ensure the ability to meet the staffing level requirements and performance standards specified herein.

2.4.7. At the request of the CEO, staff provided by the Contractor shall provide tele-psychiatry or offsite consultation. The Contractor shall ensure staff who conduct tele-psychiatry have professional malpractice insurance in effect, in an amount satisfactory to the Department, and meet all credentialing and provider enrollment guidelines pertinent to providing tele-health services.

2.5. **Performance Standards and Outcomes for NHH and NHFH only – Service Area #1**

2.5.1. The Contractor's performance standards and outcomes shall be monitored to ensure:

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2.5.1.1. Within forty-five (45) days of the assignment of the Chief Medical Officer, and annually thereafter, the Contractor and CEO, in consultation with the Chief Medical Officer, shall develop a list of performance metrics, which shall be updated on an annual basis at a minimum, based upon the deliverables, functions and responsibilities of the Chief Medical Officer, subject to approval by the CEO, which shall be reviewed for approval on a quarterly basis.

2.5.1.2. Services provided by the Chief Medical Officer are satisfactory to the Department. The Contractor shall, no less than annually and more frequently if required by the Department, provide an evaluation tool to solicit input from the CEO regarding the Chief Medical Officer's provision of services.

2.5.1.3. A corrective action plan is developed to address any material concerns, as defined by the CEO, in the evaluation tool, and provide a copy of the plan to the CEO for review and approval.

2.5.1.4. The Contractor shall maintain staffing levels at all times to mitigate any impact on the number of beds available and interrupted admissions due to the lack of staffing coverage.

2.6. **Key Performance Indicators for NHH and NHFH only - Service Area #1**

2.6.1. The Contractor shall ensure providers at NHH and NHFH comply with the following Key Performance Indicators:

2.6.1.1. Psychiatric Progress Notes

2.6.1.1.1. Completed daily on patients who are certified as acute inpatient level of care.

2.6.1.1.2. Completed within 24 hours of seeing a patient.

2.6.1.1.3. Completed not less than five (5) times per week or unless otherwise specified by the CEO, their designee or the Department, on patients who are no longer acute level of care.

2.6.1.1.4. Content as it pertains to:

2.6.1.1.4.1. CMS local coverage determinations for NHH and NHFH; and

2.6.1.1.4.2. NHH and NHFH facility's policies and procedures.

2.6.1.2. Patient Length of Stay

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2.6.1.2.1. Evaluation through data collection and case review of active treatment during patient stay.

2.6.1.3. CMS Certification Guidelines.

2.6.1.3.1. Certifications and/or re-certification conducted in accordance to required CMS and NHH and NHFH timeframes.

2.6.1.3.2. Assigned certification status is clearly supported in psychiatric progress notes.

2.6.1.4. Standardized Process

2.6.1.4.1. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.

2.6.1.4.2. Individual metrics are developed based on the target outcomes of the standardized work.

2.6.1.5. Treatment Plans

2.6.1.5.1. Provider specific portions of treatment plans are completed within 24 hours of admission.

2.6.1.5.2. Performance measured by periodic audits which are provided to the Chief Medical Officer and CEO.

2.6.1.5.3. Content as it pertains to:

2.6.1.5.3.1. CMS local coverage determinations for NHH and their associates policies; and

2.6.1.5.3.2. NHH and NHFH policies and procedures.

2.6.1.6. Annual Reviews

2.6.1.6.1. The Chief Medical Officer or designee must conduct and document annual reviews on all Contractor Personnel providing services under this Agreement. The Contractor shall ensure performance evaluations are in compliance with professional standards for evaluations per CMS and TJC guidelines.

2.7. Quality Assurance and Monitoring Plan for NHH and NHFH only - Service Area #1

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2.7.1. The Contractor shall submit a Quality Assurance and Monitoring Plan, subject to approval, and subsequent modification as required by the Department. The Contractor shall ensure the Quality Assurance and Monitoring Plan addresses at a minimum:

2.7.1.1. Ensuring adequate staffing to operate NHH and NHFH beds at full utilization;

2.7.1.2. Ensuring Contractor's staff receive necessary supervision and training to perform the assigned tasks;

2.7.1.3. Ensuring patients receive care consistent with evidence-based care; and

2.7.1.4. Creating and implementing the highest standard practices to protect the safety of patients, staff, and visitors.

2.7.2. The Contractor shall ensure the Chief Medical Officer monitors progress toward the stated goals in the Quality Assurance and Monitoring Plan and provides reports to the CEO and Contractor on a quarterly basis.

2.7.3. The Contractor shall ensure the Chief Medical Officer meets with the CEO and Contractor at minimum on a quarterly basis to review progress toward Quality Assurance and Monitoring Plan goals, as well as Key Performance Indicators specified in Subsection 2.7. above.

2.7.4. The Contractor shall oversee the performance of the Chief Medical Officer toward these Quality Assurance and Monitoring goals.

2.7.5. The Contractor shall review and revise the Quality Assurance and Monitoring Plan, in consultation with the CEO on an annual basis, or as otherwise requested by the Department.

3. Service Area #2 Non-Emergent Medical Services

3.1. New Hampshire Hospital and New Hampshire Hospital Forensic Hospital

3.1.1. General Medical Director

3.1.1.1. The Contractor shall provide one (1) FTE physician to serve as the General Medical Director at NHH and at NHFH upon commencement of patient services at NHFH.

3.1.1.2. The Contractor shall ensure the General Medical Director is physically present at NHH and/or NHFH a minimum of forty (40) hours per week and oversees all clinical staff in Service Area #2 referenced herein. The Contractor shall ensure the General Medical Director:

3.1.1.2.1. Is a primary care or internal medicine physician who has completed residency with at least three

(3) years of experience in supervising primary care clinicians. (A board certification in a primary care field is preferred.)

3.1.1.2.2. Provides consultation for infection prevention and infection control practices and protocols;

3.1.1.2.3. Assumes a leadership role in maintaining and improving medical standards of care for patients;

3.1.1.2.4. Partners with state-employed medical providers to provide evidence-based medical care to patients of NHH and NHFH; and

3.1.1.2.5. Educates staff in the appropriate application of evidence based practices and protocols for medical care.

3.1.2. **General Internist/Hospitalist**

3.1.2.1. The Contractor shall provide one (1) FTE General Internist/Hospitalist. The Contractor shall ensure the General Internist/Hospitalist:

3.1.2.1.1. Is a primary care or internal medicine physician who has completed residency with at least three (3) years of experience. (A board certification in a primary care field is preferred.)

3.1.2.1.2. Provides general medical care to patients at NHH and NHFH.

3.1.2.1.3. Consults with specialists statewide to improve medical comorbidities for patients at NHH and NHFH.

3.1.2.1.4. Coordinates care with local community hospitals to ensure patients receive hospital-level medical care, if needed, outside of NHH and NHFH.

3.1.2.1.5. Assists and participates in various hospital-wide initiatives, including, but not limited to, vaccination clinics, medical testing events, and other functions that may result from a pandemic, or other public health related event.

3.1.3. **Advanced Practice Registered Nurse (APRN)**

3.1.3.1. The Contractor shall provide two (2) FTE APRNs to complete primary, acute, and specialty healthcare services. The Contractor shall ensure the APRNs:

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3.1.3.1.1. Complete a board certification competency-based examination, with credentials that remain valid for five (5) years, and completes specific continuing education requirements to renew specialty certifications as needed.

3.1.3.1.2. Treat patients with diagnosed disorders along with medical comorbidities that require attention during their admission.

3.1.3.1.3. Consult with specialists statewide to improve medical comorbidities for patients at NHH and NHFH.

3.1.3.1.4. Coordinate care with local community hospitals, to ensure patients receive hospital-level medical care, if needed, outside of NHH and NHFH.

3.1.3.1.5. Assist and participate in various hospital-wide initiatives, such as vaccination clinics, medical testing events, and other functions that may result from a pandemic, or other public health related event.

3.1.4. Administrative Staff

3.1.4.1. The Contractor shall provide a minimum of one half (.50) FTE Administrative Staff to provide administrative support at NHH to clinical staff. The Contractor shall ensure the Administrative Staff:

3.1.4.1.1. Screen and assess relative priorities of correspondence, inquiries, and projects.

3.1.4.1.2. Organize systems of distribution and review of these items to ensure efficient communication.

3.1.4.1.3. Answer administrative questions on behalf of the Department in a professional manner in coordination with the Director of Psychiatry Administration and Chief Medical Officer.

3.1.4.1.4. Respond to routine correspondence in a timely manner.

3.1.4.1.5. Compose drafts of selected correspondence, special studies, and/or finishes documents.

3.1.4.1.6. Develop and maintain a filing system for all files related to the contract between the State and the Contractor.

3.1.4.1.7. Conduct special studies of an administrative nature.

3.1.4.1.8. Serve as resource person who is able to direct persons and inquiries, provide information, and recognize and assess developing situations of significance to the overall functioning of Contractor within NHH and NHFH.

3.1.4.1.9. Monitor budget accounts, attendance and schedules of providers related to the contract with the Department.

3.1.4.1.10. Schedule weekend and holiday provider coverage at NHH and/or NHFH in coordination with the Associate Medical Directors

3.1.4.1.11. Provide reports and other data to ensure proper contract billing.

3.1.4.1.12. Manage and complete multiple priorities by established deadlines.

3.1.4.1.13. Support medical provider teams with communication, data extraction and other administrative tasks.

3.1.4.1.14. Support QI/QA/Key Performance Indicator monitoring and reporting in conjunction with the Associate Medical Director.

3.1.4.1.15. Support all contracted providers with administrative tasks required by the Contractor, including but not limited to expense tracking, time attestations, and compliance monitoring.

3.1.4.1.16. Perform other duties as required or assigned.

3.2. Additional Requirements - Service Area #2

3.2.1. For all non-urgent medical consult requests, Contractor Personnel shall review and issue either an approval or an alternative treatment recommendation within the next business day (non-holiday or weekend) of a non-urgent consult request being made.

3.2.2. The Contractor shall act upon all urgent and/or emergent medical consult requests within one (1) hour of a consult request being made.

3.2.3. The Contractor shall complete a history and physical (H&P) for all patients within 24 hours of admission, and every 30 days thereafter,

for patients with a length of stay (LOS) greater than 30 days at NHH and NHFH.

3.2.4. The Contractor shall ensure provider staff provide on-call, after-hours coverage above the 40-hour week to ensure on-call physician services are available 24 hours per day, 7 days per week. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH.

3.3. **Performance Standards and Outcomes - Service Area #2**

3.3.1. The Contractor shall maintain staffing levels at all times to mitigate any impact on the number of beds available and interrupted admissions due to the lack of staffing coverage.

3.4. **Key Performance Indicators - Service Area #2**

3.4.1. The Contractor shall ensure providers comply with the following Key Performance Indicators:

3.4.1.1. Progress Notes

3.4.1.1.1. Completed within 24 hours of seeing a patient.

3.4.1.1.2. Content as it pertains to:

3.4.1.1.2.1. CMS local coverage determinations for NHH and their associates' policies; and

3.4.1.1.2.2. NHH and NHFH policies and procedures.

3.4.1.2. Standardized Process

3.4.1.2.1. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.

3.4.1.2.2. Individual metrics are developed based on the target outcomes of the standardized work.

3.4.1.3. Treatment Plans

3.4.1.3.1. Provider specific portions of treatment plans are completed within 24 hours of admission.

3.4.1.3.2. Performance measured by random monthly audits which are provided to the Utilization Management Committee.

3.4.1.3.3. Content as it pertains to:

3.4.1.3.3.1. CMS local coverage determinations for NHH and their associates' policies; and

3.4.1.3.3.2. Department policies and procedures.

3.4.1.4. Annual Reviews

3.4.1.4.1. Annual reviews are documented on all Contractor Personnel performing services under this Agreement. The Contractor shall ensure performance evaluations are in compliance with professional standards for evaluations per CMS and TJC guidelines.

3.4.2. Upon request by the Department, the Contractor shall identify additional performance metrics, develop performance goals, establish monitoring processes and engage in collaborative performance evaluation processes for Service Area #2.

3.5. **Quality Assurance and Monitoring Plan - Service Area #2**

3.5.1. The Contractor shall submit a Quality Assurance and Monitoring Plan, subject to approval, and subsequent modification as required by the Department. The Contractor shall ensure the Quality Assurance and Monitoring Plan addresses at a minimum:

3.5.1.1. Ensuring adequate staffing to operate NHH and NHFH beds at full utilization;

3.5.1.2. Ensuring the Contractor's staff receive necessary supervision and training to perform the assigned tasks;

3.5.1.3. Ensuring that patients receive care consistent with evidence-based care; and

3.5.1.4. Creating and implementing the highest standard practices to protect the safety of patients, staff, and visitors.

3.5.2. The Contractor shall ensure the General Medical Director monitors progress toward the stated goals in the Quality Assurance and Monitoring Plan and provides reports to the CEO and a representative of the Contractor on a quarterly basis.

3.5.3. The Contractor shall ensure the General Medical Director meets with the CEO and Contractor on a quarterly basis to review progress toward Quality Assurance and Monitoring Plan goals, as well as Key Performance Indicators specified in Subsection 3.4. above.

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3.5.4. The Contractor shall oversee the performance of the General Medical Director toward these Quality Assurance and Monitoring goals.

3.5.5. In consultant with the CEO, the Contractor shall review and revise the Quality Assurance and Monitoring Plan on an annual basis, or as otherwise requested by the Department.

4. **Service Area #3 – Hampstead Hospital and Residential Treatment Facility**

4.1. **Readiness period – Governor and Council Approval of Amendment #2 – June 30, 2024**

4.1.1. The Contractor shall, in collaboration with the current Contractor, develop a plan to transition for the below Section 4.2 Required Positions in a manner that ensures continuity of operations and patient care and minimizes disruptions to staff and patients within an agreed upon period with the Department.

4.1.2. The Contractor shall ensure staff are hired and able to provide the required services under this Agreement at HHRTF by July 1, 2024.

4.2. **Required positions:**

4.2.1. **Chief Medical Officer**

4.2.1.1. The Contractor shall provide at minimum one (1) FTE psychiatrist to serve as the Chief Medical Officer.

4.2.1.2. The Contractor shall ensure the Chief Medical Officer is physically present at HHRTF for a minimum of forty (40) hours per week and oversees all providers at HHRTF referenced herein.

4.2.1.3. The Contractor shall ensure the Chief Medical Officer is responsible for the same duties and requirements outlined in this Section for HHRTF upon the Contractor's commencement of patient services at HHRTF, including overseeing clinical staff at HHRTF provided by the Contractor. The Contractor shall ensure the Chief Medical Officer:

4.2.1.3.1. Is a board-certified psychiatrist licensed to practice medicine in the State of New Hampshire and has clinical privileges at HHRTF.

4.2.1.3.2. Is a senior administrative psychiatrist with a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program; psychiatric hospital; governmental authority; or state or national medical/psychiatric society or organization

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involved in the delivery of public sector psychiatric services.

4.2.1.3.3. Has completed an Accreditation Council for Graduate Medical Education (ACGME) approved residency program with board certification in psychiatry by the American Board of Psychiatry and Neurology. (Additional subspecialty certification in forensic, geriatric or child/adolescent psychiatry may be substituted for two (2) years of administrative leadership. Completion of a graduate curriculum in medical administration is preferred).

4.2.1.4. The Contractor shall ensure the Chief Medical Officer participates, as needed, with Staff Psychiatrists in on-call and after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are available 24 hours per day, 7 days per week. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to HHRTF.

4.2.1.5. In the event the Chief Medical Officer resigns, or is otherwise removed from providing services to the Department, the Contractor shall:

4.2.1.5.1. Unless the CEO agrees to waive any requirement in writing, ensure the interim Chief Medical Officer meets all requirements for the Chief Medical Officer, as set forth herein.

4.2.1.6. Subject to the direction of the CEO, the Contractor shall ensure the Chief Medical Officer:

4.2.1.6.1. Develops and submits HHRTF provider staffing needs, including a schedule of psychiatric and related clinical personnel, for Department approval prior to the commencement of each contract year, or as otherwise requested by the Department.

4.2.1.6.2. Advises with the CEO on all clinical activities in order to accomplish the day-to-day clinical operations of HHRTF in a manner consistent with RSA Chapter 135-C and the rules adopted pursuant thereto, all Department policies, and all standards of The Joint Commission (TJC) and

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Centers for Medicare and Medicaid Services (CMS).

4.2.1.6.3. Participates in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of HHRTF patients.

4.2.1.6.4. Supervises all documentation requirements for and the performance of services of all Staff Psychiatrists and other clinical personnel employed by the Contractor and providing services at HHRTF under this Agreement.

4.2.1.6.5. Ensures adequate coverage on weekends and holidays to maintain compliance with documentation requirements set forth in this contract and in accordance with all accreditation and legal requirements to justify medical necessity of stay, including, but not limited to, the need for daily progress notes on patients covered by Medicaid, Medicare or commercial insurance.

4.2.1.6.6. Performs annual performance evaluations and discipline, as necessary, for all Staff Psychiatrists and other Contractor Personnel providing services at HHRTF, including consulting with and seeking input from the CEO as to the Department's satisfaction with the services provided by the individual under review.

4.2.1.6.7. Performs an annual administrative review of all Contractor Personnel providing services at HHRTF to ensure compliance with this Agreement, including but not limited to: training; record keeping; matters of medical records; CPR and CMP training and/or retraining; TJC requirements; customer service responsibilities; HIPAA compliance; and attendance at mandated in-service training.

4.2.1.6.8. Ensures compliance with the requirements in Part 4.1.1.6.7, and takes whatever disciplinary action necessary in instances of non-compliance with Department policy or Medical Staff Organization bylaws.

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4.2.1.6.9. Complies with all applicable performance standards in this Agreement pertaining to Staff Psychiatrists.

4.2.1.6.10. Provides consultation to the Department relative to the development of the State of New Hampshire's mental health service system.

4.2.1.6.11. Ensuring the Staff Psychiatrists under their direction support the Department's customer service culture.

4.2.1.6.12. Reports any issues to the CEO regarding admissions, patient care or any other situations that may pose a significant risk to patients or the community, or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by HHRTF.

4.2.1.6.13. Participates as a member of HHRTF's Executive Team.

4.2.1.6.14. Participates in the recruitment of other clinical Department personnel, upon the request of the CEO.

4.2.1.6.15. Establishes, subject to approval from the CEO, an employment schedule, a clinical rotation/schedule for providers, for all clinical personnel employed by the Contractor to provide services at HHRTF.

4.2.1.6.16. Assists the HHRTF Executive Team with enhancing clinical practices and care across the organization; and

4.2.1.6.17. Coordinate with clinical staff to ensure full coverage of psychiatric services as necessary due to absences or vacated positions.

4.2.2. **General Medical Director:**

4.2.2.1. The Contractor shall provide a physician to serve as the General Medical Director at HHRTF upon the Contractor's commencement of patient services at HHRTF.

4.2.2.2. The Contractor shall ensure the General Medical Director provides coverage and oversees the general medical staff. The general medical staff is defined as the providers who

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provide care for individuals needing non-Psychiatric care. The Contractor shall ensure the General Medical Director:

4.2.2.2.1. Is a primary care, family medicine physician or pediatrician who has completed residency with at least three (3) years of experience in supervising primary care clinicians. (A board certification in a primary care field is preferred.)

4.2.2.2.2. Provides consultation for infection prevention and infection control practices and protocols.

4.2.2.2.3. Responsible for maintaining and improving medical standards of care for patients; and

4.2.2.2.4. Educates staff or ensures an appropriate training program is implemented for staff to apply appropriate evidence-based practices and protocols for medical care.

4.2.3. Advanced Practice Registered Nurse (APRN)

4.2.3.1. The Contractor shall provide one (1) FTE APRNs to complete primary, acute, and specialty healthcare services. The Contractor shall ensure the APRNs:

4.2.3.1.1. Complete a board certification competency-based examination, with credentials that remain valid for five (5) years and completes specific continuing education requirements to renew specialty certifications as needed.

4.2.3.1.2. Treat patients with diagnosed disorders along with medical comorbidities that require attention during their admission.

4.2.3.1.3. Consult with specialists statewide to improve medical comorbidities for patients at HHRTF.

4.2.3.1.4. Coordinate care with local community hospitals, to ensure patients receive hospital-level medical care, if needed, outside of HHRTF.

4.2.3.1.5. Assist and participate in various hospital-wide initiatives, such as vaccination clinics, medical testing events, and other functions that may result from a pandemic, or other public health related event.

4.2.4. Staff Psychiatrists and Psychiatric Advanced Practice Registered Nurses (APRN)

4.2.4.1. The Contractor shall ensure the ratio of patients to Staff Psychiatrists and Psychiatric APRNs is not less than 8:1, unless otherwise approved by the CEO for a specific period of time.

4.2.4.2. The Contractor shall ensure the ratio of Psychiatric APRNs to Staff Psychiatrists does not exceed 4:1.

4.2.5. Staff Psychiatrists

4.2.5.1. The Contractor shall ensure Staff Psychiatrists are available onsite at HHRTF:

4.2.5.1.1. Have appropriate experience in the specialty in which they are board certified or eligible for certification.

4.2.5.1.2. Have completed an ACGME-approved residency program in psychiatry.

4.2.5.1.3. Formulate and implement treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, care and management of patients.

4.2.5.1.4. Maintain and direct a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with the Department norms.

4.2.5.1.5. Determine the appropriateness of admissions, transfers, and discharges consistent with RSA 135-C.

4.2.5.1.6. Provide, in coordination with the Chief Medical Officer, and other staff physicians, on-call after-hours coverage and serve as on-site, after-hours coverage, on a 24-hour a day, 7-day a week, year-round basis when necessary, as determined by the CEO, Chief Medical Officer, and/or Associate Medical Director. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to HHRTF.

4.2.5.1.7. Participate in the Medical Staff Organization and other administrative committees, assigned committees and task forces.

DS EJM

4.2.5.1.8. Complete medical and/or psychiatric consultation on patients from facilities other than HHRTF, consistent with current Department policy, as requested by the Department.

4.2.5.1.9. Complete all necessary documentation, as required by and in accordance with this agreement and TJC and CMS standards.

4.2.5.1.10. Complete Incident Reports in compliance with Department policy.

4.2.5.1.11. Complete all medical record documentation, including ongoing and timely documentation of clinical care regarding medical necessity, including daily progress notes to document and support medical necessity, within timeframes as specified by HHRTF policy and procedure and other relevant policies and procedures.

4.2.5.1.12. Adhere to all Department policies, including, but not limited to policies on Medical Records Documentation and Progress Notes.

4.2.5.1.13. Ensure that documentation is consistent with normative data collected by the Compliance Officer and Utilization Review Manager.

4.2.5.1.14. Provide other services as required, which are consistent with the mission of the Department.

4.2.5.1.15. Appear and testify in all HHRTF involved court and administrative hearings as necessary and as required by the Department.

4.2.5.1.16. Develop and maintain positive relationships with Department staff, patients, families, advocates, community providers and other interest groups vital to the functioning the Department's system of care, including for the purpose of transition planning by adhering to Department standards; and

4.2.5.1.17. Participate in the utilization review processes, including appeals and other processes, as required by the Chief Medical Officer, and/or the CEO.

4.2.5.2. The Contractor shall ensure a minimum of one (1) FTE Staff Psychiatrist is dedicated to providing services to HHRTF.

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4.2.5.3. The Contractor shall ensure Staff Psychiatrists provide services on a full-time basis as defined in Paragraph 1.4.3 above and limit their practice to treating HHRTF patients only, except for night and weekend staff, who may be working part-time or per diem.

4.2.5.4. Notwithstanding the above, the Department and Contractor agree that (i) Staff Psychiatrists may perform occasional outside practice duties, with the advance written approval of the CEO and Chief Medical Officer, but only if said duties do not, in the sole judgment of the CEO, interfere with the psychiatrists' duties at the Department; and (ii) Contractor Personnel may be permitted, subject to prior notice and the approval of both the Chief Medical Officer and CEO, to perform educational or research activities so long as those activities further the mission and goals of the Department. Staff Psychiatrists and Contractor Personnel approved for such activities shall provide monthly documentation and summary progress reports to the Chief Medical Officer and the CEO that specifies time spent devoted to educational or research activities.

4.2.5.5. The Contractor shall ensure Staff Psychiatrists participate in on-call, after-hours coverage to ensure on-call psychiatrist services are provided 24 hours per day, 7 days per week. For this reason, the Contractor provides reports summarizing full-time equivalent staffing for each invoicing period. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to HHRTF.

4.2.6. **Psychiatric Advanced Practice Registered Nurses (APRN)**

4.2.6.1. The Contractor shall ensure Psychiatric APRNs possess an APRN degree and have board certification as Psychiatric–Mental Health Nurse Practitioner-Board.

4.2.6.2. The Contractor shall ensure Psychiatric APRNs provide clinical services in extended care and admissions areas with patients with severe mental illness and medical co-morbidities in accordance with the scope of practice described in RSA 326-B:11. The Contractor shall ensure Psychiatric APRNs:

4.2.6.2.1. Perform advanced assessments.

4.2.6.2.2. Diagnose, prescribe, administer and develop treatment regimens.

4.2.6.2.3. Provide consultation as appropriate.

4.2.6.2.4. Independently prescribe, dispense, and distribute psychopharmacologic drugs within the formulary and act as treatment team leaders in accordance with State New Hampshire law and medical staff by-laws.

4.2.6.2.5. Document patient care and treatment in each patient record in accordance with HHRTF policy, TJC Accreditation, and CMS regulatory standards.

4.2.7. Administrative Staff

4.2.7.1. The Contractor shall provide a minimum of one half (.50) FTE Administrative Staff to provide administrative support at HHRTF to clinical staff. The Contractor shall ensure the Administrative Staff:

4.2.7.1.1. Screen and assess relative priorities of correspondence, inquiries, and projects.

4.2.7.1.2. Organize systems of distribution and review of these items to ensure efficient communication.

4.2.7.1.3. Answer administrative questions on behalf of the Department in a professional manner in coordination with the Director of Psychiatry Administration and Chief Medical Officer.

4.2.7.1.4. Respond to routine correspondence in a timely manner.

4.2.7.1.5. Compose drafts of selected correspondence, special studies, and/or finishes documents.

4.2.7.1.6. Develop and maintain a filing system for all files related to the contract between the Department and the Contractor.

4.2.7.1.7. Conduct special studies of an administrative nature.

4.2.7.1.8. Serve as resource person who is able to direct persons and inquiries, provide information, and recognize and assess developing situations of significance to the overall functioning of the Contractor within HHRTF.

4.2.7.1.9. Monitor budget accounts, attendance and schedules of providers related to the contract with HHRTF.

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4.2.7.1.10. Schedule weekend and holiday provider coverage at HHRTF in coordination with the Chief Medical Officer.

4.2.7.1.11. Provide reports and other data to ensure proper contract billing.

4.2.7.1.12. Manage and complete multiple priorities by established deadlines.

4.2.7.1.13. Support medical provider teams with communication, data extraction and other administrative tasks.

4.2.7.1.14. Support QI/QA/Key Performance Indicator monitoring and reporting in conjunction with the Chief Medical Officer.

4.2.7.1.15. Support all contracted providers with administrative tasks required by the Contractor, including but not limited to expense tracking, time attestations, and compliance monitoring.

4.2.7.1.16. Perform other duties as required or assigned.

4.3. **Additional Requirements - Service Area #3**

4.3.1. The Department and Contractor agree to continually evaluate other service models to improve access, quality, and affordability. Upon mutual agreement of a new model, the parties shall seek to enter into an amended or new contract on mutually agreeable terms subject to the approval of the Governor and Executive Council.

4.3.2. The Contractor shall ensure inter-disciplinary case reviews are completed on 100% of patients who are clinically stable for greater than fifteen (15) days, and ongoing every 15 days, and still admitted to HHRTF.

4.3.3. The Contractor shall ensure that staffing is provided in accordance with the agreed upon staffing plan and at a level that ensures no impact to safety, the number of HHRTF beds available and that HHRTF units do not stop admissions due to the lack of coverage for staff provided by the Contractor.

4.3.4. The Contractor shall ensure for after hours on-call psychiatric coverage, at least 40 hours of the after hours on call time each week must be covered by a psychiatrist, and the remainder of the after hours on call time can be a combination of psychiatrist and psychiatric APRN.

4.3.5. The Contractor shall ensure all HHRTF psychiatric staff provide on-call after-hours coverage in one-week increments in rotation.

4.3.6. The Contractor shall ensure the on-site after-hours coverage at HHRTF on weekdays, weekends and holidays is provided by a Psychiatrist or Psychiatric APRN. The Contractor shall ensure staff are certified or eligible for certification by the American Board of Psychiatry and Neurology, or is in training in an accredited psychiatry residency program with at least three years of training experience, or is credentialed as a Psychiatric APRN through the American Nurse Credentialing Center or equivalent credentialing body.

4.3.7. The Contractor shall maintain a pool of Psychiatrists or Psychiatric APRNs, or a combination thereof, who are credentialed with HHRTF for the after-hours work, and the after-hours staff are assigned to in-house after-hours coverage by the Chief Medical Officer or General Medical Officer. The Contractor shall ensure the pool is of sufficient size and appropriate qualifications to ensure the ability to meet the staffing level requirements and performance standards specified herein.

4.3.8. The Contractor shall complete a history and physical (H&P) for all patients within 24 hours of admission, and every 30 days thereafter, for patients with a length of stay (LOS) greater than 30 days at HHRTF.

4.3.9. The Contractor shall ensure provider staff provide on-call, after-hours coverage above the 40-hour week to ensure on-call physician services are available 24 hours per day, 7 days per week.

4.3.10. The Contractor shall utilize practices and deliver services in alignment with the requirements in NH RSA 135-F by:

4.3.10.1. Utilizing the Child and Adolescent Needs and Strengths (CANS) assessment tool.

4.3.10.2. Supporting the Core Values of the NH Children's System of Care, as outlined Table 1:

Core Values of the NH Children's System of Care	
Family Driven and Youth Driven	Youth and Family driven, with the strengths and needs of the child and family determining the types and mix of services and supports provided. Family and Youth is the core of the work. Youth and Families take a leadership role at the individual service delivery level as well as policy, planning and system levels.

Community Based	Services are provided at the community level with the youth and family in their home and community. Services provided also include, system management, resting within a supportive, adaptive infrastructure of structures, processes, and relationships at the community level.
Culturally and Linguistically Competent	Culturally and linguistically competent, with agencies, programs, and services that reflect the cultural, racial, ethnic, and linguistic differences of the populations they serve to facilitate access to and utilization of appropriate services and supports.
Trauma Informed	Treatment and support services are delivered in a manner that is Trauma-Informed using the 6 core principles of a trauma-informed approach: 1) Safety; 2) Trustworthiness and Transparency; 3) Peer Support; 4) Collaboration and Mutuality; 5) Empowerment, Voice and Choice; and 6) Cultural, Historical, and Gender Issues.

4.4. **Quality Assurance and Monitoring Plan – Service Area #3:**

4.4.1. The Contractor shall submit a Quality Assurance and Monitoring Plan, subject to approval, and subsequent modification as required by the Department. The Contractor shall ensure the Quality Assurance and Monitoring Plan addresses at a minimum:

4.4.1.1. Ensuring adequate staffing to operate HHRTF beds at full utilization;

4.4.1.2. Ensuring Contractor's staff receive necessary supervision and training to perform the assigned tasks;

4.4.1.3. Ensuring patients receive care consistent with evidence-based care; and

4.4.1.4. Creating and implementing the highest standard practices to protect the safety of patients, staff, and visitors.

4.4.2. The Contractor shall ensure the Chief Medical Officer monitors progress toward the stated goals in the Quality Assurance and Monitoring Plan and provides reports to the CEO and Contractor on a quarterly basis.

4.4.3. The Contractor shall ensure the Chief Medical Officer meets with the HHRTF leadership and Contractor at minimum on a quarterly basis to review progress toward Quality Assurance and Monitoring Plan goals, as well as Performance Measures specified in Section 4.5 below.

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4.4.4. The Contractor shall oversee the performance of the Chief Medical Officer by ensuring Performance Measures specified in Section 4.5 are met.

4.4.5. The Contractor shall review and revise the Quality Assurance and Monitoring Plan, in consultation with the CEO on an annual basis, or as otherwise requested by the Department.

4.5. **Performance Measures – Service Area #3:**

4.5.1. The Contractor and the Department must collaborate on all performance measures including but not limited to: census of both the inpatient units and PRTF, quality of services, patient experience, and Agreement cost.

4.5.2. The Contractor shall ensure providers at HHRTF comply with the following Key Performance Indicators:

4.5.2.1. Psychiatric Progress Notes

4.5.2.1.1. Completed daily on patients who are certified as acute inpatient level of care.

4.5.2.1.2. Completed within 24 hours of seeing a patient.

4.5.2.1.3. Completed not less than five (5) times per week or unless otherwise specified by the CEO, their designee or the Department, on patients who are no longer acute level of care.

4.5.2.1.4. Content as it pertains to:

4.5.2.1.4.1. CMS local coverage determinations for HHRTF; and

4.5.2.1.4.2. HHRTF facility's policies and procedures.

4.5.2.2. Patient Length of Stay

4.5.2.2.1. Evaluation through data collection and case review of active treatment during patient stay.

4.5.2.3. CMS Certification Guidelines

4.5.2.3.1. Certifications and/or re-certification conducted in accordance to required CMS and HHRTF timeframes.

4.5.2.3.2. Assigned certification status is clearly supported in psychiatric progress notes.

4.5.2.4. Standardized Process

4.5.2.4.1. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.

4.5.2.4.2. Individual metrics are developed based on the target outcomes of the standardized work.

4.5.2.5. Treatment Plans

4.5.2.5.1. Provider specific portions of treatment plans are completed within 24 hours of admission.

4.5.2.5.2. Performance measured by periodic audits which are provided to the Chief Medical Officer and CEO.

4.5.2.5.3. Content as it pertains to:

4.5.2.5.3.1. CMS local coverage determinations for HHRTF and their associates' policies; and

4.5.2.5.3.2. HHRTF policies and procedures.

4.5.2.6. Annual Reviews

4.5.2.6.1. The Chief Medical Officer or designee must conduct and document annual reviews on all Contractor Personnel providing services under this Agreement. The Contractor shall ensure performance evaluations are in compliance with professional standards for evaluations per CMS and TJC guidelines.

4.5.3. The Contractor shall ensure providers comply with the following Key Performance Indicators:

4.5.3.1. Progress Notes

4.5.3.1.1. Completed within 24 hours of seeing a patient.

4.5.3.1.2. Content as it pertains to:

4.5.3.1.2.1. CMS local coverage determinations for HHRTF and their associates' policies; and

4.5.3.1.2.2. HHRTF policies and procedures.

4.5.3.2. Standardized Process

4.5.3.2.1. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.

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4.5.3.2.2. Individual metrics are developed based on the target outcomes of the standardized work.

4.5.3.3. Treatment Plans

4.5.3.3.1. Provider specific portions of treatment plans are completed within 24 hours of admission.

4.5.3.3.2. Performance measured by random monthly audits which are provided to the Utilization Management Committee.

4.5.3.3.3. Content as it pertains to:

4.5.3.3.3.1. CMS local coverage determinations for HHRTF and their associates' policies; and

4.5.3.3.3.2. Department policies and procedures.

4.5.3.4. Annual Reviews

4.5.3.4.1. Annual reviews are documented on all Contractor Personnel performing services under this Agreement. The Contractor shall ensure performance evaluations are in compliance with professional standards for evaluations per CMS

5. Additional Requirements – All Service Areas

5.1. Subject to Section 5.3, the Contractor shall ensure all assignments for all staffing positions are covered on a daily basis, and, if providing staff to NHH, NHFH, and HHRTF are responsible for reporting out on staffing assignments during daily safety huddles at NHH, NHFH, and HHRTF.

5.2. The Contractor shall ensure all staffing positions provided are continuously filled or in active recruitment. The Contractor shall provide the appropriate Department designee with monthly updates on the recruitment process for all unfilled positions.

5.3. The Contractor shall be solely responsible for providing, at no additional cost to the Department, qualified, sufficient staff coverage to fill any gap in coverage during any anticipated leave time, including sick leave, vacation, or continuing medical education leave lasting more than five (5) consecutive days unless otherwise agreed upon on a case-by-case basis by the CEO, and for providing appropriate transition between staff covering for those on leave. Qualified sufficient staff coverage means personnel who meet or exceed the qualifications of the vacating staff member.

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5.4. The Contractor shall track and report staffing levels by FTE units on a monthly basis to the Department. The Contractor shall not be required to provide hourly timecards for clinical staff. The Contractor shall provide hourly timecards for non-clinical staff that summarize hours worked for each invoicing period.

5.5. The Contractor shall ensure the care needs of patients are fully addressed by modifying the number of hours per week worked by FTE and/or Part-Time FTE staff, as requested by the Department. The Contractor shall ensure Part-Time FTE staff work the appropriate number of hours in accordance with FTE allocation.

5.6. In the event of a healthcare system emergency, as determined by the Department, including but not limited to a local epidemic, pandemic, facility closures, or mass-quarantine in which additional staffing or resources are required due to a surge of individuals requiring services, the Contractor may also be required to adjust the total number of staff, both full-time and part-time, to fully address the care needs of patients.

5.7. All personnel provided by the Contractor shall be subject to approval by the Department prior to notifying candidates of assignment or hire. The Department will inform the Contractor of any applicable Department designee for this purpose per Service Area or position.

5.8. The Department, at its sole discretion, may rescind, either permanently or temporarily, its approval of any Contractor Personnel providing any services for any of the following reasons:

5.8.1. Suspension, revocation or other loss of a required license, certification or other contractual requirement to perform such services under the contract;

5.8.2. Provision of unsatisfactory service based on malfeasance, misfeasance, insubordination or failure to satisfactorily provide required services;

5.8.3. Arrest or conviction of any felony, misdemeanor, or drug or alcohol related offense;

5.8.4. Abolition of the role due to a change in organizational structure, lack of sufficient funds or like reasons; or

5.8.5. Any other reason that includes, but is not limited to: misconduct; violation of Department policy; violation of state or federal laws and regulations pertaining to the applicable Department service area; or a determination made by the Department that the individual presents a risk to the health and safety of any staff member or any individual served by the Department.

5.9. In the event of such rescission, the Department shall, to the extent possible, provide the Contractor with reasonable advanced notice and the applicable

DS EJM

reason. The Contractor shall ensure the applicable staff member(s) are prohibited from providing services for the period of time that the Department exercises this right. No additional payments will be paid by the State of New Hampshire for any staff removed from duty by the Department for any reason. The Contractor:

5.9.1. Shall, unless the Contractor Personnel was removed from providing services under Section 5.8.4, provide replacement personnel who meet all of the applicable requirements under the contract, including but not limited to being subject to Department approval specified in 5.7;

5.9.2. Shall be responsible for providing transition services to the applicable Service Area to avoid the interruption of services and administrative responsibilities at no additional cost to the Department;

5.9.3. Shall furnish replacement staff, within ten (10) business days, who meet all of the requirements for the applicable position under the resulting contract(s) if the duration of a temporarily rescinded approval is greater than seven (7) calendar days. The Contractor shall be informed by the Department the anticipated duration for which approval will remain rescinded. The Contractor shall be responsible for providing, at no additional cost to the Department, transition services to the Department to avoid service interruption;

5.9.4. May initiate, at the sole discretion of the Contractor, any internal personnel actions against its own employees. Nothing herein prohibits the Contractor from seeking information from the Department regarding the Department's decision, unless information is otherwise restricted from disclosure by the Department based on internal Department policies or rules, State of New Hampshire personnel policies, rules, collective bargaining agreements, or other state or federal laws.

5.9.5. The Contractor shall ensure that, prior to providing the applicable services for the applicable Department service area or facility, all required licenses, certifications, privileges, or other specified minimum qualifications are met for all staff, and where applicable, are maintained throughout the provision of services for the full term of the Contract. The Contractor shall provide the applicable Department designee with a copy of all documents. The Contractor shall not hold the Department financially liable for any fees or costs for any licenses, certifications or renewal of same, nor for any fees or costs incurred for providing copies of said licenses or certifications.

5.9.6. In addition to any approvals required by the Contractor for employees, the Contractor shall ensure staff provide timely, prior notification to the

EJM

applicable Department designee for any anticipated leave time, unless otherwise stated herein for a specific position or service area. The Contractor shall ensure that all staff provided have a standard amount of vacation and sick time, subject to the normal and customary employee benefits and policies of the Contractor. However, the Contractor shall ensure staff abide by the State holiday schedule.

5.10. The Contractor shall ensure annual performance reviews are completed for all Contractor Personnel. The Contractor shall incorporate feedback from the applicable Department designee for such reviews. The Contractor shall ensure that goal development is responsive to the evolving needs of the Department over the course of the contract period.

5.11. The Contractor shall be responsible for managing all employee relations and performance management issues for the staff provided, in accordance with the Contractor's policies and procedures, Medical Service Organization (MSO) by-laws, and applicable NHH, NHFH, Glencliff Home, HHRTF and/or State of New Hampshire policies.

5.12. Prior to commencing work, the Contractor shall ensure all personnel provided undergo the following criminal background, registry, screening and medical examinations:

5.12.1. Criminal Background (including New Hampshire criminal background);

5.12.2. Bureau of Elderly and Adult Services State Registry;

5.12.3. Division for Children, Youth and Families Central Registry; and

5.12.4. Physical capacity examination.

5.13. The Contractor shall ensure Contractor Personnel assigned to perform services under the Agreement comply with all Department requirements, policies, and procedures relative to infection prevention, mitigation, and control to mitigate the risks of disease transmission prior to the commencement of services.

5.14. The Contractor shall ensure that the criminal background, registry, screening and medical examinations above are kept current as required and in accordance with the Department's confidentiality policy; the Department receives copies of all required documentation prior to the commencement of services and is not responsible for any costs incurred in obtaining the documentation.

5.15. The Contractor shall not utilize any personnel, including subcontractors, to fulfill the obligations of the contract, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The Contractor shall initiate a criminal background check re-investigation of all personnel provided every five (5)

years. The Contractor shall ensure the five (5) year period is based on the date of the last criminal background check conducted by the Contractor or their agents.

6. State-Owned Devices, Systems and Network Usage

6.1. Contractor personnel must use a state-issued device, including, not limited to computers, tablets, or mobile telephones, in the fulfilling the requirements of the contract. The Contractor shall ensure all Contractor Personnel:

6.1.1. Use the information that they have permission to access solely for the provision of services hereunder or conducting official state business. All other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall, except as necessary to provide services hereunder, Contractor workforce or agents access or attempt to access information without having the express authority of the Department to do so;

6.1.2. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

6.1.3. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the Contractor shall use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State of New Hampshire can be used by the Contractor. Non-standard software shall not be installed on any equipment unless authorized by the Department's Information Security Office;

6.1.4. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems." The Contractor understands and agrees that use of email shall follow Department and State of New Hampshire standard policies; and

6.1.5. Use the internet and/or Intranet for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy of the Department. At no time should the internet be used for personal use.

7. Exhibits Incorporated

7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health

Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

7.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

8. Reporting Requirements

8.1. Service Area #1

8.1.1. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations and/or the Department, the Contractor shall submit a written report, in a form specified by the Department, to the Department documenting the services provided by the Contractor's staff with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers.

8.1.2. In addition to other reports as agreed to by the Department and the Contractor, the Contractor shall submit a written report on an annual basis to the Department that describes the services rendered by the clinical staff, as well as the Contractor's performance pursuant to the requirements of the contract during the preceding contract year.

8.2. Service Area #2

8.2.1. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations and/or the Department, the Contractor shall submit a written report, in a form specified by the Department, to the Department documenting the services provided by the Contractor's staff with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers.

8.2.2. In addition to other reports as agreed to by the Department and the Contractor, the Contractor shall submit a written report on an annual basis to the Department that describes the services provided by the General Medical Director and clinical staff, as well as the Contractor's performance pursuant to this Agreement during the preceding contract year.

8.3. Service Area #3

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8.3.1. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations and/or the Department, the Contractor shall submit a written report, in a form specified by the Department, to the Department documenting the services provided by the Contractor's staff with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers.

8.3.2. In addition to other reports as agreed to by the Department and the Contractor, the Contractor shall submit a written report on an annual basis to the Department that describes the services rendered by the clinical staff, as well as the Contractor's performance pursuant to the requirements of the contract during the preceding contract year.

8.4. **All Service Areas**

8.4.1. The Contractor shall provide monthly staff reports to the Department to sufficiently document actual staffing levels and services rendered. Monthly staff reports shall include the following:

8.4.1.1. Monthly staffing schedule;

8.4.1.2. FTE by position in accordance with the resulting contract(s);

8.4.1.3. Actual FTE worked within the monthly reporting period by clinical position; and

8.4.1.4. Actual FTE allocated to sick time, leave time, or any other non-clinical time within the monthly reporting period by clinical position.

9. Additional Terms

9.1. Impacts Resulting from Court Orders or Legislative Changes

9.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State of New Hampshire has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith. In the event that any future state or federal legislation or court order impacts the Services described herein, the Department shall provide the Contractor with reasonable advanced notice of any necessary modification to Service priorities and expenditure requirements. The parties agree to cooperate in the implementation and planning of any such modification and the Department shall consider Contractor's reasonable requests with respect to such modifications. Notwithstanding the foregoing, the Department shall retain the final right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance with any future state or

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federal legislation or court orders that have an impact on the Services described herein.

9.2. **Credits and Copyright Ownership**

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

9.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

9.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

9.2.3.1. Brochures.

9.2.3.2. Resource directories.

9.2.3.3. Protocols or guidelines.

9.2.3.4. Posters.

9.2.3.5. Reports.

9.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

9.3. **Eligibility Determinations**

9.3.1. If the Contractor is permitted and required by the Department 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.

9.3.2. 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.

9.3.3. 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 in writing. The Contractor shall furnish the Department with all forms and documentation regarding eligibility

determinations that the Department may request or require.

9.3.4. 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.

10. Records

10.1. The Contractor shall keep records that include, but are not limited to:

10.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement, and all income received or collected by the Contractor.

10.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders; vouchers; requisitions for materials, inventories, valuations of in-kind contributions; labor time cards, payrolls, and other records requested or required by the Department.

11. Liquidated Damages

11.1. Liquidated damages are specified in, and may be assessed in accordance with, Exhibit C, Payment Terms, Section 14.

19

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

NEW HAMPSHIRE HOSPITAL

Lori A. Shibinette
Commissioner

Ellen M. Lapointe
Chief Executive Officer

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

November 28, 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, New Hampshire Hospital, to enter into a **Sole Source** amendment to an existing contract with Mary Hitchcock Memorial Hospital (VC# 177160), Lebanon, NH, to add one (1) additional Advanced Practice Registered Nurse clinical position to the psychiatric and medical services provided at New Hampshire Hospital and the planned New Hampshire Forensic Hospital, by increasing the price limitation by $722,655 from $60,821,398 to $61,544,053 with no change to the contract completion date of June 30, 2026, effective upon Governor and Council approval. 40% General Funds. 60% Other Funds (Provider Fees).

The original contract was approved by Governor and Council on March 23, 2022, item #31.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 through 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prgm Svc	94058000	$5,881,431	$0	$5,881,431
2023	102-500731	Contracts for Prgm Svc	94058000	$12,963,866	$111,907	$13,075,773
2024	102-500731	Contracts for Prgm Svc	94058000	$13,352,781	$197,595	$13,550,376
2025	102-500731	Contracts for Prgm Svc	94058000	$13,753,364	$203,524	$13,956,888
2026	102-500731	Contracts for Prgm Svc	94058000	$14,165,965	$209,629	$14,375,594
			Subtotal	*$60,117,407*	*$722,655*	*$60,840,062*

05-95-91-910010-57100000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: GLENCLIF HOME, GLENCLIF HOME, PROFESSIONAL CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	501-500729	Medical Payments to Providers	91000000	$73,193	$0	$73,193
2023	501-500729	Medical Payments to Providers	91000000	$150,778	$0	$150,778
2024	501-500729	Medical Payments to Providers	91000000	$155,302	$0	$155,302
2025	501-500729	Medical Payments to Providers	91000000	$159,960	$0	$159,960
2026	501-500729	Medical Payments to Providers	91000000	$164,758	$0	$164,758
			Subtotal	*$703,991*	*$0*	*$703,991*
			Total	**$60,821,398**	**$722,655**	**$61,544,053**

EXPLANATION

This request is **Sole Source** because the Department is modifying the scope of services and adding funding. The Department originally selected the Contractor through a competitive bid process using a Request for Proposals. The Contractor is providing services satisfactorily under this agreement and is uniquely experienced and qualified to attract, recruit, and retain Advanced Practice Registered Nurses (APRN) with the appropriate experience and clinical skill level to provide these vital services.

The purpose of this request is to modify the scope of services and add funding for the Contractor to provide a total of two (2) APRN positions as part of the array of psychiatric and medical services provided at New Hampshire Hospital and the planned New Hampshire Forensic Hospital. The Department continues to experience challenges recruiting for these positions.

The Contractor serves approximately 2,500 individuals annually at New Hampshire Hospital and the planned New Hampshire Forensic Hospital.

The Department will continue monitoring services through the quality assurance and monitoring plans, and monthly, quarterly, and annual reports required by the Contractor.

Should the Governor and Council not authorize this request, the Department's ability to have sufficient APRN staffing to provide non-emergent medical care to adults admitted to New Hampshire Hospital and the planned New Hampshire Forensic Hospital will be limited, putting individuals at serious risk.

Area served: Statewide

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

Respectfully submitted,

DocuSigned by:
Ellen Marie Lapointe
4680E801FCE8428...

Ellen M. Lapointe
Chief Executive Officer, NHH

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

This Amendment to the Psychiatric and Medical Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mary Hitchcock Memorial Hospital ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2022 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Agreement Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to 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 1.8, Price Limitation, to read:

   $61,544,053

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

   Robert W. Moore, Director.

3. Modify Exhibit B, Scope of Services, Section 3, Service Area #2 Non-Emergent Medical Services, Subsection 3.1, New Hampshire Hospital (NHH) and New Hampshire Forensic Hospital (NHFH), Paragraph 3.1.3, to read:

   3.1.3. **Advanced Practice Registered Nurse (APRN)**

   3.1.3.1. The Contractor shall provide two (2) FTE APRNs to complete primary, acute, and specialty healthcare services. The Contractor shall ensure the APRNs:

   3.1.3.1.1 Complete a board certification competency-based examination, with credentials that remain valid for five (5) years, and completes specific continuing education requirements to renew specialty certifications as needed.

   3.1.3.1.2. Treat patients with diagnosed disorders along with medical comorbidities that require attention during their admission.

   3.1.3.1.3. Consult with specialists statewide to improve medical comorbidities for patients at NHH and NHFH.

   3.1.3.1.4. Coordinate care with local community hospitals, to ensure patients receive hospital-level medical care, if needed, outside of NHH and NHFH.

   3.1.3.1.5. Assist and participate in various hospital-wide initiatives, such as vaccination clinics, medical testing events, and other functions that may result from a pandemic, or other public health related event.

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

   1. This agreement is funded by:

      1.1. 40% General funds.

      1.2. 60% Other funds (Provider Fees).

5. Modify Exhibit C, Payment Terms, Section 3, to read:

3. The Contractor shall provide services under this Agreement based on the Budget below, per applicable Service Area and State Fiscal Year. The Contractor shall be compensated to provide and deliver the services described in Exhibit B, Scope of Services, on the basis of this Budget.

Budget					
Agreement Period by State Fiscal Year					
Service Area #1	**1/1/2022-6/30/2022**	**7/1/2022-6/30/2023**	**7/1/2023-6/30/2024**	**7/1/2024-6/30/2025**	**7/1/2025-6/30/2026**
	$5,396,232	$11,964,355	$12,323,286	$12,692,985	$13,073,774
Service Area #2	**1/1/2022-6/30/2022**	**7/1/2022-6/30/2023**	**7/1/2023-6/30/2024**	**7/1/2024-6/30/2025**	**7/1/2025-6/30/2026**
	$558,392	$1,262,195	$1,382,391	$1,423,864	$1,466,579

3.1. The Contractor shall provide the Department, within each Service Area, a detailed personnel listing for all staff performing services on an annual basis for each State Fiscal Year, or more frequently as required by the Department, to ensure the accuracy of information contained therein and proper cost allocation. The Contractor shall ensure the listings:

3.1.1. Include information for each Service Area which includes, but is not limited to:

3.1.1.1. Staff names.

3.1.1.2. Staff titles.

3.1.1.3. Personnel costs inclusive of salary costs, fringe benefit costs, and administrative cost rates.

3.1.2. Are in a format as determined and approved by the Department.

3.2. The Contractor shall automatically reduce invoices by the appropriate amount immediately in the event a Contractor Personnel position becomes vacant, and is not immediately filled. The Contractor can use temporary staffing to fill a position until a permanent staff member is identified.

3.3. The Contractor shall ensure all providers and/or clinical staff are fully credentialed and enrolled with insurance carriers prior to beginning work.

3.4. The Contractor shall invoice the Department for each Service Area separately.

All terms and conditions of the Contract 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

12/6/2022
Date

DocuSigned by:
Lori A. Weaver
Name: Lori A. Weaver
Title: Deputy Commissioner

Mary Hitchcock Memorial Hospital

12/6/2022
Date

DocuSigned by:
Edward J. Merrens, MD
Name: Edward J. Merrens, MD
Title: Chief Clinical Officer

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

OFFICE OF THE ATTORNEY GENERAL

12/6/2022
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

Lori A. Shibinette
Commissioner

Ellen LaPointe
Interim Chief
Executive Officer

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

February 18, 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, New Hampshire Hospital, to enter into a contract with Mary Hitchcock Memorial Hospital (VC#177160), Lebanon, NH, in the amount of $60,821,398 for the provision of psychiatric and medical services at New Hampshire Hospital (NHH), the planned New Hampshire Forensic Hospital (NHFH), and Glencliff Home, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2026. 42% General Funds. 58% Other Funds (Provider Fees).

This request represents one (1) of three (3) corresponding requests with Mary Hitchcock Memorial Hospital for the following services: 1) Psychiatric and Medical Services; 2) Neuropsychology Services; and 3) Clinical and Administrative Services. This request is contingent upon Governor and Council approval of all three (3) requests.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 through 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prgm Svc	94058000	$5,881,431
2023	102-500731	Contracts for Prgm Svc	94058000	$12,963,866
2024	102-500731	Contracts for Prgm Svc	94058000	$13,352,781
2025	102-500731	Contracts for Prgm Svc	94058000	$13,753,364
2026	102-500731	Contracts for Prgm Svc	94058000	$14,165,965
			Subtotal	***$60,117,407***

05-95-91-910010-57100000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: GLENCLIFF, PROFESSIONAL CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	101-500729	Medical Payments to Providers	91000000	$73,193
2023	101-500729	Medical Payments to Providers	91000000	$150,778
2024	101-500729	Medical Payments to Providers	91000000	$155,302
2025	101-500729	Medical Payments to Providers	91000000	$159,960
2026	101-500729	Medical Payments to Providers	91000000	$164,758
			Subtotal	***$703,991***
			Total	**$60,821,398**

EXPLANATION

The Department currently has an agreement with the Mary Hitchcock Memorial Hospital, which was competitively bid in 2016, to provide physician, clinical, and administrative services in seven (7) service areas: New Hampshire Hospital; Glencliff Home; Medicaid; Children, Youth, and Families; Behavioral Health; Elderly and Adult Services; and Developmental Services. The existing agreement includes an option to renew services through June 30, 2025. However, House Bill 2, of the 2021 Regular Legislative Session, appropriated $30 million to the Department for the purpose of constructing a 24-bed forensic psychiatric hospital.

Consequently, the Department needed to reassess the existing contracted services to incorporate the new clinical needs arising from the planned New Hampshire Forensic Hospital and released competitive bids for 1) Psychiatric and Medical Services and 2) Neuropsychology Services. The Sole Source request listed below is to continue the other five (5) service areas that would have been continued under the existing agreement. The Contractor is uniquely experienced and qualified to provide the complex array of clinical and administrative services to the Department in these five (5) service areas, which enable the Department to meet a wide range of specialized health and clinical needs of New Hampshire residents.

The following table outlines the Department's reprocurement strategy, which includes three (3) distinct actions. The Department will terminate the current agreement upon approval of the contracts specified in the table. As noted below, the neuropsychology, psychiatric, and medical services components of the existing contract have been bid out to incorporate the new forensic psychiatric hospital needs rather than incorporating them into an existing agreement.

Reprocurement Strategy		
Description of Service Area	**Procurement**	**DHHS Areas Served**
Psychiatric and Medical Services	RFP issued July 2021	NHH Glencliff Forensic Hospital*
Neuropsychology	RFP issued November 2021	NHH Forensic Hospital*
Clinical and Administrative Services	New Sole Source	Medicaid Children, Youth, and Families Behavioral Health Elderly and Adult Services Developmental Services
* The Department anticipates the Forensic Hospital will open in State Fiscal Year 2024.		

Approximately 2500 individuals will be served annually.

The purpose of this request is for the Contractor to deliver psychiatric and medical services to NHH, the planned NHFH, and Glencliff Home by providing highly qualified personnel to meet staffing needs and working with the Department to continue developing and refining an integrated mental health care system by applying principles of managed care for clinical treatment.

The Department will monitor services by reviewing quality assurance and monitoring plans, and monthly, quarterly and annual reports provided by the Contractor.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 30, 2021 through September 29, 2021. The Department received four (4) responses for Service Area 1 - Psychiatric Services and three (3) responses for Service Area 2 - Non-emergent Medical Care that were reviewed and scored by a team of qualified individuals. The Scoring Sheets are attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreement, the parties have the option to extend the agreement for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the State's ability to provide essential psychiatric and medical services to adults at NHH, the planned NHFH, and Glencliff Home will be severely limited, putting those individuals at serious risk.

Area served: Statewide.

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-NHH-03-PSYCH

Project Title Psychiatric and Medical Services: Area #1

	Maximum Points Available	Dartmouth-Hitchcock	Ondek Healthcare	Wellpath Recovery Solutions	Lake Medical (Disqualified
Technical					
1. Staffing and Recruitment	200	190	0	157	N/A
2. Retention	50	45	5	38	N/A
3. Employee Leave Policies and Practices	50	45	0	45	N/A
4. Performance Monitoring	100	82	5	80	N/A
5. Quality Assurance	150	130	5	140	N/A
6. Staffing Ratio (Service Area #1 only)	50	50	0	50	N/A
Subtotal - Technical	600	542	15	510	0
Cost					
Appendix E: Staffing List (cost)	150	135	0	70	N/A
		0	0	0	0
Subtotal - Cost	150	135	0	70	0
TOTAL POINTS	750	677	15	580	0

	Reviewer Name	Title
1	Joseph Cerisi	Chief Financial Officer, NHH
2	Rosemary Costanzo	Chief Nursing Officer, NHH
3	Cynthia Babonis	Director of Social Work, NHH
4	Laura "Beth" Nagy	Director of Therapeutic Services, NHH
5	Ellen Lapointe	Chief Operating Officer, NHH
6	Heather Moquin	Chief Executive Officer, NHH

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-NHH-03-PSYCH
Project Title Psychiatric and Medical Services: Area #2

	Maximum Points Available	Dartmouth-Hitchcock	Ondek, Healthcare	Wellpath Recovery Solutions
Technical				
1. Staffing and Recruitment	200	192	0	165
2. Retention	50	45	7	40
3. Employee Leave Policies and Practices	50	47	0	45
4. Performance Monitoring	100	80	0	83
5. Quality Assurance	150	138	0	143
		0	0	0
Subtotal - Technical	550	502	7	476
Cost				
Appendix E, Staffing List (cost)	150	135	0	75
		0	0	0
Subtotal - Cost	150	135	0	75
TOTAL POINTS	700	637	7	551

	Reviewer Name	Title
1	Joseph Caristi	Chief Financial Officer, NHH
2	Rosemary Costanzo	Chief Nursing Officer, NHH
3	Cynthia Babonis	Director of Social Work, NHH
4	Laura "Beth" Nagy	Director of Therapeutic Services, NHH
5	Ellen Lapointe	Chief Operating Officer, NHH
6	Heather Moquin	Chief Executive Officer, NHH

Subject: Psychiatric and Medical Services (RFP-2022-NHH-03-PSYCH-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mary Hitchcock Memorial Hospital		1.4 Contractor Address One Medical Center Drive Lebanon, NH 03756	
1.5 Contractor Phone Number (603) 650-7549	1.6 Account Number 05-95-94-940010-87500000; 05-95-91-910010-57100000	1.7 Completion Date June 30, 2026	1.8 Price Limitation $60,821,398
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Edward J. Merrens, MD 0A0A80FGA000438... Date: 3/2/2022		1.12 Name and Title of Contractor Signatory Edward J. Merrens, MD — Chief Clinical Officer	
1.13 State Agency Signature DocuSigned by: Joseph T. Caristi 3FA927B12BA940F... Date: 3/2/2022		1.14 Name and Title of State Agency Signatory Joseph T. Caristi — Chief Financial Officer, N	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Takhmina Rakhmatova FDF521C625C34AC... On: 3/2/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: DS EJMM

Date: 3/2/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS EJMM

Date 3/27/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS:

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

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

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

Contractor Initials EJMM

Date 3/27/2022

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS EJMM

Date 3/2/2022

New Hampshire Department of Health and Human Services
Psychiatric and Medical Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to six (6) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 7, Personnel, is amended by modifying subparagraphs 7.1 and 7.2 to read:

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

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's personnel involved in this project, 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.

1.3. Paragraph 9, Termination, is amended by modifying subparagraph 9.2 to read:

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

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

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

1.5. Paragraph 14, Insurance, is amended by modifying subsection 14.1.2. to delete the text in its entirety and replace it to read:

14.1.2. Professional liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 per annual aggregate.

1.6. Paragraph 14, Insurance, is amended by modifying subparagraph 14.2 to read:

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

1.7. Paragraph 17, Amendment, is amended by adding subparagraph 17.1, to read:

17.1 In the event the State wishes to change the location(s) in which the services are performed by the Contractor hereunder, in whole or in part, the State shall provide Contractor with reasonable advance written notice of the same. Thereafter, the parties shall meet in good faith in order to mutually agree upon possible adjustments to the terms and conditions, if required, which shall be documented in the form of an amendment to this Agreement in accordance with paragraph 17.

New Hampshire Department of Health and Human Services
Psychiatric and Medical Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide psychiatric and medical services at New Hampshire Hospital (NHH), the planned New Hampshire Forensic Hospital (NHFH), and Glencliff Home. The Contractor shall provide services in the following service areas:

1.1.1. **Service Area #1** - Psychiatric care for adults admitted to New Hampshire Hospital (NHH), New Hampshire Forensic Hospital (NHFH), and Glencliff Home.

1.1.2. **Service Area #2** - Non-emergent medical care for adults admitted to New Hampshire Hospital and New Hampshire Forensic Hospital.

1.2. For the purposes of this agreement, all references to days shall mean calendar days, unless otherwise specified.

1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 AM to 4 PM, excluding state and federal holidays.

1.4. **All Services Areas - General Requirements**

1.4.1. The Contractor shall deliver psychiatric and medical services to NHH, the planned NHFH, and/or Glencliff Home by:

1.4.1.1. Providing highly qualified personnel as described in the following sections;

1.4.1.2. Working with the New Hampshire Department of Health and Human Services ("Department") to continue developing and refining an integrated mental health care system by applying principles of managed care for clinical treatment; and

1.4.1.3. Assisting with educational and training programs, at the direction of the Chief Executive Officer of the Inpatient Mental Health System (the "CEO").

1.4.2. The Contractor shall recruit and retain qualified individuals for the staffing needs specified herein ("Contractor Personnel"), and as otherwise necessary to fulfill the requirements described herein. The Contractor shall ensure:

1.4.2.1. All Contractor Personnel provided are employees or consultants of the Contractor.

1.4.2.2. No Contractor Personnel are employees of the State of New Hampshire.

1.4.3. The Contractor agrees that one (1) full-time equivalent (FTE) is equal to one (1) full-time employee who works forty (40) hours per week.

1.4.4. The Contractor shall ensure all Contractor Personnel meet and adhere to:

1.4.4.1. The codes of ethical conduct applicable to their license category;

1.4.4.2. Behavioral policies of the Department;

1.4.4.3. Department information security and privacy policies and use agreements which have been provided to Contractor; and,

1.4.4.4. All other human resource-related expectations of the Department, NHH, NHFH, and/or Glencliff Home, as well as New Hampshire Department of Information Technology (DoIT) security policies.

2. Service Area #1 – Psychiatric Care

2.1. General

2.1.1. The Contractor shall provide staff as indicated in Table 1 below as the Contractor Personnel, which outlines the FTE allocation limits for the minimum required staffing positions.

Table 1.

Position Title	Minimum FTE/Staffing Ratio Limits
NHH	
a. Chief Medical Officer	1.000 FTE
b. Associate Medical Director	1.000 FTE
c. Staff Psychiatrists	Ratio of patients to Staff Psychiatrists and Psychiatric APRNs shall be 8:1. Deviations from this ratio shall require the approval of the CEO. Psychiatric APRN - 1.0 FTE; ratio of Psychiatric APRNs to Psychiatrists cannot exceed 4:1
d. Psychiatric Advanced Practice Registered Nurses (APRN)	
e. Chief Psychologist	1.000 FTE
f. Psychologist	1.000 FTE
g. Forensic Psychologist	1.000 FTE Ratio of patients to Forensic Psychologist not to exceed 24:1

h. Administrative Staff	0.500 FTE
NHFH	
a. Forensic Psychiatrists	2.000 FTE
b. Forensic Psychologist	2.000 FTE Ratio of patients to Forensic Psychologists not to exceed 12:1
c. Forensic Behavioral Analyst	1.000 FTE
Glencliff Home	
a. Medical Director	0.400 FTE

2.2. **New Hampshire Hospital**

2.2.1. **Chief Medical Officer**

2.2.1.1. The Contractor shall provide one (1) FTE psychiatrist to serve as the Chief Medical Officer.

2.2.1.2. The Contractor shall ensure the Chief Medical Officer is physically present at NHH and NHFH for a minimum of forty (40) hours per week and oversees all providers at NHH and NHFH referenced herein.

2.2.1.3. The Contractor shall ensure the Chief Medical Officer is responsible for the same duties and requirements outlined in this Section 2.2.1. for NHFH upon commencement of patient services at NHFH, including overseeing clinical staff at NHFH provided by the Contractor. The Contractor shall ensure the Chief Medical Officer:

2.2.1.3.1. Is a board certified psychiatrist licensed to practice medicine in the State of New Hampshire and has clinical privileges at NHH and NHFH.

2.2.1.3.2. Is a senior administrative psychiatrist with a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program; psychiatric hospital; governmental authority; or state or national medical/psychiatric society or organization involved in the delivery of public sector psychiatric services.

2.2.1.3.3. Has completed an Accreditation Council for Graduate Medical Education (ACGME) approved residency program with board certification in psychiatry by the American Board of Psychiatry and Neurology. (Additional subspecialty certification in forensic, geriatric or child/adolescent psychiatry may be substituted for two (2) years of administrative leadership. Completion of a graduate curriculum in medical administration is preferred).

2.2.1.4. The Contractor shall ensure the Chief Medical Officer participates, as needed, with Staff Psychiatrists in on-call and after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are available 24 hours per day, 7 days per week. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH.

2.2.1.5. In the event the Chief Medical Officer resigns, or is otherwise removed from providing services to the Department, the Contractor shall:

2.2.1.5.1. Furnish a psychiatrist within ten (10) business days, not including holidays, to serve full-time as interim Chief Medical Officer, until such time as the existing Chief Medical Officer either resumes full-time duty or is replaced by a new Chief Medical Officer.

2.2.1.5.2. Unless the CEO agrees to waive any requirement in writing, ensure the interim Chief Medical Officer meets all requirements for the Chief Medical Officer, as set forth herein.

2.2.1.5.3. Provide transition services to NHH and NHFH, at no additional cost to the Department, to avoid any interruption of services and administrative responsibilities.

2.2.1.6. Subject to (1) the statutory authority of the Department's Commissioner or designee, and (2) the authority of the CEO with respect to administrative/clinical matters, the Contractor shall ensure the Chief Medical Officer:

2.2.1.6.1. Develops and submits NHH and NHFH provider staffing needs, including a schedule of psychiatric and related clinical personnel, for Department

approval prior to the commencement of each contract year, or as otherwise requested by the Department;

2.2.1.6.2. Coordinates with the CEO on all clinical activities in order to accomplish the day-to-day clinical operations of NHH in a manner consistent with RSA Chapter 135-C and the rules adopted pursuant thereto, all Department policies, and all standards of The Joint Commission (TJC) and Centers for Medicare and Medicaid Services (CMS);

2.2.1.6.3. Participates in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of NHH and NHFH patients;

2.2.1.6.4. Supervises all documentation requirements for all Staff Psychiatrists and other clinical personnel employed by the Contractor and providing services at NHH and NHFH under this Agreement;

2.2.1.6.5. Ensures adequate coverage on weekends and holidays to maintain compliance with documentation requirements to justify medical necessity of stay, including, but not limited to, the need for daily progress notes on patients covered by Medicaid, Medicare or commercial insurance. (Should clinical care responsibilities impede a provider's ability to complete daily progress notes on weekends or holidays, the next progress note will be written within 72 hours);

2.2.1.6.6. Performs annual performance evaluations and discipline, as necessary, for all Staff Psychiatrists and other Contractor Personnel providing services at NHH and NHFH, including consulting with and seeking input from the CEO as to the Department's satisfaction with the services provided by the individual under review;

2.2.1.6.7. Performs an annual administrative review of all Contractor Personnel providing services at NHH and NHFH to ensure compliance with Department policy, including but not limited to: training; record

2.2.1.6.17. Provides clinical coverage for other clinical staff, as necessary, due to absences or vacated positions.

2.2.1.7. The Contractor shall ensure the Chief Medical Officer oversees clinical staff in Service Area # 1 and Service Area # 2.

2.2.2. **Associate Medical Director**

2.2.2.1. The Contractor shall provide 1.0 FTE Associate Medical Director, which may consist of multiple individuals who fulfill the 1.0 FTE requirement, as approved by the CEO.

2.2.2.2. The Contractor shall ensure an Associate Medical Director is physically present at NHH and NHFH for no less than forty (40) hours per week.

2.2.2.3. The Contractor shall ensure the Associate Medical Director performs the duties and requirements outlined in this Section 2.2.2.3 for NHFH upon commencement of patient services at NHFH. The Contractor shall ensure the Associate Medical Director:

2.2.2.3.1. Is a Board Certified Psychiatrist licensed to practice medicine in New Hampshire.

2.2.2.3.2. At all times, maintains both a license to practice medicine in the State of New Hampshire and clinical privileges at NHH and NHFH.

2.2.2.3.3. Is a senior administrative psychiatrist having a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program, psychiatric hospital, governmental authority, or state or national medical/psychiatric society or organization involved in the delivery of public sector psychiatric services. (Additional subspecialty certification in forensic, addiction, geriatric or child/adolescent psychiatry may be substituted for two (2) years of administrative leadership. Completion of a graduate curriculum in medical administration is preferred.

2.2.2.3.4. Completes an ACGME-approved residency program with board certification in Psychiatry by the American Board of Psychiatry and Neurology.

2.2.2.4. The Contractor shall ensure the Associate Medical Director possesses or develops the skills necessary to serve in the capacity of the Chief Medical Officer, on a temporary or permanent basis, in the event that the Chief Medical Officer position is vacated.

2.2.2.5. The Contractor shall ensure the Associate Medical Director participates as needed with Staff Psychiatrists in on-call and after-hours coverage above the 40-hour week to ensure Psychiatrist-On-Call services are provided 24 hours per day, 7 days per week. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH.

2.2.2.6. In the event the Associate Medical Director resigns, or is otherwise removed from providing services to the Department, the Contractor shall:

2.2.2.6.1. Furnish, a psychiatrist or other qualified provider, as determined by the CEO, within ten (10) business days, not including holidays, to serve full-time as interim Associate Medical Director, until the existing Associate Medical Director either resumes duty full-time or is replaced by a new Associate Medical Director.

2.2.2.6.2. Ensure the interim Associate Medical Director meets all of the requirements for the Associate Medical Director as set forth herein.

2.2.2.6.3. Provide transition services to Department, at no additional cost, to avoid any interruption of services and administrative responsibilities.

2.2.2.7. Subject to (1) the statutory authority of the Department's Commissioner or designee, and (2) the authority of the CEO with respect to administrative and/or clinical matters, the Contractor shall ensure the Associate Medical Director:

2.2.2.7.1. Coordinates all clinical activities with the Chief Medical Officer and the CEO in order to accomplish the day-to-day clinical operation of NHH in a manner consistent with NH Revised Statutes Annotated (RSA) 135-C and the rules adopted pursuant thereto, all NHH policies, and all standards of The Joint Commission (TJC) and

Centers for Medicare and Medicaid Services (CMS);

2.2.2.7.2. Establishes staffing needs, including but not limited, to psychiatric and related clinical personnel, on a periodic basis, with the Chief Medical Officer and CEO;

2.2.2.7.3. Serves in the capacity of the Chief Medical Officer in the event of the Chief Medical Officer's absence;

2.2.2.7.4. Participates with the Chief Medical Officer in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of patients;

2.2.2.7.5. Supervises all documentation requirements of all Staff Psychiatrists and other Contractor Personnel providing services at NHH and NHFH;

2.2.2.7.6. Participates with the Chief Medical Officer to conduct annual performance evaluations and disciplinary actions, as necessary, for all Staff Psychiatrists and other Contractor Personnel providing services at NHH and NHFH, including assisting the Chief Medical Officer;

2.2.2.7.7. Works with the Chief Medical Officer to perform an annual administrative review of all Contractor Personnel to ensure compliance with Department policies, including but not limited to: training; record keeping; matters of medical records; CPR and CMP training and/or retraining; TJC requirements; customer service responsibilities; information security, privacy, and HIPAA compliance; and attendance at mandated in-service training;

2.2.2.7.8. Complies with all applicable performance standards pertaining to Staff Psychiatrists;

2.2.2.7.9. Provides consultation to the Department relative to the development of the State of New Hampshire's mental health service system;

2.2.2.7.10. Promotes a customer service culture by adhering to and ensuring that Staff Psychiatrists adhere to

the established customer service guidelines for physicians;

2.2.2.7.11. Reports any known issues to the Chief Medical Officer and CEO regarding admissions, patient care or any other situation that may pose a significant risk to patients or the community or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by the Department;

2.2.2.7.12. Participates with the Chief Medical Officer and the CEO in the development of clinical budgets;

2.2.2.7.13. Participates in the recruitment of other clinical personnel, upon the request of the CEO;

2.2.2.7.14. Assists in establishing, subject to approval by the Chief Medical Officer and CEO, an employment schedule for all Contractor Personnel provided under this Agreement;

2.2.2.7.15. Assists the Chief Medical Officer and the CEO with the clinical supervision and education of all other clinical staff; and

2.2.2.7.16. Provides clinical coverage for other clinical staff as necessary due to absences or vacated positions.

2.2.3. **Staff Psychiatrists and Psychiatric Advanced Practice Registered Nurses (APRN)**

2.2.3.1. The Contractor shall ensure the ratio of patients to Staff Psychiatrists and Psychiatric APRNs is not less than 8:1, unless otherwise approved by the CEO for a specific period of time.

2.2.3.2. The Contractor shall ensure the ratio of Psychiatric APRNs to Staff Psychiatrists does not exceed 4:1.

2.2.4. **Staff Psychiatrists**

2.2.4.1. The Contractor shall ensure Staff Psychiatrists are physically present at NHH and NHFH a minimum of forty (40) hours per week. The Contractor shall ensure Staff Psychiatrists:

2.2.4.1.1. Have appropriate experience in the specialty in which they are board certified or eligible for certification.

2.2.4.1.2. Have completed an ACGME-approved residency program in psychiatry.

2.2.4.1.3. Formulate and implement treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, care and management of patients;

2.2.4.1.4. Maintain and direct a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with the Department norms;

2.2.4.1.5. Determine the appropriateness of admissions, transfers and discharges consistent with RSA 135-C;

2.2.4.1.6. Provide, in coordination with the Chief Medical Officer, the Associate Medical Director, and other staff physicians, on-call after-hours coverage and serve as on-site, after-hours coverage, on a 24-hour a day, 7-day a week, year round basis when necessary as determined by the CEO, Chief Medical Officer, and/or Associate Medical Director. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH;

2.2.4.1.7. Participate in the Medical Staff Organization and other administrative committees, assigned committees and task forces;

2.2.4.1.8. Complete medical and/or psychiatric consultation on patients from facilities other than NHH, consistent with current Department policy;

2.2.4.1.9. Complete, in a timely manner, all necessary documentation, as required by TJC and CMS standards;

2.2.4.1.10. Complete Occurrence Reports in compliance with Department policy;

2.2.4.1.11. Complete all medical record documentation, including ongoing and timely documentation of clinical care regarding medical necessity, including daily progress notes to document and support medical necessity, within timeframes as

specified by the NHH's Record Documentation policy and procedure and other relevant policies and procedures.

2.2.4.1.12. Adhere to all Department policies, including, but not limited to policies on Medical Records Documentation and Progress Notes;

2.2.4.1.13. Ensure that documentation is consistent with normative data collected by the Compliance Officer and Utilization Review Manager;

2.2.4.1.14. Provide other services as required, which are consistent with the mission of the Department;

2.2.4.1.15. Appear and testify in all court and administrative hearings, as required by the Department;

2.2.4.1.16. Develop and maintain positive relationships with Department staff, patients, families, advocates, community providers and other interest groups vital to the functioning the Department's system of care, including for the purpose of transition planning by adhering to Department standards; and

2.2.4.1.17. Participate in the utilization review processes, including appeals and other processes, as required by the Chief Medical Officer, Associate Medical Director, and/or the CEO.

2.2.4.2. The Contractor shall ensure a minimum of one (1) FTE Staff Psychiatrist is dedicated to provide services to the NHH inpatient stabilization unit (ISU).

2.2.4.3. The Contractor shall ensure a minimum of (1) FTE Staff Psychiatrist certified in forensics is dedicated to provide services to the NHH forensic unit, which does not exceed a 24:1 patient-to-provider ratio.

2.2.4.4. The Contractor shall ensure a minimum of (1) FTE Staff Psychiatrist is certified in addiction; be a physician who is certified in general psychiatry; and has significant clinical experience in addiction medicine. (A fellowship training and/or board certification in addiction medicine or addiction psychiatry is highly preferred.)

2.2.4.5. The Contractor shall ensure a minimum of (1) FTE Staff Psychiatrist is a Geropsychiatrist who has:

2.2.4.5.1. Completed an ACGME-approved residency program in psychiatry, and is board certified by the American Board of Psychiatry and Neurology in Psychiatry; and

2.2.4.5.2. Completed a one-year geropsychiatry fellowship and is specialty certified by the American Board of Psychiatry and Neurology in geriatric psychiatry. (Two (2) years of additional clinical experience in geriatric psychiatry may be substituted the one-year fellowship.)

2.2.4.6. The Contractor shall ensure Staff Psychiatrists provide services on a full-time basis as defined in Paragraph 1.4.3 above and limit their practice to treating NHH patients only, except for night and weekend staff, who may be working part-time or per diem.

2.2.4.7. Notwithstanding the above, the Department and Contractor agree that (i) Staff Psychiatrists may perform occasional outside practice duties, with the advance written approval of the CEO and Chief Medical Officer, but only if said duties do not, in the sole judgment of the CEO, interfere with the psychiatrists' duties at the Department; and (ii) Contractor Personnel may be permitted, subject to prior notice and the approval of both the Chief Medical Officer and CEO, to perform educational or research activities so long as those activities further the mission and goals of the Department. Staff Psychiatrists and Contractor Personnel approved for such activities shall provide monthly documentation and summary progress reports to the Chief Medical Officer and the CEO that specifies time spent devoted to educational or research activities.

2.2.4.8. The Contractor shall ensure Staff Psychiatrists participate in on-call, after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are provided 24 hours per day, 7 days per week. For this reason, the Contractor provides reports summarizing full-time equivalent staffing for each invoicing period. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH.

2.2.4.9. The Contractor agrees Staff Psychiatrists may also be required to participate in on-call, after-hours coverage as needed for NHFH upon commencement of patient services at NHFH.

2.2.5. **Psychiatric Advanced Practice Registered Nurses (APRN)**

2.2.5.1. The Contractor shall ensure Psychiatric APRNs possess an APRN degree and have board certification as Psychiatric–Mental Health Nurse Practitioner-Board.

2.2.5.2. The Contractor shall ensure Psychiatric APRNs provide clinical services in extended care and admissions areas with patients with severe mental illness and medical co-morbidities in accordance with the scope of practice described in RSA 326-B:11. The Contractor shall ensure Psychiatric APRNs:

2.2.5.2.1. Perform advanced assessments.

2.2.5.2.2. Diagnose, prescribe, administer and develop treatment regimens.

2.2.5.2.3. Provide consultation as appropriate.

2.2.5.2.4. Independently prescribe, dispense, and distribute psychopharmacologic drugs within the formulary and act as treatment team leaders in accordance with State New Hampshire law and medical staff by-laws.

2.2.5.2.5. Provide documentation in accordance with Department policy and the allowable scope of practice for APRNs.

2.2.6. **Chief Psychologist**

2.2.6.1. The Contractor shall provide one (1) FTE Chief Psychologist at NHH who is a clinical psychologist (PhD or Psy.D.). The Contractor shall ensure the Chief Psychologist:

2.2.6.1.1. Administers and analyzes psychological test batteries and clinical assessment interviews with acute psychiatric in-patients in a timely fashion, including: cognitive assessment; personality and psychiatric diagnoses; and treatment and discharge planning.

2.2.6.1.2. Provides expert clinical consultation to psychiatrists, neurologists, treatment team, guardians, and aftercare agencies, as well as at judicial hearings.

2.2.6.1.3. Works closely with psychiatric providers and other team members, as needed, to promote high quality patient care.

2.2.6.1.4. Determines and provides psychological treatment including but not limited to: crisis intervention; individual, behavioral and group therapy; cognitive training to acute psychiatric in-patients with severe impairment; and family counseling when indicated.

2.2.6.1.5. Consults with nursing and other staff about management of difficult patients.

2.2.6.1.6. Participates in and suggests Psychology quality assurance audits and clinical program evaluation efforts.

2.2.6.1.7. Collaborates with state-employed Psychologists, and their respective leadership, to develop consistent, evidence-based clinical practices throughout the organization.

2.2.7. **Psychologist**

2.2.7.1. The Contractor shall provide one (1) FTE Psychologist at NHH. The Contractor shall ensure the Psychologist who is a clinical psychologist (PhD or Psy.D.). The Contractor shall ensure the Psychologist:

2.2.7.1.1. Administers and analyzes psychological test batteries and clinical assessment interviews, including, but not limited to: cognitive assessments, personality and psychiatric diagnoses, and treatment and discharge planning.

2.2.7.1.2. Determines and provides psychological treatment.

2.2.7.1.3. Completes progress notes and other documentation.

2.2.8. **Forensic Psychologist**

2.2.8.1. The Contractor shall provide a minimum of one (1) FTE Forensic Psychologist at NHH to assist with serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients whom require inpatient psychiatric treatment. The Contractor shall ensure the Forensic Psychologist:

2.2.8.1.1. Is a clinical psychologist (PhD, Psy.D., or EdD with forensic experience);

2.2.8.1.2. Has significant clinical experience in forensic psychology; and

2.2.8.1.3. Has a certification in forensic psychology (preferred).

2.2.8.2. The Contractor shall ensure the patient-to-provider ratio for the Forensic Psychologist does not exceed 24:1 at NHH.

2.2.9. **Administrative Staff**

2.2.9.1. The Contractor shall provide a minimum of one half (.50) FTE Administrative Staff to provide administrative support at NHH to clinical staff. The Contractor shall ensure the Administrative Staff:

2.2.9.1.1. Screen and assess relative priorities of correspondence, inquiries, and projects.

2.2.9.1.2. Organize systems of distribution and review of these items to ensure efficient communication.

2.2.9.1.3. Answer administrative questions on behalf of the Department in a professional manner in coordination with the Director of Psychiatry Administration and Chief Medical Officer.

2.2.9.1.4. Respond to routine correspondence in a timely manner.

2.2.9.1.5. Compose drafts of selected correspondence, special studies, and/or finishes documents.

2.2.9.1.6. Develop and maintain a filing system for all files related to the contract between the Department and the Contractor.

2.2.9.1.7. Conduct special studies of an administrative nature.

2.2.9.1.8. Serve as resource person who is able to direct persons and inquiries, provide information, and recognize and assess developing situations of significance to the overall functioning of the Contractor within NHH and NHFH.

2.2.9.1.9. Monitor budget accounts, attendance and schedules of providers related to the contract with NHH.

2.2.9.1.10. Schedule weekend and holiday provider coverage at NHH and NHFH in coordination with the Associate Medical Directors

2.2.9.1.11. Provide reports and other data to ensure proper contract billing.

2.2.9.1.12. Manage and complete multiple priorities by established deadlines.

2.2.9.1.13. Support medical provider teams with communication, data extraction and other administrative tasks.

2.2.9.1.14. Support QI/QA/Key Performance Indicator monitoring and reporting in conjunction with the Associate Medical Director.

2.2.9.1.15. Support all contracted providers with administrative tasks required by the Contractor, including but not limited to expense tracking, time attestations, and compliance monitoring.

2.2.9.1.16. Perform other duties as required or assigned.

2.3. **New Hampshire Forensic Hospital**

2.3.1. **Forensic Psychiatrists**

2.3.1.1. The Contractor shall provide a minimum of two (2) FTE Forensic Psychiatrists to provide services at NHFH upon completion of the NHFH. The Contractor shall ensure all Forensic Psychiatrists:

2.3.1.1.1. Have appropriate experience in the specialty in which they are boarded or board eligible; and

2.3.1.1.2. Have completed an ACGME-approved residency program in psychiatry.

2.3.1.1.3. Formulate and implement treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, care and management of patients;

2.3.1.1.4. Maintain and direct a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with Department norms;

2.3.1.1.5. Determine the appropriateness of admissions, transfers and discharges, consistent with RSA 135-C;

2.3.1.1.6. Participate in the Medical Staff Organization and other administrative committees at NHH and/or NHFH, assigned committees and task forces;

2.3.1.1.7. Complete medical and/or psychiatric consultation on patients from facilities other than NHFH, consistent with Department policy;

2.3.1.1.8. Complete all necessary documentation, as required, by TJC and CMS standards;

2.3.1.1.9. Complete Occurrence Reports in compliance with Department policy;

2.3.1.1.10. Complete all medical record documentation, including ongoing and timely documentation of clinical care regarding medical necessity, including daily progress notes to document and support medical necessity, within timeframes as specified by the Department's Medical Record Documentation policy and procedure and other relevant policies and procedures.

2.3.1.1.11. Ensure documentation is consistent with normative data collected by the Compliance Officer and Utilization Review Manager;

2.3.1.1.12. Provide other services as required, which are consistent with the mission of NHH and NHFH, and the intent of this Agreement;

2.3.1.1.13. Appear and testify in all court and administrative hearings as required by the Department;

2.3.1.1.14. Develop and maintain positive relationships with Department staff, patients, families, advocates, community providers and other interest groups vital to the functioning of the Department's system of care, including for the purpose of transition planning. In accomplishing this requirement, the Contractor shall ensure psychiatrists adhere to Department standards;

2.3.1.1.15. Participate in utilization review processes, including appeals and other processes, as

required by the Chief Medical Officer, Associate Medical Director, and/or CEO; and

2.3.1.1.16. Participate in on-call afterhours coverage and serve as on-site, after-hours coverage, on a 24-hour a day, 7-day a week, year round basis when necessary as determined by the CEO, Chief Medical Officer, and/or Associate Medical Director. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH.

2.3.1.2. The Contractor agrees Forensic Psychiatrists may also be required to participate in on-call, after-hours coverage for NHH, as needed.

2.3.1.3. The Contractor shall ensure all Forensic Psychiatrists provide services on a full-time basis as defined in Paragraph 1.4.3 above and limit their practice to treating Department patients only.

2.3.1.4. Notwithstanding the above, the Contractor agrees Forensic Psychiatrists may perform occasional outside practice duties, with the advance written approval of the CEO and Chief Medical Officer, but only if said duties do not, in the sole judgment of the CEO, interfere with the psychiatrists' duties at the Department.

2.3.1.5. The Contractor shall ensure Forensic Psychiatrists participate in on-call, after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are provided 24 hours per day, 7 days per week. For this reason, the Contractor shall provide reports summarizing full-time equivalent staffing for each invoicing period.

2.3.2. **Forensic Psychologists**

2.3.2.1. The Contractor shall provide a minimum of two (2) FTE Forensic Psychologists at NHH to assist with serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients who require inpatient psychiatric treatment. The Contractor shall ensure Forensic Psychologists:

2.3.2.1.1. Are clinical psychologists (PhD or Psy.D.);

2.3.2.1.2. Have significant clinical experience in forensic psychology; and

2.3.2.1.3. Have certification in forensic psychology (preferred).

2.3.2.2. The Contractor shall ensure one (1) Forensic Psychologist provides services beginning in State Fiscal Year 2022 that include, but are not limited to:

2.3.2.2.1. Assisting with the design and operational planning for NHFH;

2.3.2.2.2. Developing workflows and policies for NHFH;

2.3.2.2.3. Assisting in ensuring regulatory readiness for NHFH;

2.3.2.2.4. Supporting TJC accreditation process for NHFH; and

2.3.2.2.5. Serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients whom require inpatient psychiatric treatment, upon commencement of services at NHFH.

2.3.2.3. The Contractor shall ensure the (2) Forensic Psychologists provide full-time clinical services to patients of NHFH upon the opening of the facility.

2.3.2.4. The Contractor shall ensure the patient-to-provider ratio for the Forensic Psychologists does not exceed 12:1 at NHFH.

2.3.3. **Behavioral Analyst**

2.3.3.1. The Contractor shall provide a minimum of one (1) FTE Board Certified Behavioral Analyst who provides services to the Department upon completion of NHFH. The Contractor shall ensure the Behavioral Analyst:

2.3.3.1.1. Coordinates and provides services in applied behavioral analysis, function analyses and assessment, behavior acquisition and reduction procedures, and adaptive life skills;

2.3.3.1.2. Provides ongoing support to clinical staff as it relates to the implementation and documentation associated with behavior plans;

2.3.3.1.3. Assists in the development and implementation of assessment tools, conducts functional assessments and analyses when appropriate, and develops appropriate behavior strategies to

teach appropriate behavior and reduce maladaptive behaviors;

2.3.3.1.4. Provides ongoing support and training to direct care professionals, clinical staff and other individuals, including, but not limited to, patients' guardians, as needed;

2.4. **Glencliff Home**

2.4.1. **Medical Director**

2.4.1.1. The Contractor shall provide one (1) part-time Geropsychiatrist to serve as the Medical Director for two (2) days per week (sixteen (16) hours per week) at Glencliff Home. The Contractor shall ensure the Medical Director:

2.4.1.1.1. Coordinates all medical care and direct psychiatric services, treatment and associated follow-up to all residents of Glencliff Home;

2.4.1.1.2. Completes and appropriately documents care for all individuals requiring care, as identified by Glencliff Home clinical and nursing staff;

2.4.1.1.3. Provides administrative functions, including but not limited to policy review and establishment that reflect current standards of practice; oversight of physicians; attendance at mandatory committee meetings, including but not limited to quality assurance and performance improvement (QAPI), infection control, and admissions; regularly review the use of psychotropic medications for compliance with the Omnibus Budget Reconciliation Act (OBRA) regulations; and the provision of other assistance in meeting standards for annual State inspections and Federal regulations;

2.4.1.1.4. Prepares for, travels as necessary, and delivers expert testimony in probate court, as needed, on matters that may include, but are not limited to, guardianship cases, electroconvulsive therapy, and do not resuscitate orders;

2.4.1.1.5. Provides written patient evaluations on each patient as frequently as required by the Department but in no case less than once per calendar year; and

2.4.1.1.6. Serves as liaison with other organizations, including, but not limited to NHH, when a Glencliff Home resident is receiving services at another healthcare institution.

2.4.1.2. The Contractor shall ensure routine or emergency telephone consultation is provided by the Medical Director or an equally qualified physician at no additional cost, twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, to Glencliff Home.

2.5. **Additional Requirements for NHH and NHFH only - Service Area #1 -**

2.5.1. The Contractor shall ensure inter-disciplinary case reviews are completed on 100% of patients who are clinically stable for greater than fifteen (15) days and still admitted to NHH and NHFH.

2.5.2. The Contractor shall ensure that staffing is maintained at a level that ensures no impact on the number of NHH and NHFH beds available and that NHH and NHFH units do not stop admissions due to the lack of coverage for staff provided by the Contractor.

2.5.3. The Contractor shall ensure that on-call after-hours coverage is provided by no less than one (1) full-time Psychiatrist. Additional personnel who provide coverage may be either a Psychiatrist or a Psychiatric APRN.

2.5.4. The Contractor shall ensure on-call after-hours coverage is assigned in one-week increments in rotation among the full-time NHH and NHFH psychiatric staff.

2.5.5. The Contractor shall ensure the on-site after-hours coverage on weekdays, weekends and holidays is provided by a Psychiatrist or Psychiatric Advanced Practice Registered Nurse (APRN). The Contractor shall ensure staff are certified or eligible for certification by the American Board of Psychiatry and Neurology, or, is in training in an accredited psychiatry residency program with at least three years of training experience, or is credentialed as a Psychiatric APRN through the American Nurse Credentialing Center or equivalent credentialing body.

2.5.6. The Contractor shall maintain a pool of Psychiatrists or Psychiatric APRNs, or a combination thereof, who are credentialed with NHH and NHFH for the after-hours work, and the after-hours staff are assigned to in-house after-hours coverage by the Chief Medical Officer or Associate Medical Officer with a six (6) month rolling calendar. The Contractor shall ensure the pool is of sufficient size and appropriate qualifications to ensure the ability to meet the staffing level requirements and performance standards specified herein.

2.5.7. At the request of the CEO, staff provided by the Contractor shall provide tele-psychiatry or offsite consultation. The Contractor shall ensure staff who conduct tele-psychiatry have professional malpractice insurance in effect, in an amount satisfactory to the Department, and meet all credentialing and provider enrollment guidelines pertinent to providing tele-health services.

2.6. **Performance Standards and Outcomes for NHH and NHFH only – Service Area #1**

2.6.1. The Contractor's performance standards and outcomes shall be monitored to ensure:

2.6.1.1. Within forty-five (45) days of the assignment of the Chief Medical Officer, and annually thereafter, the Contractor and CEO, in consultation with the Chief Medical Officer, shall develop a list of performance metrics, which shall be updated on an annual basis at a minimum, based upon the deliverables, functions and responsibilities of the Chief Medical Officer, subject to approval by the CEO, which shall be reviewed for approval on a quarterly basis.

2.6.1.2. Services provided by the Chief Medical Officer are satisfactory to the Department. The Contractor shall, no less than annually and more frequently if required by the Department, provide an evaluation tool to solicit input from the CEO regarding the Chief Medical Officer's provision of services.

2.6.1.3. A corrective action plan is developed to address any material concerns, as defined by the CEO, in the evaluation tool, and provide a copy of the plan to the CEO for review and approval.

2.6.1.4. The Contractor shall maintain staffing levels at all times to mitigate any impact on the number of beds available and interrupted admissions due to the lack of staffing coverage.

2.7. **Key Performance Indicators for NHH and NHFH only - Service Area #1**

2.7.1. The Contractor shall ensure providers at NHH and NHFH comply with the following Key Performance Indicators:

2.7.1.1. Psychiatric Progress Notes

2.7.1.1.1. Completed daily on patients who are certified as acute inpatient level of care.

2.7.1.1.2. Completed within 24 hours of seeing a patient.

2.7.1.1.3. Completed not less than five (5) times per week or unless otherwise specified by the CEO, their

designee or the Department, on patients who are no longer acute level of care.

2.7.1.1.4. Content as it pertains to:

2.7.1.1.4.1. CMS local coverage determinations for NHH and NHFH; and

2.7.1.1.4.2. NHH and NHFH facility's policies and procedures.

2.7.1.2. Patient Length of Stay

2.7.1.2.1. Evaluation through data collection and case review of active treatment during patient stay.

2.7.1.3. CMS Certification Guidelines

2.7.1.3.1. Certifications and/or re-certification conducted in accordance to required CMS and NHH and NHFH timeframes.

2.7.1.3.2. Assigned certification status is clearly supported in psychiatric progress notes.

2.7.1.4. Standardized Process

2.7.1.4.1. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.

2.7.1.4.2. Individual metrics are developed based on the target outcomes of the standardized work.

2.7.1.5. Treatment Plans

2.7.1.5.1. Provider specific portions of treatment plans are completed within 24 hours of admission.

2.7.1.5.2. Performance measured by periodic audits which are provided to the Chief Medical Officer and CEO.

2.7.1.5.3. Content as it pertains to:

2.7.1.5.3.1. CMS local coverage determinations for NHH and their associates' policies; and

2.7.1.5.3.2. NHH and NHFH policies and procedures.

2.7.1.6. Annual Reviews

2.7.1.6.1. The Chief Medical Officer or designee must conduct and document annual reviews on all Contractor Personnel providing services under this Agreement. The Contractor shall ensure performance evaluations are in compliance with professional standards for evaluations per CMS and TJC guidelines.

2.8. **Quality Assurance and Monitoring Plan for NHH and NHFH only - Service Area #1**

2.8.1. The Contractor shall submit a Quality Assurance and Monitoring Plan, subject to approval, and subsequent modification as required by the Department. The Contractor shall ensure the Quality Assurance and Monitoring Plan addresses at a minimum:

2.8.1.1. Ensuring adequate staffing to operate NHH and NHFH beds at full utilization;

2.8.1.2. Ensuring Contractor's staff receive necessary supervision and training to perform the assigned tasks;

2.8.1.3. Ensuring patients receive care consistent with evidence-based care; and

2.8.1.4. Creating and implementing the highest standard practices to protect the safety of patients, staff, and visitors.

2.8.2. The Contractor shall ensure the Chief Medical Officer monitors progress toward the stated goals in the Quality Assurance and Monitoring Plan and provides reports to the CEO and Contractor on a quarterly basis.

2.8.3. The Contractor shall ensure the Chief Medical Officer meets with the CEO and Contractor at minimum on a quarterly basis to review progress toward Quality Assurance and Monitoring Plan goals, as well as Key Performance Indicators specified in Subsection 2.7. above.

2.8.4. The Contractor shall oversee the performance of the Chief Medical Officer toward these Quality Assurance and Monitoring goals.

2.8.5. The Contractor shall review and revise the Quality Assurance and Monitoring Plan, in consultation with the CEO on an annual basis, or as otherwise requested by the Department.

3. **Service Area #2 Non-Emergent Medical Services**

3.1. **New Hampshire Hospital and New Hampshire Hospital Forensic Hospital**

3.1.1. **General Medical Director**

3.1.1.1. The Contractor shall provide one (1) FTE physician to serve as the General Medical Director at NHH and at NHFH upon commencement of patient services at NHFH.

3.1.1.2. The Contractor shall ensure the General Medical Director is physically present at NHH and/or NHFH a minimum of forty (40) hours per week and oversees all clinical staff in Service Area #2 referenced herein. The Contractor shall ensure the General Medical Director:

3.1.1.2.1. Is a primary care or internal medicine physician who has completed residency with at least three (3) years of experience in supervising primary care clinicians. (A board certification in a primary care field is preferred.)

3.1.1.2.2. Provides consultation for infection prevention and infection control practices and protocols;

3.1.1.2.3. Assumes a leadership role in maintaining and improving medical standards of care for patients;

3.1.1.2.4. Partners with state-employed medical providers to provide evidence-based medical care to patients of NHH and NHFH; and

3.1.1.2.5. Educates staff in the appropriate application of evidence based practices and protocols for medical care.

3.1.2. **General Internist/Hospitalist**

3.1.2.1. The Contractor shall provide one (1) FTE General Internist/Hospitalist. The Contractor shall ensure the General Internist/Hospitalist:

3.1.2.1.1. Is a primary care or internal medicine physician who has completed residency with at least three (3) years of experience. (A board certification in a primary care field is preferred.)

3.1.2.1.2. Provides general medical care to patients at NHH and NHFH.

3.1.2.1.3. Consults with specialists statewide to improve medical comorbidities for patients at NHH and NHFH.

3.1.2.1.4. Coordinates care with local community hospitals to ensure patients receive hospital-level medical care, if needed, outside of NHH and NHFH.

3.1.2.1.5. Assists and participates in various hospital-wide initiatives, including, but not limited to, vaccination clinics, medical testing events, and other functions that may result from a pandemic, or other public health related event.

3.1.3. **Nurse Practitioner**

3.1.3.1. The Contractor shall provide one (1) FTE Nurse Practitioner to complete primary, acute, and specialty healthcare services. The Contractor shall ensure the Nurse Practitioner:

3.1.3.1.1. Completes a board certification competency-based examination, with credentials that remain valid for five (5) years, and completes specific continuing education requirements to renew specialty certifications as needed.

3.1.3.1.2. Assesses, diagnoses, and provides patients with psychotherapy.

3.1.3.1.3. Treats patients with diagnosed disorders along with medical comorbidities that require attention during their admission.

3.1.3.1.4. Consults with specialists statewide to improve medical comorbidities for patients at NHH and NHFH.

3.1.3.1.5. Coordinates care with local community hospitals, to ensure patients receive hospital-level medical care, if needed, outside of NHH and NHFH.

3.1.3.1.6. Assists and participates in various hospital-wide initiatives, such as vaccination clinics, medical testing events, and other functions that may result from a pandemic, or other public health related event.

3.1.4. **Administrative Staff**

3.1.4.1. The Contractor shall provide a minimum of one half (.50) FTE Administrative Staff to provide administrative support at NHH to clinical staff. The Contractor shall ensure the Administrative Staff:

3.1.4.1.1. Screen and assess relative priorities of correspondence, inquiries, and projects.

3.1.4.1.2. Organize systems of distribution and review of these items to ensure efficient communication.

3.1.4.1.3. Answer administrative questions on behalf of the Department in a professional manner in coordination with the Director of Psychiatry Administration and Chief Medical Officer.

3.1.4.1.4. Respond to routine correspondence in a timely manner.

3.1.4.1.5. Compose drafts of selected correspondence, special studies, and/or finishes documents.

3.1.4.1.6. Develop and maintain a filing system for all files related to the contract between the State and the Contractor.

3.1.4.1.7. Conduct special studies of an administrative nature.

3.1.4.1.8. Serve as resource person who is able to direct persons and inquiries, provide information, and recognize and assess developing situations of significance to the overall functioning of Contractor within NHH and NHFH.

3.1.4.1.9. Monitor budget accounts, attendance and schedules of providers related to the contract with the Department.

3.1.4.1.10. Schedule weekend and holiday provider coverage at NHH and/or NHFH in coordination with the Associate Medical Directors

3.1.4.1.11. Provide reports and other data to ensure proper contract billing.

3.1.4.1.12. Manage and complete multiple priorities by established deadlines.

3.1.4.1.13. Support medical provider teams with communication, data extraction and other administrative tasks.

3.1.4.1.14. Support QI/QA/Key Performance Indicator monitoring and reporting in conjunction with the Associate Medical Director.

3.1.4.1.15. Support all contracted providers with administrative tasks required by the Contractor, including but not limited to expense tracking, time attestations, and compliance monitoring.

3.1.4.1.16. Perform other duties as required or assigned.

3.2. **Additional Requirements - Service Area #2**

3.2.1. For all non-urgent medical consult requests, Contractor Personnel shall review and issue either an approval or an alternative treatment recommendation within the next business day (non-holiday or weekend) of a non-urgent consult request being made.

3.2.2. The Contractor shall act upon all urgent and/or emergent medical consult requests within one (1) hour of a consult request being made.

3.2.3. The Contractor shall complete a history and physical (H&P) for all patients within 24 hours of admission, and every 30 days thereafter; for patients with a length of stay (LOS) greater than 30 days at NHH and NHFH.

3.2.4. The Contractor shall ensure provider staff provide on-call, after-hours coverage above the 40-hour week to ensure on-call physician services are available 24 hours per day, 7 days per week. For the avoidance of doubt, the parties agree that there will be one on-call pool of Contractor Personnel providing call coverage services to NHH and NHFH.

3.3. **Performance Standards and Outcomes - Service Area #2**

3.3.1. The Contractor shall maintain staffing levels at all times to mitigate any impact on the number of beds available and interrupted admissions due to the lack of staffing coverage.

3.4. **Key Performance Indicators - Service Area #2**

3.4.1. The Contractor shall ensure providers comply with the following Key Performance Indicators:

3.4.1.1. Progress Notes

3.4.1.1.1. Completed within 24 hours of seeing a patient.

3.4.1.1.2. Content as it pertains to:

3.4.1.1.2.1. CMS local coverage determinations for NHH and their associates' policies; and

3.4.1.1.2.2. NHH and NHFH policies and procedures.

3.4.1.2. Standardized Process

3.4.1.2.1. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.

3.4.1.2.2. Individual metrics are developed based on the target outcomes of the standardized work.

3.4.1.3. Treatment Plans

3.4.1.3.1. Provider specific portions of treatment plans are completed within 24 hours of admission.

3.4.1.3.2. Performance measured by random monthly audits which are provided to the Utilization Management Committee.

3.4.1.3.3. Content as it pertains to:

3.4.1.3.3.1. CMS local coverage determinations for NHH and their associates' policies; and

3.4.1.3.3.2. Department policies and procedures.

3.4.1.4. Annual Reviews

3.4.1.4.1. Annual reviews are documented on all Contractor Personnel performing services under this Agreement. The Contractor shall ensure performance evaluations are in compliance with professional standards for evaluations per CMS and TJC guidelines.

3.4.2. Upon request by the Department, the Contractor shall identify additional performance metrics, develop performance goals, establish monitoring processes and engage in collaborative performance evaluation processes for Service Area #2.

3.5. **Quality Assurance and Monitoring Plan - Service Area #2**

3.5.1. The Contractor shall submit a Quality Assurance and Monitoring Plan, subject to approval, and subsequent modification as required by the Department. The Contractor shall ensure the Quality Assurance and Monitoring Plan addresses at a minimum:

3.5.1.1. Ensuring adequate staffing to operate NHH and NHFH beds at full utilization;

3.5.1.2. Ensuring the Contractor's staff receive necessary supervision and training to perform the assigned tasks;

3.5.1.3. Ensuring that patients receive care consistent with evidence-based care; and

3.5.1.4. Creating and implementing the highest standard practices to protect the safety of patients, staff, and visitors.

3.5.2. The Contractor shall ensure the General Medical Director monitors progress toward the stated goals in the Quality Assurance and Monitoring Plan and provides reports to the CEO and a representative of the Contractor on a quarterly basis.

3.5.3. The Contractor shall ensure the General Medical Director meets with the CEO and Contractor on a quarterly basis to review progress toward Quality Assurance and Monitoring Plan goals, as well as Key Performance Indicators specified in Subsection 3.4. above.

3.5.4. The Contractor shall oversee the performance of the General Medical Director toward these Quality Assurance and Monitoring goals.

3.5.5. In consultant with the CEO, the Contractor shall review and revise the Quality Assurance and Monitoring Plan on an annual basis, or as otherwise requested by the Department.

4. Additional Requirements – All Service Areas

4.1. Subject to Section 4.3, the Contractor shall ensure all assignments for all staffing positions are covered on a daily basis, and, if providing staff to NHH and NHFH, are responsible for reporting out on staffing assignments during daily safety huddles at NHH and NHFH.

4.2. The Contractor shall ensure all staffing positions provided are continuously filled or in active recruitment. The Contractor shall provide the appropriate Department designee with monthly updates on the recruitment process for all unfilled positions.

4.3. The Contractor shall be solely responsible for providing, at no additional cost to the Department, qualified, sufficient staff coverage to fill any gap in coverage during any anticipated leave time, including sick leave, vacation, or continuing medical education leave lasting more than five (5) consecutive days unless otherwise agreed upon on a case-by-case basis by the CEO, and for providing appropriate transition between staff covering for those on leave. Qualified sufficient staff coverage means personnel who meet or exceed the qualifications of the vacating staff member.

4.4. The Contractor shall track and report staffing levels by FTE units on a monthly basis to the Department. The Contractor shall not be required to provide hourly timecards for clinical staff. The Contractor shall provide hourly timecards for non-clinical staff that summarize hours worked for each invoicing period.

4.5. The Contractor shall ensure the care needs of patients are fully addressed by modifying the number of hours per week worked by FTE and/or Part-Time FTE staff, as requested by the Department. The Contractor shall ensure Part-Time FTE staff work the appropriate number of hours in accordance with FTE allocation.

4.6. In the event of a healthcare system emergency, as determined by the Department, including but not limited to a local epidemic, pandemic, facility closures, or mass-quarantine in which additional staffing or resources are required due to a surge of individuals requiring services, the Contractor may also be required to adjust the total number of staff, both full-time and part-time, to fully address the care needs of patients.

4.7. All personnel provided by the Contractor shall be subject to approval by the Department prior to notifying candidates of assignment or hire. The Department will inform the Contractor of any applicable Department designee for this purpose per Service Area or position.

4.8. The Department, at its sole discretion, may rescind, either permanently or temporarily, its approval of any Contractor Personnel providing any services for any of the following reasons:

4.8.1. Suspension, revocation or other loss of a required license, certification or other contractual requirement to perform such services under the contract;

4.8.2. Provision of unsatisfactory service based on malfeasance, misfeasance, insubordination or failure to satisfactorily provide required services;

4.8.3. Arrest or conviction of any felony, misdemeanor, or drug or alcohol related offense;

4.8.4. Abolition of the role due to a change in organizational structure, lack of sufficient funds or like reasons; or

4.8.5. Any other reason that includes, but is not limited to: misconduct; violation of Department policy; violation of state or federal laws and regulations pertaining to the applicable Department service area; or a determination made by the Department that the individual presents a risk to the health and safety of any staff member or any individual served by the Department.

4.9. In the event of such rescission, the Department shall, to the extent possible, provide the Contractor with reasonable advanced notice and the applicable reason. The Contractor shall ensure the applicable staff member(s) are prohibited from providing services for the period of time that the Department exercises this right. No additional payments will be paid by the State of New Hampshire for any staff removed from duty by the Department for any reason. The Contractor:

4.9.1. Shall, unless the Contractor Personnel was removed from providing services under Section 4.8.4, provide replacement personnel who meet all of the applicable requirements under the contract, including

but not limited to being subject to Department approval specified in 4.7.;

4.9.2. Shall be responsible for providing transition services to the applicable Service Area to avoid the interruption of services and administrative responsibilities at no additional cost to the Department;

4.9.3. Shall furnish replacement staff, within ten (10) business days, who meet all of the requirements for the applicable position under the resulting contract(s) if the duration of a temporarily rescinded approval is greater than seven (7) calendar days. The Contractor shall be informed by the Department the anticipated duration for which approval will remain rescinded. The Contractor shall be responsible for providing, at no additional cost to the Department, transition services to the Department to avoid service interruption;

4.9.4. May initiate, at the sole discretion of the Contractor, any internal personnel actions against its own employees. Nothing herein prohibits the Contractor from seeking information from the Department regarding the Department's decision, unless information is otherwise restricted from disclosure by the Department based on internal Department policies or rules, State of New Hampshire personnel policies, rules, collective bargaining agreements, or other state or federal laws.

4.9.5. The Contractor shall ensure that, prior to providing the applicable services for the applicable Department service area or facility, all required licenses, certifications, privileges, or other specified minimum qualifications are met for all staff, and where applicable, are maintained throughout the provision of services for the full term of the Contract. The Contractor shall provide the applicable Department designee with a copy of all documents. The Contractor shall not hold the Department financially liable for any fees or costs for any licenses, certifications or renewal of same, nor for any fees or costs incurred for providing copies of said licenses or certifications.

4.9.6. In addition to any approvals required by the Contractor for employees, the Contractor shall ensure staff provide timely, prior notification to the applicable Department designee for any anticipated leave time, unless otherwise stated herein for a specific position or service area. The Contractor shall ensure that all staff provided have a standard amount of vacation and sick time, subject to the normal and customary employee benefits and policies of the Contractor. However, the Contractor shall ensure staff abide by the State holiday schedule.

4.10. The Contractor shall ensure annual performance reviews are completed for all Contractor Personnel. The Contractor shall incorporate feedback from the

applicable Department designee for such reviews. The Contractor shall ensure that goal development is responsive to the evolving needs of the Department over the course of the contract period.

4.11. The Contractor shall be responsible for managing all employee relations and performance management issues for the staff provided, in accordance with the Contractor's policies and procedures, Medical Service Organization (MSO) by-laws, and applicable NHH, NHFH, Glencliff Home, and/or State of New Hampshire policies.

4.12. Prior to commencing work, the Contractor shall ensure all personnel provided undergo the following criminal background, registry, screening and medical examinations:

4.12.1. Criminal Background (including New Hampshire criminal background);

4.12.2. Bureau of Elderly and Adult Services State Registry;

4.12.3. Division for Children, Youth and Families Central Registry; and

4.12.4. Physical capacity examination.

4.13. The Contractor shall ensure Contractor Personnel assigned to perform services under the Agreement comply with all Department requirements, policies, and procedures relative to infection prevention, mitigation, and control to mitigate the risks of disease transmission prior to the commencement of services.

4.14. The Contractor shall ensure that the criminal background, registry, screening and medical examinations above are kept current as required and in accordance with the Department's confidentiality policy; the Department receives copies of all required documentation prior to the commencement of services and is not responsible for any costs incurred in obtaining the documentation.

4.15. The Contractor shall not utilize any personnel, including subcontractors, to fulfill the obligations of the contract, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The Contractor shall initiate a criminal background check re-investigation of all personnel provided every five (5) years. The Contractor shall ensure the five (5) year period is based on the date of the last criminal background check conducted by the Contractor or their agents.

5. State-Owned Devices, Systems and Network Usage

5.1. Contractor personnel must use a state-issued device, including, not limited to computers, tablets, or mobile telephones, in the fulfilling the requirements of the contract. The Contractor shall ensure all Contractor Personnel:

5.1.1. Use the information that they have permission to access solely for the provision of services hereunder or conducting official state business. All other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall, except as necessary to provide services hereunder, Contractor workforce or agents access or attempt to access information without having the express authority of the Department to do so;

5.1.2. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

5.1.3. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State of New Hampshire can be used by the Contractor. Non-standard software shall not be installed on any equipment unless authorized by the Department's Information Security Office;

5.1.4. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems." The Contractor understands and agrees that use of email shall follow Department and State of New Hampshire standard policies; and

5.1.5. Use the internet and/or Intranet for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy of the Department. At no time should the internet be used for personal use.

6. Exhibits Incorporated

6.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

6.2. The Contractor shall manage all confidential data related to this Agreement in

accordance with the terms of Exhibit K, DHHS Information Security Requirements.

6.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

7. Reporting Requirements

7.1. Service Area #1

7.1.1. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations and/or the Department, the Contractor shall submit a written report, in a form specified by the Department, to the Department documenting the services provided by the Contractor's staff with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers.

7.1.2. In addition to other reports as agreed to by the Department and the Contractor, the Contractor shall submit a written report on an annual basis to the Department that describes the services rendered by the clinical staff, as well as the Contractor's performance pursuant to the requirements of the contract during the preceding contract year.

7.2. Service Area #2

7.2.1. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations and/or the Department, the Contractor shall submit a written report, in a form specified by the Department, to the Department documenting the services provided by the Contractor's staff with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers.

7.2.2. In addition to other reports as agreed to by the Department and the Contractor, the Contractor shall submit a written report on an annual basis to the Department that describes the services provided by the General Medical Director and clinical staff, as well as the Contractor's performance pursuant to this Agreement during the preceding contract year.

7.3. All Service Areas

7.3.1. The Contractor shall provide monthly staff reports to the Department to sufficiently document actual staffing levels and services rendered. Monthly staff reports shall include the following:

7.3.1.1. Monthly staffing schedule;

7.3.1.2. FTE by position in accordance with the resulting contract(s);

7.3.1.3. Actual FTE worked within the monthly reporting period by clinical position; and

7.3.1.4. Actual FTE allocated to sick time, leave time, or any other non-clinical time within the monthly reporting period by clinical position.

8. Additional Terms

8.1. Impacts Resulting from Court Orders or Legislative Changes

8.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State of New Hampshire has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith. In the event that any future state or federal legislation or court order impacts the Services described herein, the Department shall provide the Contractor with reasonable advanced notice of any necessary modification to Service priorities and expenditure requirements. The parties agree to cooperate in the implementation and planning of any such modification and the Department shall consider Contractor's reasonable requests with respect to such modifications. Notwithstanding the foregoing, the Department shall retain the final right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance with any future state or federal legislation or court orders that have an impact on the Services described herein.

8.2. Credits and Copyright Ownership

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

8.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

8.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

8.2.3.1. Brochures.

8.2.3.2. Resource directories.

8.2.3.3. Protocols or guidelines.

8.2.3.4. Posters.

8.2.3.5. Reports.

8.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

8.3. **Eligibility Determinations**

8.3.1. If the Contractor is permitted and required by the Department 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.

8.3.2. 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.

8.3.3. 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 in writing. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

8.3.4. 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.

9. Records

9.1. The Contractor shall keep records that include, but are not limited to:

9.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement, and all income received or collected by the Contractor.

9.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original

evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

10. Liquidated Damages

10.1. Liquidated damages are specified in, and may be assessed in accordance with, Exhibit C, Payment Terms, Section 14.

New Hampshire Department of Health and Human Services
Psychiatric and Medical Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 42% General funds.
   1.2. 58% Other funds (Provider Fees).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The Contractor shall provide services under this Agreement based on the Budget below per applicable Service Area and State Fiscal Year. The Contractor shall be compensated to provide and deliver the services described in Exhibit B, Scope of Services, on the basis of this Budget.

Budget					
Agreement Period by State Fiscal Year					
Service Area #1	**1/1/2022-6/30/2022**	**7/1/2022-6/30/2023**	**7/1/2023-6/30/2024**	**7/1/2024-6/30/2025**	**7/1/2025-6/30/2026**
	$5,396,232	$ 11,964,355	$ 12,323,286	$ 12,692,985	$ 13,073,774
Service Area #2	**1/1/2022-6/30/2022**	**7/1/2022-6/30/2023**	**7/1/2023-6/30/2024**	**7/1/2024-6/30/2025**	**7/1/2025-6/30/2026**
	$ 558,392	$ 1,150,288	$ 1,184,796	$ 1,220,340	$ 1,256,950

   3.1. The Contractor shall provide the Department within each Service Area a detailed personnel listing for all staff performing services on an annual basis for each State Fiscal Year, or more frequently as required by the Department, to ensure the accuracy of information contained therein and proper cost allocation. The Contractor shall ensure the listings:
      3.1.1. Include information for each Service Area which includes, but is not limited to:
         3.1.1.1. Staff names.
         3.1.1.2. Staff titles.
         3.1.1.3. Personnel costs inclusive of salary costs, fringe benefit costs, and indirect rates.
      3.1.2. Are in a format as determined and approved by the Department.

3.2. The Contractor shall automatically reduce invoices by the appropriate amount immediately in the event a Contractor Personnel position becomes vacant, and is not immediately filled. The Contractor can use temporary staffing to fill a position until a permanent staff member is identified.

3.3. The Contractor shall ensure all providers and/or clinical staff are fully credentialed and enrolled with insurance carriers prior to beginning work.

3.4. The Contractor shall bill for each Service Area separately.

4. The Contractor shall submit an invoice in a form satisfactory to the Department by the twentieth (20th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, with the exception of June invoices, which shall be submitted by the tenth (10th) of the following month The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

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

Financial Manager
Department of Health and Human Services
New Hampshire Hospital
121 South Fruit Street
Concord, NH 03301

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The Contractor shall designate a contact person to resolve any questions or discrepancies regarding invoices. The Contractor shall:

7.1. Provide the Department with the name, title, telephone number, fax number and email address of the contact person.

7.2. Notify the Department in the event the designated contact person changes.

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

9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with any funding requirements provided by the Department to Contractor in writing.

New Hampshire Department of Health and Human Services
Psychiatric and Medical Services

EXHIBIT C

10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

    13.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

        13.1.1. 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.

        13.1.2. 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.

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

    13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 30 days after the completion of the single audit or upon submission of the Contractor's single audit to the Federal Audit Clearinghouse 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.

    13.3. 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.

    13.4. 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.

14. **Liquidated Damages:**

14.1. **Continuity of Services:**

14.1.1. The Contractor and Department agree that the Contractor's failure to provide required staffing, required services, or meet the performance standards and reporting requirements as described in Exhibit B, Scope of Services, shall result in liquidated damages.

14.1.2. The Contractor and the Department agree that:

14.1.2.1. It will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor breaches this Agreement by failing to maintain the required staffing levels or by failing to deliver the required services, as described in Exhibit B, Scope of Services;

14.1.2.2. Any such breach by the Contractor will delay and disrupt the Department's operations and impact its ability to meet its obligations and lead to significant damages of an uncertain amount as well as a reduction of services; and

14.1.2.3. The liquidated damages as specified in this Exhibit C, Payment Terms, are reasonable and fair and not intended as a penalty.

14.2. **Notification:**

14.2.1. The Department shall make all assessments of liquidated damages. Prior to the imposition of liquidated damages, as described herein, the Department shall issue a written notice of remedies that will include, as applicable, the following:

14.2.1.1. A citation of the contract provision violated;

14.2.1.2. The remedies to be applied, and the date the remedies shall be imposed (cure period) for the Contractor to remedy such failure. A reasonable cure period will be determined by the Department based on service type, and to the extent possible, the notice will not be less than 30 days;

14.2.1.3. The basis for the Department's determination that the remedies shall be imposed;

14.2.1.4. A request for a written Corrective Action Plan from the Contractor below; and

14.2.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination.

14.2.2. The Contractor shall submit the written Corrective Action Plan referenced in Subparagraph 14.2.1.4 above to the Department for review within five (5) business days of receiving notification as specified in Subsection 14.2. Notification.

14.2.3. The Contractor agrees that the Corrective Action Plan is subject to the Department's approval prior to its implementation.

14.2.4. No liquidated damages will be assessed against Contractor if the parties have agreed to a Corrective Action Plan and the Contractor is in compliance with the terms of the Corrective Action Plan.

14.2.5. If the failure to perform by the Contractor is not resolved within the cure period as specified in the Corrective Action Plan, as approved by the Department, liquidated damages may be imposed retroactively to the date of failure to perform and will continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

14.2.6. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

14.3. **Liquidated Damages:**

14.3.1. Liquidated damages, if assessed, shall be in the amount of $1,000 per day for each day the Contractor fails to meet the general and specific service requirements for each Service Area as identified in Exhibit B, Scope of Services.

14.3.2. Liquidated damages, if assessed, shall be in the amount of $1,000 per day for each day the Contractor fails to meet and maintain the staffing levels identified in Exhibit B, Scope of Services.

14.3.3. Liquidated damages, if assessed, shall be in the amount of $1,000 per day for each day the Contractor fails to meet the performance standards identified in Exhibit B, Scope of Services.

14.3.4. Liquidated damages, if assessed, shall be in the amount of $1,000 per day for each day the Contractor fails to meet the reporting requirements identified in Exhibit B, Scope of Services.

14.3.5. Liquidated damages, if assessed, shall apply until the Contractor cures the failure cited in the notification described in Subsection 14.2, or until the resulting dispute is resolved in the Contractor's favor.

14.3.6. The amount of liquidated damages assessed by the Department shall not exceed the price limitation in Form P-37, General Provisions, Block 1.8 – Price Limitation.

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

14.4. **Assessment:**

14.4.1. The Department shall be entitled to assess and recover liquidated damages cumulatively under each section applicable to any given incident.

14.4.2. Assessment and recovery of liquidated damages by the Department shall be in addition to, and not exclusive of, any other remedies, including actual damages, as may be available to the Department for breach of contract, both at law and in equity, and shall not preclude the Department from recovering damages related to other acts or omissions by the Contractor under this Agreement. Imposition of liquidated damages shall not limit the right of the Department to terminate the Contract for default as provided in Paragraph 8 of the General Provisions (P-37).

14.5. **Damages Related to Failure to Document Medical Necessity:**

14.5.1. The Contractor shall be liable to the Department for any losses incurred by the Department which arise out of the failure of Contractor staff to provide the required documentation to support medical necessity as identified in Exhibit B, Scope of Services.

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials EJMM
Date 3/2/2022

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

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

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

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

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

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

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

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

Vendor Name:

DocuSigned by:
Edward J. Merrens, MD

3/2/2022

Date

Name: Edward J. Merrens, MD
Title: Chief Clinical Officer

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

3/2/2022
Date

DocuSigned by:
Edward J. Merrens, MD
Name: Edward J. Merrens, MD
Title: Chief Clinical Officer

DS
EJMM
Vendor Initials
3/2/2022
Date

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

Contractor Initials EJMM
Date 3/2/2022

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/2/2022
Date

DocuSigned by:
Edward J. Merrens, MD
Name: Edward J. Merrens, MD
Title: Chief Clinical 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.

DS
EJMM
Contractor Initials

Date 3/2/2022

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

3/2/2022
Date

DocuSigned by:
Edward J. Merrens, MD
Name: Edward J. Merrens, MD
Title: Chief Clinical Officer

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:

3/2/2022
Date

DocuSigned by:
Edward J. Merrens, MD
Name: Edward J. Merrens, MD
Title: Chief Clinical Officer

DS
EJMM
Contractor Initials
3/2/2022
Date

New Hampshire Department of Health and Human Services

Exhibit I

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement") agrees, as a Business Associate, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents who receive, use, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and the Agreement, and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Covered Entity," "Designated Record Set," "Data Aggregation," Designated Record Set," Health Care Operations," HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

c. "Protected Health Information" ("PHI") as used in this Agreement means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records relating to substance use disorder, if applicable, as defined below.

d. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

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

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit B, Scope of Services, of the Agreement. Further, Business Associate, including

but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, pursuant to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard; and

IV. For data aggregation purposes for the health care operations of the Covered Entity.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor, prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA or the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)n, and an agreement that the Covered Entity shall be considered a direct third party beneficiary of the Business Associate's business associate agreements with Business Associate's intended business associates, who will be receiving PHI pursuant to this BAA, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

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

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

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

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

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

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

    i. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

Practices and any changes thereto will be posted on the Covered Entity's website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm .

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

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

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

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

d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

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

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

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

Department of Health and Human Services	Dartmouth-Hitchcock Health
The State	Name of the Contractor
DocuSigned by: Joseph T. Caristi	DocuSigned by: Edward J. Merrens, MD
Signature of Authorized Representative	Signature of Authorized Representative
Joseph T. Caristi	Edward J. Merrens, MD
Name of Authorized Representative	Name of Authorized Representative
Chief Financial Officer, NH Hospital	Chief Clinical Officer
Title of Authorized Representative	Title of Authorized Representative
3/2/2022	3/2/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

DocuSigned by:
Edward J. Merrens, MD

3/2/2022
Date

Name: Edward J. Merrens, MD
Title: Chief Clinical Officer

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Contractor Initials

3/2/2022
Date

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: QYLXERHDAQL4

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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Contractor Initials EJMM
Date 3/2/2022

New Hampshire Department of Health and Human Services

DHHS Security Requirements

Exhibit K

A. Definitions

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

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

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

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

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

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

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

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

Contractor Initials EJMM

Date 3/2/2022

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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Contractor Initials _____

3/2/2022
Date _____

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

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

B. Disposition

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

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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Contractor Initials _____

3/2/2022

Date _____

health information and as applicable under State law.

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

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

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

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

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

V. LOSS REPORTING

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

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

Contractor Initials EJMM

Date 3/2/2022

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

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

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

VI. PERSONS TO CONTACT

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

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

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

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

Contractor Initials DS EJMM

Date 3/2/2022