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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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February 5, 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, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** contract with Concord Hospital, Inc. (VC#177653-B003), Concord, NH, to operate a single point of entry Doorway for individuals seeking access to substance use-related services and supports, with a price limitation of $3,650,772 of which $2,775,000 is a shared amount for unmet and flexible needs funding among all nine (9) Doorway contractors, with the option to renew for up to five (5) additional years, effective retroactive to September 30, 2024, upon Governor and Council approval through September 29, 2025. 84.25% Federal Funds. 15.75% Other Funds (Governor's Commission).

Funds are available in the following accounts 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.

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

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2025 | 074-500589 | Welfare Assistance | 92057070 | $656,829 |
| 2026 | 074-500589 | Welfare Assistance | 92057070 | $218,943 |
| | | | ***Subtotal*** | ***$875,772*** |

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

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2025 | 074-500589 | Welfare Assistance | 92057066 | $200,000 |
| 2025 | 074-500589 | Welfare Assistance | 92057070 | $1,500,000 |

| | | | | |
|---|---|---|---|---|
| 2026 | 074-500589 | Welfare Assistance | 92057070 | $500,000 |
| | | | ***Subtotal*** | ***$2,200,000*** |

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2025 | 102-500731 | Contracts for Prog Svc | 92058501 | $413,000 |
| 2026 | 102-500731 | Contracts for Prog Svc | 92058501 | $162,000 |
| | | | ***Subtotal*** | ***$575,000*** |
| | | | **Total** | **$3,650,772** |

## EXPLANATION

This request is **Retroactive** to avoid delays or gaps that would result in reduced or loss of access and supports for individuals in need of these critical services. The Substance Abuse Mental Health Services Administration (SAMHSA) notified the Department on September 24, 2024, of the availability of funding beyond the previous contract's completion date of September 29, 2024. Due to the delayed notification from SAMHSA, the Department was unable to present this request to the Governor and Council prior to the previous contract expiring. This request is **Sole Source**, based on the Contractor's existing role as a critical access point for substance use and other health-related services, existing partnerships with key community-based providers, the administrative infrastructure necessary to meet the Department's expectations for Doorway services and their ability to provide these services immediately, without interruption.

The Contractor will provide resources that strengthen existing prevention, treatment, and recovery support services by promoting engagement in the recovery process and ensuring access and referral to critical services that decrease rates of substance use disorders, opioid and stimulant-related misuses, overdoses, and deaths. The Contractor will provide immediate screening and assessment to determine the proper level of care for individuals; maintain mechanisms to immediately transport individuals to safe housing while awaiting treatment; and administer facilitated referrals and case management to assist individuals seeking services to properly navigate the prevention, treatment, and recovery system. Third party billing is utilized for services when possible, grant funds are utilized for non-billable support services and must be the payor of last resort.

Shared pool funding will remove barriers to care that often prevent people from accessing emergent needs. Emergent needs include resources for individuals awaiting treatment and recovery services when care is not yet available; peer recovery support services; costs associated with obtaining or retaining safe housing; childcare that permits parents and caregivers to attend treatment and recovery-related appointments and programming; and coordination of transportation to and from recovery-related medical appointments.

Approximately 750 individuals will be served annually.

The Department will monitor services through the review of monthly data reports and Government Performance and Results Act interviews submitted by the Contractor, and through regularly scheduled meetings with the Contractor to ensure deliverables are being met and to determine quality improvement needs.

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 five (5) 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, individuals seeking substance use-related supports and services may experience difficulty navigating the complex treatment and recovery system, may not receive the needed supports and services, and may experience delays in receiving care.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.788, FAINs H79TI085759 and H79TI087843.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

**FORM NUMBER P-37 (version 2/23/2023)**

**Subject:** Doorway for Substance Use-Related Supports and Services (SS-2025-DBH-21-DOORW-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<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Concord Hospital, Inc. | | 1.4 Contractor Address<br>250 Pleasant Street, Concord, NH 03301 | |
| 1.5 Contractor Phone Number<br>603-225-2711 | 1.6 Account Unit and Class<br>TBD | 1.7 Completion Date<br>9/29/25 | 1.8 Price Limitation<br>$3,650,772<br>This amount is inclusive of shared price limitation of $2,775,000. See Exhibit C. |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Robert Steigmeyer<br>8D05DBFF8EA842B... | 2/14/2025<br>Date: | 1.12 Name and Title of Contractor Signatory<br>Robert Steigmeyer<br>President and CEO | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox<br>ED9D03B04C03442... | 2/19/2025<br>Date: | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox<br>Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino<br>7487B4B4184941A8... | | On: 2/21/2025 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials DS RS
Date 2/14/2025

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

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

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.



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Contractor Initials
Date 2/14/2025

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

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

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.



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Contractor Initials
Date 2/14/2025

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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



DS RS

Contractor Initials

Date 2/14/2025

**New Hampshire Department of Health and Human Services**
**Doorway for Substance Use-Related Supports and Services**
# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on September 30, 2024 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to five (5) 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.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services**
**Doorway for Substance Use-Related Supports and Services**

# EXHIBIT B

## Scope of Services

### 1. Statement of Work

1.1. The Contractor must operate and maintain a single point of entry for residents of, or individuals experiencing homelessness in, New Hampshire who are seeking access to substance use related care, services, and supports, referred to as a Doorway, as part of the Department's Doorway Program. The Contractor must ensure Doorway services are provided in accordance with:

1.1.1. State and federal laws and rules, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 160, 162, and 164, and 42 CFR Part 2, as applicable;

1.1.2. Terms and conditions approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) Grant;

1.1.3. Government Performance and Results Act (GPRA) of 1993 and the GPRA Modernization Act of 2010;

1.1.4. American Society of Addiction Medicine (ASAM) Criteria. The Contractor must:

1.1.5. Transition from ASAM Criteria, 3rd Edition to ASAM Criteria, 4th Edition and ensure services are provided in accordance with ASAM Criteria, 4th Edition no later than January 1, 2026; and

1.1.5.1. Transition to, and ensure services are, provided in accordance with updated ASAM Criteria Editions within timeframes as specified and notified by the Department.

1.1.6. SAMHSA publications for professional care providers, including:

1.1.6.1. Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice;

1.1.6.2. Treatment Improvement Protocol (TIP) 27: Comprehensive Case Management for Substance Abuse Treatment;

1.1.6.3. Harm Reduction Framework; and

1.1.6.4. Overdose Prevention and Response Toolkit;

1.1.7. Global Criteria: The 12 Core Functions of the Substance Abuse Counselor (Herdman, J. W. (2018). Global Criteria: The 12 Core Functions of the Substance Abuse Counselor. Lincoln, Ne: John W. Herdman.);

1.1.8. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium; and

1.1.9. NH Department of Health and Human Services (Department) procedures and policies as they are developed, implemented, and amended.

1.2. The Contractor must ensure, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides:

1.2.1. Hours of operation that include:

1.2.1.1. 8:00 am to 5:00 pm Monday through Friday; and

1.2.1.2. Expanded hours, as agreed to by the Department;

1.2.2. A minimum of one (1) physical location for individuals to receive face-to-face services, ensuring any request for a change in location is submitted to the Department for approval, no later than 30 business days prior to the requested move.

1.3. The Contractor must ensure Doorway services are available to all individuals identified in Section 1.1 without limitation, including, but not limited to individuals who may be considered members of any of the following communities:

1.3.1. Pregnant, postpartum, and parenting individuals.

1.3.2. Veterans and service members.

1.3.3. Youth and young adults (16-25 years old) and their families.

1.3.4. Older adults.

1.3.5. Individuals involved in the criminal justice system and those re-entering the community post-incarceration.

1.4. The Contractor must ensure all individuals who connect with the Doorway have access to and receive the following services, as appropriate. The Contractor must:

1.4.1. Obtain meaningful consent, from each individual, prior to commencement with any service or referral for service. The Contractor must ensure consent includes consent to treat, refer, and share information as appropriate, including referring to, and sharing information stored on, the NH Care Connections Network detailed in Section 1.12 and 1.13, with the Department.

1.4.2. Provide:

1.4.2.1. Same day screening, comprehensive clinical assessment, and initial intake to evaluate an individual's potential need for services;

1.4.2.2. Vital support, services, education, and resources, including opioid overdose reversal medication, to safeguard individuals and strengthen public safety;

1.4.2.3. Treatment options, including same day access to medications for substance use disorders;

1.4.2.4. Crisis intervention and stabilization counseling services, provided by a licensed clinician, for any individual experiencing a substance use-related behavioral health crisis who requires immediate, non-emergency intervention. The Contractor must ensure crisis intervention and stabilization services include:

1.4.2.4.1. Assessment and history of the crisis state;

1.4.2.4.2. Mental health status exam and disposition; and

1.4.2.4.3. Development of plans for safety;

1.4.2.5. Same day, trauma-informed, clinical evaluations. The Contractor must ensure clinical evaluations:

1.4.2.5.1. Address all ASAM criteria dimensions;

1.4.2.5.2. Include a level of care recommendation based on ASAM criteria;

1.4.2.5.3. Include identification of the individual's strengths;

1.4.2.5.4. Include resources that can be used to support treatment and recovery; and

1.4.2.5.5. Result in the development of an individualized clinical service plan as outlined in Section 1.4.3;

1.4.2.6. Access to community-based crisis services, as appropriate, through:

1.4.2.6.1. NH Rapid Response Access Point and Mobile Teams (Rapid Response) 833-710-6477;

1.4.2.6.2. Suicide Prevention and Crisis Lifeline, 988; or

1.4.2.6.3. If the individual is in imminent danger or there is an emergency, the Contractor must direct callers to dial 911, or call 911 on the caller's behalf, if necessary;

1.4.2.7. Facilitated access, referral, and linkage to care, as appropriate and as identified through the clinical service plan, described in Section 1.4.3, including:

1.4.2.7.1. Resources for prevention and awareness;

1.4.2.7.2. Treatment options not available through the Doorway, including outpatient and residential levels of care;

1.4.2.7.3. Peer recovery support services;

1.4.2.7.4. Physical and mental health supports and services; and

1.4.2.7.5. Social supports that promote and sustain wellness;

1.4.2.8. Assistance obtaining identified services, including contacting the service provider agency on behalf of the individual, identifying sources of financial assistance, and connection with appropriate financial agencies, as appropriate;

1.4.2.9. Assistance enrolling in public or private insurance programs at the time of intake for individuals who are unable to secure financial resources. Insurance programs include NH Medicaid, Medicare, Health Market-Connect, and applicable waiver programs;

1.4.2.10. Support to meet admission, entrance, intake and/or financial assistance requirements, as appropriate;

1.4.2.11. Continuous care coordination which includes:

1.4.2.11.1. Continuous reassessment and revision of the clinical evaluation, identified above, to ensure the appropriate levels of care and supports are provided;

1.4.2.11.2. Collaboration with the individual's external service provider(s) to continually reassess and address needs and mitigate barriers to the individual entering and/or maintaining treatment and recovery;

1.4.2.11.3. Supporting the individual with meeting the admission, entrance, and intake requirements of the provider agency; and

1.4.2.11.4. Ongoing follow-up and support of individuals engaged in services, in collaboration or consultation with the individual's external service provider(s), until a discharge GPRA interview, detailed in Section 1.24 is completed;

1.4.2.12. Naloxone kits and information; as appropriate;

1.4.3. Develop an individualized clinical service plan, in collaboration with the individual receiving services, and ensure the plan:

1.4.3.1. Is person-centered, based on the clinical evaluation identified above, and written in simple, easy to understand language;

1.4.3.2. Identifies:

1.4.3.2.1. Initial ASAM level of care;

1.4.3.2.2. Supportive service needs including:

1.4.3.2.2.1. Physical, mental, and behavioral health;

1.4.3.2.2.2. Peer recovery support;

1.4.3.2.2.3. Social services; and

1.4.3.2.2.4. Criminal justice services including Corrections, Treatment Court, and Division for Children, Youth, and Families (DCYF) matters;

1.4.3.3. Addresses all areas of need, identified above, through the development of Specific, Measurable, Attainable, Realistic, and Timely (SMART) goals;

1.4.3.4. Includes actionable objectives to meet identified goals;

1.4.3.5. Plans for and documents referrals to external providers for interim services when the level of care identified above is not available to the individual within 48 hours of clinical service plan development. Interim services are defined as one or more of the following, as applicable:

1.4.3.5.1. A minimum of one (1), 60-minute individual or group outpatient session per week;

1.4.3.5.2. Recovery support services, as appropriate;

1.4.3.5.3. Daily calls to the individual to assess and respond to any emergent needs;

1.4.3.5.4. Respite shelter while awaiting treatment and recovery services; and

1.4.3.5.5. Continuous reassessment for level of care.

1.4.4. Assist individuals with accessing services that may have additional entry points and/or eligibility criteria for populations identified in Section 1.3.

1.5. The Contractor must ensure services are available through in-person, telephonic, and remote communication channels.

1.6. If services are being provided via telehealth, the Contractor must ensure:

1.6.1. Telehealth services adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including any regulations regarding initiation of telehealth services; and

1.6.2. A patient provider relationship is established prior to the provision of telehealth services;

1.6.3. The individual's written informed consent to using the telecommunication and telehealth technology is received prior to receiving services via telehealth and kept on file;

1.6.4. All remote communication is provided via a video capable telehealth platform that:

1.6.4.1. Complies with all security and privacy components identified in Exhibit E, DHHS Information Security Requirements and Exhibit F, the Department's Business Associate Agreement. In addition, the Contractor must ensure:

1.6.4.1.1. A provider is present with the person receiving services during the use of telecommunication technology;

1.6.4.1.2. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology;

1.6.4.1.3. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States; and

1.6.4.1.4. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches; and

1.6.4.2. All video communication applications are approved by the Contractor as meeting requirements of Exhibit E, DHHS Information Security Requirements and Exhibit F, Business Associate Agreement, and provides individuals with the potential privacy and security risks and benefits of telehealth.

1.7. The Contractor must obtain written consent in addition to or inclusive of the consent required by Section 1.4 for telehealth from all individuals receiving services to ensure compliance with all applicable state and federal confidentiality laws, including, but not limited to, HIPAA 45 CFR 160, 162, and

164, 42 CFR Part 2, RSA 135-C, RSA 172:8-a, and RSA 318-B:12 and 126-A:4. Consent may be obtained in-person, or by other electronic means as allowed by law and must be kept in the individual's service record.

1.8. The Contractor must provide information to all individuals seeking or receiving services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor must ensure grievance information, is approved by the Department, and includes steps to filing:

1.8.1. Informal complaints with the Contractor, including the specific contact individual to whom the complaint should be sent; and

1.8.2. Official grievances with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

1.9. The Contractor must ensure services, covered by SOR Flexible Needs Funding (FNF), assist individuals with diagnosed opioid and/or stimulant use disorder (O/StimUD) and are provided in accordance with the Department's FNF policy.

1.10. The Contractor must ensure services, covered by Governor's Commission on Alcohol and Other Drugs Unmet Needs Funds (UNF) assist individuals with a history, current diagnosis, or who are at risk of developing substance use disorders (SUDs), including alcohol use disorder, and excluding O/StimUD and are provided in accordance with the Department's UNF policy. UNF are not available for services otherwise covered through SOR federal grant funding administered through SAMHSA.

1.11. The Contractor must ensure invoicing for services provided through FNF and UNF funding is submitted in accordance with Exhibit C, Section 5.

1.12. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.13. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation

Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

1.13.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor's system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.14. The Contractor must collaborate with community and regional partners to review service-related needs and barriers and to develop strategies to enhance service delivery, including:

1.14.1. Enhanced service coverage areas;

1.14.2. Services to reduce emergency room use;

1.14.3. Services to reduce fatal and non-fatal overdose; and

1.14.4. Increasing access to medications for SUD.

1.15. The Contractor must establish formalized agreements, as approved by the Department with:

1.15.1. Medicaid, Managed Care Organizations (MCOs), and private insurance carriers to coordinate case management efforts on behalf of the individual; and

1.15.2. 2-1-1 NH, other Doorways, After Hours, and community-based programs and partners that make up the components of the Doorway System to ensure services and supports are available to individuals after normal Doorway operating hours.

1.16. The Contractor must provide copies of formalized agreements to the Department within 20 business days of the contract effective date and thereafter when new agreements are entered into or when information is requested by the Department. The Contractor must ensure formalized agreements:

1.16.1. Ensure protection of PHI;

1.16.2. Ensure the individual's preferred Doorway receives information on the individual, outcomes, and events for continued follow-up;

1.16.3. Include processes for sharing information about each individual receiving services, in accordance with applicable state and federal confidentiality laws and requirements, including, but not limited to 42 CFR Part 2, RSA 172:8-a, and RSA 318-B:12; and

1.16.4. Allow for prompt follow-up care and supports, and includes:

1.16.4.1. Demographics of the individual receiving care;

1.16.4.2. Referrals made on behalf of the individual receiving care;

1.16.4.3. Services rendered to the individual receiving care;

1.16.4.4. Identification of resource providers involved in the individual's care;

1.16.4.5. Any locations to which the individual was referred for respite care or housing; and

1.16.4.6. Other services offered or provided to the individual.

1.17. The Contractor must provide written policies for to the Department within 20 business days of the contract effective date and thereafter when new policies are adopted, or when information is requested by the Department. Policies must include, but not limited to:

1.17.1. Privacy notices.

1.17.2. Consent forms, including consent for disclosure of protected health information (PHI).

1.17.3. Conflict of interest and financial assistance documentation.

1.17.4. Referrals and evaluation from other providers.

1.17.5. Complaints and grievances.

1.18. The Contractor must collaborate with the Department and key stakeholders to identify gaps, challenges and potential barriers; develop mitigation strategies to improve transitions and process flows; and ensure the program is implemented as intended. Stakeholders may include:

1.18.1. Municipal leaders;

1.18.2. Regional Public Health Networks;

1.18.3. The NH Harm Reduction Coalition;

1.18.4. Primary and behavioral health care providers;

1.18.5. Social services providers; and

1.18.6. Other stakeholders, as appropriate.

1.19. The Contractor must develop and maintain a conflict-of-interest policy related to Doorway services and referrals to treatment and recovery supports and services

programs, funded outside of this contract, that maintains the integrity of the referral process and individual choice in determining placement in care.

1.20. The Contractor must report any sentinel event in accordance with NH RSA 126-A:4, IV and the Department's Sentinel Event Policy, using the Department-provided Sentinel Event Reporting Form, Sentinel Event Reporting | New Hampshire Department of Health and Human Services (nh.gov).

1.21. Medications for Opioid Use Disorder (MOUD) Services

1.21.1. The Contractor must provide comprehensive Medications for Opioid Use Disorder (MOUD) services to individuals clinically diagnosed with OUD. The Contractor must ensure MOUD services:

1.21.1.1. Include:

1.21.1.1.1. Same-day assessment for MOUD service needs;

1.21.1.1.2. Determination of medical need, diagnosed by an appropriate provider;

1.21.1.1.3. Development of an individualized treatment plan in collaboration with the individual receiving services;

1.21.1.1.4. Withdrawal management, as appropriate;

1.21.1.1.5. Maintenance pharmacotherapy initiation, as appropriate;

1.21.1.1.6. Evaluation and management of SUD-associated medical complications;

1.21.1.1.7. Stabilization services;

1.21.1.1.8. Linkage to client-preferred levels of care and services within their community of choice, including mental health, peer support, and nursing supports and services, as appropriate; and

1.21.1.1.9. Case management services, while linkages are made to support and other services identified above; and

1.21.1.2. Are provided in conjunction with outpatient or intensive outpatient treatment, if clinically indicated.

1.21.2. The Contractor must ensure that individuals receiving MOUD services under this Agreement begin as Doorway clients.

1.21.3. The Contractor must ensure service provision focuses on equitable care to eliminate any disparities in access to or retention in treatment.

1.21.4. The Contractor must ensure personnel provided for MOUD services, during regular hours of operation, includes, at a minimum:

1.21.4.1. One (1) Director;

1.21.4.2. One (1) Medical Provider;

1.21.4.3. One (1) Nurse;

1.21.4.4. One (1) Clinician; and

1.21.4.5. One (1) Administrative Assistant.

1.21.5. The Contractor must provide a compassionate, person-centered and trauma-informed approach to care including, but not limited to:

1.21.5.1. Engagement in clinical decision making with the individual receiving care.

1.21.5.2. Recognizing subjective health needs of the individual receiving care.

1.21.5.3. Understanding of the individual's past experiences and preferences.

1.21.5.4. Willingness and ability to engage with individuals in all stages of readiness.

1.21.6. The Contractor must provide electronic consultations to primary care providers and other entities within the hospital system for individuals with OUD, as needed. Consultations may include, but are not limited to:

1.21.6.1. Diagnostic clarification;

1.21.6.2. Initiation of pharmacotherapy; and

1.21.6.3. General treatment recommendations.

1.22. Data Collection and Reporting

1.22.1. The Contractor must provide the Department with client-level, non-identifiable data that supports contract deliverables. The Contractor must ensure client-level, non-identifiable data excludes information allowing the individual to be identified or constructively identified. Constructively identified means that by using the information provided and what is reasonably and predictably available to a predictable recipient of the information the individual could be identified. The Contractor must provide non-identified data from which there is no reasonable basis to believe that the data used alone or in combination

with other reasonably available information, could be used to identify an individual who is a subject of the information. The Contractor must ensure that any reporting method complies with the conditions of Exhibit E, DHHS Information Security Requirements and Exhibit F, Business Associate Agreement.

1.22.2. The Contractor must ensure compliance with 42 CFR Part 2 and HIPAA 45 CFR 160, 162, and 164 and confidentiality consent, notices, and requirements, as applicable to any data collected or reported.

1.22.3. The Contractor must collect data on services provided through the resulting Agreement to ensure progress towards program goals and deliverables. The Contractor must ensure data includes:

1.22.3.1. Doorway Services:

1.22.3.1.1. Call counts;

1.22.3.1.2. Counts of individuals seen, separately identifying individuals new to the Doorway and individuals who revisit the Doorway after being discharged;

1.22.3.1.3. Reason for visit types;

1.22.3.1.4. Count of clinical evaluations;

1.22.3.1.5. Count of referrals made and type;

1.22.3.1.6. Naloxone distribution;

1.22.3.1.7. Referral statuses;

1.22.3.1.8. Recovery monitoring contacts;

1.22.3.1.9. Service wait times;

1.22.3.1.10. Flexible Needs Funds (FNF) utilization;

1.22.3.1.11. Respite shelter utilization; and

1.22.3.1.12. Non-identifiable demographic data of individuals receiving services.

1.22.3.2. MOUD Services:

1.22.3.2.1. Number of Doorway clients receiving MOUD;

1.22.3.2.2. Number and type of MOUD services provided;

1.22.3.2.3. Demographic information for individuals receiving MOUD; and

1.22.3.2.4. Number and type of support services and referrals provided in accordance with Subsection 1.21.1.1.8.

1.22.4. The Contractor must submit monthly reports to the Department, on the third business day of the following month, in a format and via a secure method approved by the Department, inclusive of the NH Care Connections Network, detailed in Section 1.12 and 1.13, as applicable. The Contractor must ensure reports include:

1.22.4.1. Client-level, de-identified data detailed above;

1.22.4.2. Required data points specific to the SOR grant, as identified by SAMHSA and requested by the Department over the grant period; and

1.22.4.3. Naloxone distribution.

1.22.5. The Contractor may be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA including PII.

1.22.6. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.23. Contract Management

1.23.1. The Contractor must meet with the Department within 60 business days of the contract effective date to review contract deliverables, grant guidelines, and implementation.

1.23.2. The Contractor must develop a Work Plan, utilizing a Department-approved format, that details Doorway operations and services. The Contractor must submit the Work Plan to the Department within 90 business days of the contract effective date, and annually thereafter.

1.23.3. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results, assess sustainability and ongoing access to vulnerable populations, and adjust program delivery and policy based on successful outcomes.

1.23.4. The Contractor must participate in meetings with the Department, quarterly, or as otherwise requested by the Department, to review contract performance and ensure compliance with all requirements of this Agreement, including the General Provisions, Form P-37, and any resulting Corrective Action Plan.

1.23.5. The Contractor must participate in technical assistance, guidance, and oversight activities for continued development and enhancement of Doorway services, as directed by the Department.

1.23.6. The Contractor must participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.

1.23.7. The Contractor must maintain an up-to-date information sheet, in a Department-approved format, that lists and describes available Doorway services. The Contractor must submit the information sheet to the Department within 60 business days of the contract effective date, and annually thereafter.

1.23.8. The Contractor must collaborate with the Department to develop a feasibility and sustainability plan to assess capacity and resource needs for all services detailed in this Agreement. The Contractor must review the plan, in collaboration with the Department, annually, or as otherwise directed by the Department.

1.23.9. The Contractor must monitor and manage its capacity to provide the entire Scope of Work detailed in this Agreement to ensure services are delivered consistently and evenly throughout the term of this Agreement, including, but not limited to staffing, resources, and financial capacity. The Contractor must notify the Department, in writing, of any gaps in capacity within 10 business days of gap identification. Notwithstanding Paragraph 8, Event of Default, and Paragraph 9, Termination, of the General Provision of this Agreement, Form P-37, the Contractor may be required to submit a Corrective Action Plan to the Department.

1.23.10. The Contractor must participate in operational site reviews on a schedule provided by the Department. All contract services, programs, and activities shall be subject to review during this time. The Contractor must ensure the Department has access sufficient for monitoring contract compliance requirements, including:

1.23.10.1. Unannounced non-identifiable client-level data and/or financial records;

1.23.10.2. Scheduled and unannounced access to Contractor work sites, locations, workspaces and associated facilities; and

1.23.10.3. Scheduled access to Contractor principals and staff.

1.24. Government Performance and Results Act (GPRA)

1.24.1. The Contractor must administer or coordinate the administration of GPRA initial interviews and associated follow-ups at six (6) months and discharge for all individuals receiving program services.

1.24.2. The Contractor must provide individuals served with clear guidance about the uses and disclosures of the information provided to complete the GPRA, and the use and disclosure of the Part 2 information prior

PHI required in order to complete the GPRA. The Contractor must also provide staff training regarding the confidentiality of the identifiable information included in the GPRA.

1.24.3. The Contractor must provide or coordinate ongoing follow-up and support for individuals engaged in services until a discharge GPRA interview is completed. The Contractor must ensure:

1.24.3.1. Staff confirms a confidential means of communicating with each individual engaged in services to provide or coordinate ongoing follow up and support;

1.24.3.2. Contact with each individual is attempted during a time when the individual would normally be available. Contact must be made in person, by telephone, or by an alternative method approved by the Department, according to the following guidelines:

1.24.3.2.1. If the first contact attempt is not successful, a second contact attempt must be made no sooner than two (2) business days and no later than three (3) business days after the first attempt; and

1.24.3.2.2. If the second contact attempt is not successful, a third contact attempt must be made no sooner than two (2) business days and no later than three (3) business days after the second attempt;

1.24.3.3. Each successful contact must include, but not be limited to:

1.24.3.3.1. Inquiring on the status of each individual's recovery and experience with their external service provider.

1.24.3.3.2. Identifying needs.

1.24.3.3.3. Assisting the individual with addressing identified needs.

1.24.3.3.4. Providing early intervention to individuals who have resumed use;

1.24.3.4. When the follow-up identified above results in a determination that the individual is at risk of self-harm, the Contractor must proceed in alignment with their crisis response policy and procedure; and

1.24.3.5. All efforts of contact are clearly documented in the individual's electronic health record, or in a format approved

by the Department, and are available to the Department upon request.

1.24.4. The Contractor must ensure the GPRA interviews are attempted at the following intervals:

1.24.4.1. At the time of intake or no later than seven (7) calendar days after intake;

1.24.4.2. Five (5) to eight (8) months post intake. The window for this interview opens five (5) months after the intake interview; and

1.24.4.3. Upon discharge from the initially referred service.

1.24.5. The Contractor must ensure completed GPRA data is entered into the Department-approved system, at a minimum of the following intervals:

1.24.5.1. At the time of intake or no later than seven (7) calendar days after the GPRA interview is conducted;

1.24.5.2. Five (5) to eight (8) months post intake; and

1.24.5.3. Upon discharge from the initially referred service.

1.24.6. The Contractor must document any loss of contact with participants in the Department-approved system using the appropriate process and protocols as defined by SAMHSA and through technical assistance provided under the SOR grant.

1.24.7. The Contractor must ensure contingency management strategies are utilized to increase engagement in follow-up GPRA interviews. Contingency management strategies may include, but are not limited to, gift cards provided to individuals for follow-up participation at each follow-up interview. The Contractor must ensure gift cards:

1.24.7.1. Do not exceed $30 in value, in accordance with federal guidelines, set forth by SAMHSA; and

1.24.7.2. Are used solely to incentivize GPRA interview completion and not used to incentivize participation in treatment.

1.25. State Opioid Response (SOR) Grant Standards

1.25.1. The Contractor must ensure they, and any provider which referrals are made to:

1.25.1.1. Only provide and/or prescribe medications for Opioid Use Disorder (OUD), as clinically appropriate, that are approved by the Food and Drug Administration;

1.25.1.2. Only provide medical withdrawal management services to individuals supported by SOR grant funds if the withdrawal

management services are accompanied by the use of injectable extended-release naltrexone, as clinically appropriate;

1.25.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and

1.25.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.

1.25.2. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.

1.25.3. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:

1.25.3.1. Treatment in this context includes the treatment of OUD/StimUD;

1.25.3.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders; and

1.25.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.

1.25.4. The Contractor must utilize SOR funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.

1.25.4.1. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:

1.25.4.1.1. Internal policies for the distribution of test strips;

1.25.4.1.2. Distribution methods and frequency; and

1.25.4.1.3. Other key data as requested by the Department.

1.25.5. The Contractor must provide services to eligible individuals who:

1.25.5.1. Receive medication for OUD (MOUD) services from other providers, including the individual's primary care provider;

1.25.5.2. Have co-occurring substance use and mental health disorders; or

1.25.5.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

1.25.6. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

1.25.7. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.

1.25.8. The Contractor must collaborate with the Department and other SOR funded vendors, as requested and directed by the Department, to improve GPRA data collection.

1.25.9. The Contractor must comply with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.

1.26. Staffing

1.26.1. The Contractor must notify the Department, in writing, of changes in key personnel within five (5) business days of when this change has/will occur.

1.26.2. The Contractor must notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than 30 calendar days.

1.26.3. The Contractor may provide alternative staffing, either temporary or long-term, as needed to ensure sufficient staffing levels. Requests for alternative staffing must be submitted to the Department for review and approval 30 calendar days before implementation.

1.26.4. The Contractor must ensure the personnel provided, during regular hours of operation, includes, at a minimum:

1.26.4.1. One (1) clinician to provide clinical evaluations for ASAM level of care placement, in-person and with the ability to provide evaluations via telehealth;

1.26.4.2. One (1) Certified Recovery Support Worker (CRSW) with the ability to fulfill recovery support and care coordination functions; and

1.26.4.3. One (1) staff person, who may be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding the individuals outlined in Section 1.3.

1.26.5. The Contractor must ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.

1.26.6. The Contractor must ensure licensed supervisors supervise no more than eight (8) unlicensed staff unless the Department has approved an alternative supervision plan.

1.26.7. The Contractor must ensure peer clinical supervision is provided for all clinicians including weekly discussion of cases with suggestions for resources or alternative approaches and group supervision to help optimize the learning experience, when enough candidates are under supervision.

1.26.8. The Contractor must ensure staff meet all training requirements for the provision of services provided in line with industry standards, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:

1.26.8.1. For all clinical staff:

1.26.8.1.1. Suicide prevention and early warning signs, within 90 business days of hire.

1.26.8.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor, within 90 business days of hire.

1.26.8.1.3. The standards of practice and ethical conduct, with particular emphasis given to the staff member's role and appropriate responsibilities, professional boundaries, and power dynamics.

1.26.8.1.4. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within 12 months of hire.

1.26.8.1.5. Ethics, within 12 months of hire.

1.26.8.1.6. Annual continuous education regarding substance use.

1.26.8.2. For recovery support staff and other non-clinical staff working directly with individuals receiving services through this Agreement:

1.26.8.2.1. Knowledge, skills, values, and ethics, with specific application to the practice issues faced by the supervisee, within 90 business days of hire.

1.26.8.2.2. The standards of practice and ethical conduct, with particular emphasis given to the staff member's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws, within 90 business days of hire.

1.26.8.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, within 90 business days of hire.

1.26.8.2.4. Ethics, within 12 months of hire.

1.26.8.2.5. Annual continuous education regarding substance use.

1.26.8.3. Student Interns:

1.26.8.3.1. Ethics, within six (6) months of beginning their internship.

1.26.8.3.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, within six (6) months of beginning their internship.

1.26.9. The Contractor must provide in-service training to all staff working directly with individuals who receive services through this Agreement, within 15 business days of the contract effective date, or the staff person's start date, as applicable. In-service training must be documented in the staff person's file and must include the following topics:

1.26.9.1. Contract requirements and associated policies; and

1.26.9.2. All other relevant policies and procedures in accordance with state administrative rules and State and federal laws.

1.26.10. The Contractor must provide staff, subcontractors, or end users as defined in Exhibit E, DHHS Information Security Requirements, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

1.27. Background Checks

1.27.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

RS

1.27.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.27.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.27.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.28. Confidential Data

1.28.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.28.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.29. Privacy Impact Assessment

1.29.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.29.1.1. How PII is gathered and stored;

1.29.1.2. Who will have access to PII;

1.29.1.3. How PII will be used in the system;

1.29.1.4. How individual consent will be achieved and revoked; and

1.29.1.5. Privacy practices.

1.29.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.30. Department Owned Devices, Systems and Network Usage

1.30.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, must:

1.30.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.30.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

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

1.30.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.30.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.30.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.30.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.30.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.30.1.9. Agree when utilizing the Department's email system:

1.30.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.30.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.30.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.30.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.30.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.30.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.30.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.30.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.30.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.31. Contract End-of-Life Transition Services

1.31.1. General Requirements

1.31.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.31.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure

("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.31.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.31.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.31.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.31.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.31.2. Completion of Transition Services

1.31.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.31.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the

terms and conditions of the Department's Information Security Requirements Exhibit.

1.31.3. Disagreement over Transition Services Results

1.31.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

**2. Exhibits Incorporated**

2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.

2.3. The Contractor must 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 F, the Department's Business Associate Agreement, which has been executed by the parties.

**3. Additional Terms**

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

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

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

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have

hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must 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."

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

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

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

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state,

county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

**4. Records**

4.1. The Contractor must keep records that include, but are not limited to:

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

4.1.2. 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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services and records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to

recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services**
**Doorway for Substance Use-Related Supports and Services**
# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 84.25% Federal funds, Federal funds, State Opioid Response (SOR), awarded by the DHHS Substance Abuse and Mental Health Services Administration (SAMHSA), ALN 93.788, as awarded on:
      1.1.1. September 24, 2024, FAIN H79TI087843.
      1.1.2. September 29, 2024, H79TI085759.
   1.2. 15.75% Other funds (Governor's Commission).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Doorway Services Budget through Exhibit C-2, MOUD Services Budget.
4. The Contractor must seek payment for services in the following order.
   4.1. First, if applicable, the Contractor shall charge the client's private insurance.
   4.2. Second, if applicable, the Contractor shall charge Medicare.
   4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
      4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
      4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   4.4. Fourth, the Contractor shall charge the client in accordance with the Contractor's Sliding Fee Scale Program.
   4.5. Lastly, if any portion of the amount specified in the Contractor's Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor may be eligible to receive reimbursment for expenses incurred in the fulfillment of this Agreement and in accordance with Exhibit B, Scope of Services, Sections 1.9, 1.10, and 1.11. This Agreement is one (1) of nine (9) individual Agreements with Contractors providing Doorway services with a total

shared price limitation that shall not exceed $2,775,000. No maximum or minimum funding amount per Contractor is guaranteed.

5.1. The statewide total shared price limitation across all nine (9) individual Agreements is:

5.1.1. $2,200,000 Flexible Needs Funds, as funded by SOR. SOR funding is available only for individuals with a history, current diagnosis, or who are at risk of developing an opioid and/or stimulant use disorder (O/StimUD); and

5.1.2. $575,000 Unmet Needs Funds (UNF), as funded by the Governor's Commission on Alcohol and Other Drugs, are available only for individuals with a history, current diagnosis, or who are at risk of developing substance use disorders (SUDs), including alcohol use disorder, and excluding O/StimUD and is not available for services otherwise covered through SOR federal grant funding administered through SAMHSA.

5.2. The Contractor must submit invoices for reimbursement of SOR Flexible Needs and/or Governor's Commission Unmet Needs expenses from the Department, separately, via a form and secure manner satisfactory to the Department. Expenditures must be:

5.2.1. Used to directly support the needs of the client when no other funds are available;

5.2.2. Used for one-time expenses tangible in nature;

5.2.3. Directly allocable to services provided under this Agreement;

5.2.4. Appropriate in amount and nature, as determined by the Department; and

5.2.5. Verified by supporting documentation, including, but not limited to, receipts of payment.

6. The Contractor must submit an invoice and supporting backup documentation in a form and secure manner satisfactory to the Department by the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor must:

6.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement;

6.2. Backup documentation includes:

6.2.1. General Ledger showing revenue and expenses for the contract;

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

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

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

6.2.3. Invoices supporting expenses reported and do not include unallowable expenses, per federal grant guidelines, including:

6.2.3.1. SOR 4 Notice of Funding Opportunity, page 31: https://www.samhsa.gov/sites/default/files/grants/pdf/fy-2024-sor-nofo.pdf; and

6.2.3.2. SAMHSA's Standards for Financial Management and Standard Funding Restrictions, page 36: FY 2024 Substance Abuse and Mental Health Services Administration (SAMHSA) Notice of Funding Opportunity (NOFO) Application Guide.

6.2.4. Receipts for expenses within the applicable state fiscal year;

6.2.5. Cost center reports;

6.2.6. Profit and loss report;

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

6.2.8. Information requested by the Department verifying allocation or offset based on third party revenue received; and

6.2.9. Summaries of client services revenue and operating revenue and other financial information as requested by the Department.

6.3. Is assigned an electronic signature and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

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

7. The Department shall make payments to the Contractor within 30 calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

8. The final invoice and any required supporting documentation shall be due to the Department no later than 40 calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

9. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

10. Audits

10.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

10.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

10.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

10.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

10.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

10.3. 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.

10.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

10.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception, within 60 days.

11. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1, Doorway Services Budget

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

**Contractor Name:** *Concord Hospital, Inc.*

**Budget Request for:** *DOORWAY SERVICES: September 30, 2024 through September 29, 2025*

**Indirect Cost Rate (if applicable)** 10.00%

| | 9/30/34-6/30/25 | | | 7/1/25-9/29/25 | | |
|---|---|---|---|---|---|---|
| Line Item | Total Program Cost | Program Cost - Contractor Share/ Match | Program Cost - Funded by DHHS | Total Program Cost | Program Cost - Contractor Share/ Match | Program Cost - Funded by DHHS |
| 1. Salary & Wages | $331,127 | $22,500 | $308,627 | $111,289 | $7,500 | $103,789 |
| 2. Fringe Benefits | $108,677 | $0 | $108,677 | $36,225 | $0 | $36,225 |
| 3. Consultants | $0 | $0 | $0 | $0 | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 | $0 | $0 | $0 | $0 | $0 |
| 5.(a) Supplies - Educational | $0 | $0 | $0 | $0 | $0 | $0 |
| 5.(b) Supplies - Lab | $0 | $0 | $0 | $0 | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $1,000 | $0 | $1,000 | $500 | $0 | $500 |
| 5.(d) Supplies - Medical | $400 | $0 | $400 | $150 | $0 | $150 |
| 5.(e) Supplies - Office | $2,000 | $0 | $2,000 | $739 | $0 | $739 |
| 6. Travel | $1,050 | $0 | $1,050 | $850 | $0 | $850 |
| 7. Software | $5,000 | $0 | $5,000 | $2,500 | $0 | $2,500 |
| 8. (a) Other - Marketing/Communications | $1,500 | $0 | $1,500 | $500 | $0 | $500 |
| 8. (b) Other - Education and Training | $4,000 | $0 | $4,000 | $1,500 | $0 | $1,500 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 | $0 | $0 |
| *Other (OCCUPANCY)* | $15,500 | $0 | $15,500 | $5,291 | $0 | $5,291 |
| *Other (RESPITE)* | $8,000 | $0 | $8,000 | $0 | $0 | $0 |
| *Other (REPAIRS AND MAINTENANCE)* | $5,000 | $0 | $5,000 | $1,540 | $0 | $1,540 |
| *Other (please specify)* | $0 | $0 | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 | $0 | $0 |
| Total Direct Costs | $483,254 | $22,500 | $460,754 | $161,084 | $7,500 | $153,585 |
| Total Indirect Costs | $46,075 | $0 | $46,075 | $15,358 | $0 | $15,358 |
| ***Subtotals*** | $529,329 | $22,500 | $506,829 | $176,442 | $7,500 | $168,943 |
| | | | | | TOTAL | $675,772 |

Contractor Initials: KS

Date: 2/14/2025

Exhibit C-2, MOUD Services Budget

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

**Contractor Name:** *Concord Hospital, Inc.*

**Budget Request for:** *MOUD SERVICES: September 30, 2024 through September 29, 2025*

**Indirect Cost Rate (if applicable)** 10.00%

| | 9/30/24-6/30/25 | | | 7/1/25-9/29/25 | | |
|---|---|---|---|---|---|---|
| **Line Item** | **Total Program Cost** | **Program Cost - Contractor Share/ Match** | **Program Cost - Funded by DHHS** | **Total Program Cost** | **Program Cost - Contractor Share/ Match** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $88,160 | $21,744 | $66,416 | $29,389 | $7,248 | $22,141 |
| 2. Fringe Benefits | $24,228 | $0 | $24,228 | $8,076 | $0 | $8,076 |
| 3. Consultants | $14,200 | $0 | $14,200 | $4,400 | $0 | $4,400 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 | $0 | $0 | $0 | $0 | $0 |
| 5.(a) Supplies - Educational | $0 | $0 | $0 | $0 | $0 | $0 |
| 5.(b) Supplies - Lab | $25,190 | $0 | $25,190 | $8,600 | $0 | $8,600 |
| 5.(c) Supplies - Pharmacy | $0 | $0 | $0 | $0 | $0 | $0 |
| 5.(d) Supplies - Medical | $0 | $0 | $0 | $0 | $0 | $0 |
| 5.(e) Supplies - Office | $240 | $0 | $240 | $150 | $0 | $150 |
| 6. Travel | $0 | $0 | $0 | $0 | $0 | $0 |
| 7. Software | $500 | $0 | $500 | $200 | $0 | $200 |
| 8. (a) Other - Marketing/Communications | $940 | $0 | $940 | $220 | $0 | $220 |
| 8. (b) Other - Education and Training | $100 | $0 | $100 | $100 | $0 | $100 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 | $0 | $0 |
| *Other (DUES and FEES)* | $500 | $0 | $500 | $167 | $0 | $167 |
| *Other (OCCUPANCY)* | $2,400 | $0 | $2,400 | $850 | $0 | $850 |
| *Other (REPAIRS and MAINTENANCE)* | $1,650 | $0 | $1,650 | $550 | $0 | $550 |
| *Other (please specify)* | $0 | $0 | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 | $0 | $0 |
| Total Direct Costs | $158,108 | $21,744 | $136,364 | $52,702 | $7,248 | $45,454 |
| Total Indirect Costs | $13,636 | $0 | $13,636 | $4,545 | $0 | $4,545 |
| ***Subtotals*** | $171,744 | $21,744 | $150,000 | $57,248 | $7,248 | $50,000 |
| | | | | | **TOTAL** | **$200,000** |

Contractor Initials: RS

Date: 2/14/2025

# New Hampshire Department of Health and Human Services
# Exhibit D – Federal Requirements

## SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS 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 contractors (and by inference, sub- contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

# New Hampshire Department of Health and Human Services
## Exhibit D – Federal Requirements

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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

# New Hampshire Department of Health and Human Services
# Exhibit D – Federal Requirements

## SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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, 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.

# New Hampshire Department of Health and Human Services
# Exhibit D – Federal Requirements

## SECTION C: 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 12689 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 Agreement, 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 Agreement 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 https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

6. The prospective primary participant agrees by submitting this Agreement 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) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

# New Hampshire Department of Health and Human Services
## Exhibit D – Federal Requirements

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. Have not within a three-year period preceding this proposal (Agreement) 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 (I)(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 (Agreement), 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 (Agreement).

14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

# New Hampshire Department of Health and Human Services
# Exhibit D – Federal Requirements

## SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2.CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

# New Hampshire Department of Health and Human Services
## Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

The 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 Agreement, the Contractor agrees to comply with the provisions indicated above.

# New Hampshire Department of Health and Human Services
# Exhibit D – Federal Requirements

## SECTION E: 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 Agreement, 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.

# New Hampshire Department of Health and Human Services
# Exhibit D – Federal Requirements

## SECTION F: 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 $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, 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 sub award 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 Entity Identifier (SAM UEI; 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.

# New Hampshire Department of Health and Human Services
## Exhibit D – Federal Requirements

**FORM A**

As the Grantee 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 UEI (SAM.gov) number for your entity is: D6NBCNB2YWW8

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: _____

Contractor Name: Concord Hospital

2/14/2025
Date:

DocuSigned by:
Robert Steigmeyer
Name: Robert Steigmeyer
Title: President and CEO

DS
RS

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

Exhibit E

**DHHS Information Security Requirements**

A. Definitions

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

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

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

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

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

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

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

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

Contractor Initials RS DS



Date 2/14/2025

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

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

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

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

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

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

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

Contractor Initials DS RS

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

Contractor Initials DS RS



Date 2/14/2025

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

## IV. PROCEDURES FOR SECURITY

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

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

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

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

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

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

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

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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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 Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

## BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, 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 of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, 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, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "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 the Agreement. Further, Business Associate, including but not



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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, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

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 or other 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 to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

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.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

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 CFR Section 164.506 or 45 CFR Section 164.508.

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

(5) Termination of Agreement for Cause

a. In addition to 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,



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Date 2/14/2025

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the 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 BAA 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) g. and (3) n.l., and the defense and indemnification provisions 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 Business Associate Agreement.

| | |
|---|---|
| Department of Health and Human Services | Concord Hospital |
| The State | Name of the Contractor |
| DocuSigned by: Katja S. Fox 5D9D05B04C83442... | DocuSigned by: Robert Steigmeyer 8DD5DBFF8EA8436... |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja S. Fox | Robert Steigmeyer |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | President and CEO |
| Title of Authorized Representative | Title of Authorized Representative |
| 2/19/2025 | 2/14/2025 |
| Date | Date |

# State of New Hampshire

# Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74948

Certificate Number: 0006999897

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of January A.D. 2025.

David M. Scanlan

Secretary of State

# CERTIFICATE OF AUTHORITY

I, Donald Welford, hereby certify that:

1. I am a duly elected Secretary of Concord Hospital, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on January 27, 2025 at which a quorum of the Trustees were present and voting.

   **VOTED**: That Robert Steigmeyer, President and CEO, is duly authorized on behalf of Concord Hospital, Inc. and Concord Hospital - Laconia to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: January 31, 2025

Donald Welford
Concord Hospital, Secretary of the Board

Docusign Envelope ID: 7693B00E-AC84-4C13-B706-B92748CD560D

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2025

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**<br>MARSH USA, LLC.<br>99 HIGH STREET<br>BOSTON, MA 02110<br>Attn: Boston.certrequest@Marsh.com<br><br>CN142100133-CORP-GAUWP-24- | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>Concord Hospital, Inc.<br>250 Pleasant Street<br>Concord, NH 03301 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A : Concord Hospital Insurance Group, LLC<br>INSURER B : Liberty Mutual Fire Insurance Company — 23035<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** NYC-012201758-02 **REVISION NUMBER:** 5

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Healthcare Professional Liab<br>(Claims Made)<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | CHIG-PRIMARY-2024<br>General And Professional Liability<br>Share A Combined Limit Of $3M/$12M.<br>Hospital Professional Liability | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 3,000,000<br>$<br>$<br>$<br>$ 14,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | EW2-61N-252276-024 (NH)<br>SIR $450,000 | 10/01/2024 | 10/01/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Re:Grant for the CHL Doorway

Insured includes Concord Hospital - Laconia

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

# Concord Hospital Mission Statement

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

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

| | |
|---|---|
| Approved | 10/21/02; 01/27/25 |
| Affirmed | 11/23/03; 11/15/04; 11/21/05; 11/20/06; 11/19/07; 11/17/08; 11/16/09; 10/18/10; 09/19/11; 09/24/12; 09/23/13; 09/22/14; 09/28/15;0 9/26/16; 09/25/17; 09/24/18; 09/23/19; 09/28/20; 09/27/21; 09/26/22; 04/17/23 |

BAKER NEWMAN NOYES

# Concord Hospital, Inc. and Subsidiaries

## Consolidated Financial Statements

*Years Ended September 30, 2024 and 2023*
*With Independent Auditors' Report*

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

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THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

Consolidated Financial Statements

Years Ended September 30, 2024 and 2023

CONTENTS

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HLB THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

# INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc. and Subsidiaries

## Opinion

We have audited the consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2024 and 2023, the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the System as of September 30, 2024 and 2023, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## Basis for Opinion

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

## Responsibilities of Management for the Financial Statements

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

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

The Board of Trustees
Concord Hospital, Inc. and Subsidiaries

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

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

In performing an audit in accordance with GAAS, we:

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

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

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 11, 2024

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

CONSOLIDATED BALANCE SHEETS

September 30, 2024 and 2023

ASSETS
(In thousands)

| | 2024 | 2023 |
|---|---|---|
| Current assets: | | |
| Cash and cash equivalents | $ 52,551 | $ 79,917 |
| Short-term investments | 88,627 | 46,394 |
| Accounts receivable | 90,064 | 91,318 |
| Due from affiliates | 249 | 1,443 |
| Supplies | 5,624 | 4,744 |
| Prepaid expenses and other current assets | 13,128 | 11,247 |
| Total current assets | 250,243 | 235,063 |
| Assets whose use is limited or restricted: | | |
| Board designated | 493,697 | 388,305 |
| Funds held by trustee for insurance reserves, escrows and construction funds | 42,723 | 34,960 |
| Donor-restricted funds and restricted grants | 52,133 | 44,094 |
| Total assets whose use is limited or restricted | 588,553 | 467,359 |
| Other noncurrent assets: | | |
| Due from affiliates, net of current portion | 396 | 467 |
| Prepaid pension and other assets | 75,549 | 43,662 |
| Total other noncurrent assets | 75,945 | 44,129 |
| Property and equipment: | | |
| Land and land improvements | 9,455 | 8,435 |
| Buildings | 270,502 | 267,179 |
| Equipment | 293,716 | 278,585 |
| Construction in progress | 7,145 | 10,620 |
| | 580,818 | 564,819 |
| Less accumulated depreciation | (387,165) | (363,709) |
| Net property and equipment | 193,653 | 201,110 |
| Operating lease right-of-use assets | 29,468 | 26,252 |
| | $1,137,862 | $ 973,913 |

## LIABILITIES AND NET ASSETS
(In thousands)

| | 2024 | 2023 |
|---|---|---|
| Current liabilities: | | |
| Accounts payable and accrued expenses | $ 49,136 | $ 49,982 |
| Accrued compensation and related expenses | 54,333 | 46,827 |
| Accrual for estimated third-party payor settlements | 74,220 | 68,589 |
| Current portion of long-term debt and finance lease liabilities | 4,676 | 6,144 |
| Current portion of operating lease liabilities | 4,979 | 5,406 |
| Total current liabilities | 187,344 | 176,948 |
| Long-term debt and finance lease liabilities, net of current portion | 140,874 | 145,525 |
| Operating lease liabilities, less current portion | 24,813 | 21,091 |
| Reserve for insurance | 23,304 | 20,759 |
| Other long-term liabilities | 24,316 | 18,278 |
| Total liabilities | 400,651 | 382,601 |
| Net assets: | | |
| Without donor restrictions | 685,078 | 544,486 |
| With donor restrictions | 52,133 | 44,094 |
| Total Concord Hospital net assets | 737,211 | 588,580 |
| Noncontrolling interest in consolidated subsidiary | – | 2,732 |
| Total net assets | 737,211 | 591,312 |
| | $1,137,862 | $ 973,913 |

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2024 and 2023
(In thousands)

| | 2024 | 2023 |
|---|---|---|
| Revenue and other support without donor restrictions: | | |
| Patient service revenue | $773,394 | $705,758 |
| Other revenue | 30,559 | 29,373 |
| Disproportionate share revenue | 28,788 | 30,212 |
| Net assets released from restrictions for operations | 1,369 | 5,105 |
| Total revenue and other support without donor restrictions | 834,110 | 770,448 |
| Operating expenses: | | |
| Salaries and wages | 406,141 | 377,209 |
| Employee benefits | 94,832 | 81,591 |
| Supplies and other | 165,925 | 152,635 |
| Purchased services | 61,666 | 57,796 |
| Professional fees | 7,836 | 17,021 |
| Depreciation and amortization | 29,167 | 27,291 |
| Medicaid enhancement tax | 34,152 | 32,647 |
| Interest | 4,328 | 4,275 |
| Total operating expenses | 804,047 | 750,465 |
| Income from operations | 30,063 | 19,983 |
| Nonoperating income (loss): | | |
| Gifts and bequests without donor restrictions | 402 | 346 |
| Investment income and other | 84,909 | 49,961 |
| Other nonoperating expense | (855) | (856) |
| Net periodic benefit gain, other than service cost | 6,138 | 4,733 |
| Total nonoperating income | 90,594 | 54,184 |
| Consolidated excess of revenues and nonoperating income over expenses | 120,657 | 74,167 |
| Excess of revenues and nonoperating income over expenses attributable to noncontrolling interest in consolidated subsidiary | (199) | (181) |
| Excess of revenues and nonoperating income over expenses attributable to the System | $120,458 | $ 73,986 |

See accompanying notes.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2024 and 2023
(In thousands)

| | 2024 | 2023 |
|---|---|---|
| System net assets without donor restrictions: | | |
| Excess of revenues and nonoperating income over expenses attributable to the System | $120,458 | $ 73,986 |
| Net transfers from affiliates | 173 | 97 |
| Other changes | – | (339) |
| Unrealized gains on debt securities | 698 | – |
| Net assets released from restrictions used for purchases of property and equipment | 118 | 753 |
| Pension adjustment | 17,796 | 26,489 |
| Acquisition of noncontrolling interest in consolidated subsidiary | 1,349 | – |
| Increase in System net assets without donor restrictions | 140,592 | 100,986 |
| System net assets with donor restrictions: | | |
| Contributions and pledges with donor restrictions | 2,356 | 2,704 |
| Net investment gain | 5,761 | 3,664 |
| Contributions to affiliates and other community organizations | (207) | (302) |
| Unrealized gains on trusts administered by others | 1,616 | 372 |
| Net assets released from restrictions for operations | (1,369) | (5,105) |
| Net assets released from restrictions used for purchases of property and equipment | (118) | (753) |
| Increase in System net assets with donor restrictions | 8,039 | 580 |
| Increase in System net assets | 148,631 | 101,566 |
| Noncontrolling interest in consolidated subsidiary: | | |
| Distributions to noncontrolling interest in consolidated subsidiary | (57) | (140) |
| Excess of revenues and nonoperating income over expenses attributable to noncontrolling interest in consolidated subsidiary | 199 | 181 |
| Acquisition of noncontrolling interest in consolidated subsidiary | (2,874) | – |
| (Decrease) increase in noncontrolling interest in consolidated subsidiary | (2,732) | 41 |
| Increase in total net assets | 145,899 | 101,607 |
| Net assets, beginning of year | 591,312 | 489,705 |
| Net assets, end of year | $737,211 | $591,312 |

See accompanying notes.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2024 and 2023
(In thousands)

| | 2024 | 2023 |
|---|---|---|
| Cash flows from operating activities: | | |
| Increase in total net assets | $ 145,899 | $ 101,607 |
| Adjustments to reconcile increase in total net assets to net cash provided by operating activities: | | |
| Contributions and pledges with donor restrictions | (2,355) | (2,704) |
| Depreciation and amortization | 29,167 | 27,291 |
| Net realized and unrealized gains on investments | (80,279) | (46,446) |
| Bond premium and issuance cost amortization | (738) | (940) |
| Equity in earnings of affiliates, net | (5,120) | (5,012) |
| Distributions to noncontrolling interest in consolidated subsidiary | 57 | 140 |
| Pension adjustment | 17,796 | (26,489) |
| Acquisition of noncontrolling interest in consolidated subsidiary | 1,525 | – |
| Noncash lease expense | 79 | 245 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | 1,254 | 19,207 |
| Supplies, prepaid expenses and other current assets | (2,761) | 2,389 |
| Prepaid pension and other assets | (49,211) | 1,900 |
| Due from affiliates | 1,265 | (278) |
| Accounts payable and accrued expenses | (846) | (379) |
| Accrued compensation and related expenses | 7,506 | (2,280) |
| Accrual for estimated third-party payor settlements | 5,631 | 5,981 |
| Other long-term liabilities | 6,038 | (5,665) |
| Reserve for insurance | 2,545 | (2,842) |
| Net cash provided by operating activities | 77,452 | 65,725 |
| Cash flows from investing activities: | | |
| Purchases of property and equipment | (20,789) | (25,078) |
| Purchases of investments | (190,014) | (99,562) |
| Proceeds from sales of investments | 106,866 | 81,450 |
| Equity distributions from affiliates | 4,648 | 4,518 |
| Net cash used by investing activities | (99,289) | (38,672) |
| Cash flows from financing activities: | | |
| Payments on long-term debt and finance lease liabilities | (6,302) | (4,147) |
| Payment on acquisition of noncontrolling interest in consolidated subsidiary | (1,525) | – |
| Distributions to noncontrolling interest in consolidated subsidiary | (57) | (140) |
| Contributions and pledges with donor restrictions | 2,355 | 2,521 |
| Net cash used by financing activities | (5,529) | (1,766) |
| Net (decrease) increase in cash and cash equivalents | (27,366) | 25,287 |
| Cash and cash equivalents at beginning of year | 79,917 | 54,630 |
| Cash and cash equivalents at end of year | $ 52,551 | $ 79,917 |

Supplemental disclosure of noncash transactions:
During 2024, the System entered into a finance lease liability to finance certain equipment totaling $921.
See Note 16 with respect to certain additional noncash activities related to leases.

See accompanying notes.

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

*Organization*

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

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

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

Subsidiaries of the Hospital are as follows:

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

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

*Concord Hospital ACO (CH-ACO)* is a single member limited liability company that engages in providing medical services to Medicare beneficiaries as accountable care organizations. CH-ACO has a perpetual life and is subject to termination in certain events. CH-ACO had minimal activity during fiscal years 2024 and 2023.

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

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

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

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

GSIE discontinued writing coverages effective October 1, 2022, and its current operations consist of runoff claims for a previously withdrawn subscriber, as well as the current subscriber, CRHC.

*Concord Hospital Insurance Group, LLC (CHIG)* is a Vermont domiciled single parent captive entity and operates in a manner and conducts activities similar to GSIE, as described above. CHIG began operations in late 2022. GSIE entered into a loss portfolio transfer agreement with CHIG in September 2022, whereas GSIE would transfer all of its existing and future claims to CHIG, with the exception of acts prior to CRHC. This transfer was completed prior to September 30, 2023.

*Concord Endoscopy Center, LLC (CEC)* is a New Hampshire limited liability company that engages in providing gastrointestinal services, including the diagnosis and treatment of digestive and liver diseases. CEC has a perpetual life and is subject to termination in certain events. At September 30, 2023, CRHVC held a majority interest and control of CEC. As further discussed below, during 2024, the System acquired the remaining noncontrolling interest in CEC, increasing its ownership to 100%.

*Capital Region Healthcare Services Corporation (CRHSC)* is a for-profit provider of health care services, including an eye surgery center and assisted living facility. CRHSC became a subsidiary of the Hospital effective October 1, 2022.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC, CH-ACO, CH-Laconia, CH-Franklin, GSIE, CHIG, CEC and CRHSC. All significant intercompany balances and transactions have been eliminated in consolidation. The Hospital, the Trust, CH-Laconia and CH-Franklin constitute the Obligated Group at September 30, 2024 and 2023 to certain debt described in Note 7.

*Principles of Consolidation*

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

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

*Noncontrolling Interests*

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

As previously discussed, during 2024, the System acquired the remaining noncontrolling interest in CEC, increasing its ownership to 100%. The transaction was accounted for as a net asset transaction as the System already had control of CEC. The total consideration paid to acquire the noncontrolling interest was $1,525. The carrying amount of the noncontrolling interest as of the acquisition date was $2,874. The difference between the consideration paid and the carrying amount of the noncontrolling interest totaling $1,349 is reflected as an increase in net assets without donor restriction in the accompanying 2024 consolidated statement of changes in net assets.

*Use of Estimates*

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

*Concentration of Credit Risk*

Financial instruments which subject the System to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the System's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The System's accounts receivable are primarily due from third-party payors and amounts are presented net of expected explicit and implicit price concessions, including estimated implicit price concessions from uninsured patients. The System's investment portfolio consists of diversified investments, which are subject to market risk. The System's investment in one fund, the Vanguard Institutional Index Fund, exceeds 10% of total System investments as of September 30, 2024 and 2023.

*Cash and Cash Equivalents*

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

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

*Supplies*

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

*Assets Whose Use is Limited or Restricted*

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

*Investments and Investment Income*

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) and the net change in unrealized gains and losses on investments are included in the excess of revenues and nonoperating income over expenses in the accompanying consolidated statements of operations, unless the income or loss is restricted by donor or law. The change in net unrealized gains and losses on debt securities is reported as a separate component of the change in net assets without donor restrictions, except declines that are determined by management to be other than temporary, which are reported as an impairment charge (included in the excess of revenues and nonoperating income over expenses). No such losses were recorded in 2024 or 2023.

*Beneficial Interest in Perpetual Trusts*

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

*Investment Policies*

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

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

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

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

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

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

*Spending Policy for Appropriation of Assets for Expenditure*

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

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

*Accounts Receivable*

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. Accounts receivable at September 30, 2024 and 2023 reflect the fact that any estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts. At September 30, 2024 and 2023, estimated implicit price concessions of $25,767 and $26,391, respectively, had been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to be collected.

Accounts receivable as of September 30, 2024, 2023 and 2022 are $90,064, $91,318 and $110,525, respectively.

*Property and Equipment*

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2024 and 2023, depreciation and amortization expense was $29,167 and $27,291, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. Capitalized interest was not significant for the years ended September 30, 2024 and 2023.

(In thousands)

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

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

*Intangible Assets*

The System reviews its intangible and other long-lived assets annually to determine whether the carrying amount of such assets is impaired. Upon determination that an impairment has occurred, these assets are reduced to fair value. There were no impairments recorded for the years ended September 30, 2024 or 2023.

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

| | 2024 | 2023 |
|---|---|---|
| Cost | $ 8,556 | $ 8,556 |
| Accumulated amortization | (2,996) | (2,140) |
| Amortizable intangible assets, net | $ 5,560 | $ 6,416 |

Amortization expense was $856 during the years ended September 30, 2024 and 2023 and is recorded within other nonoperating expense in the accompanying consolidated statements of operations.

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

| | |
|---|---|
| 2025 | $ 856 |
| 2026 | 856 |
| 2027 | 856 |
| 2028 | 856 |
| 2029 | 856 |
| Thereafter | 1,280 |
| | $ 5,560 |

*Federal Grant Revenue and Expenditures*

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

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

*Bond Issuance Costs/Original Issue Discount or Premium*

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

*Charity Care*

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 12). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2024 and 2023 were approximately $134 and $130, respectively.

*Net Assets With Donor Restrictions*

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

*Patient Service Revenue*

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

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

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

The System receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost reports. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. For the years ended September 30, 2024 and 2023, patient service revenue in the accompanying consolidated statements of operations increased by approximately $10,400 and $4,700, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 39% and 4% and 40% and 5% of the System's patient service revenue for the years ended September 30, 2024 and 2023, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

*Excess of Revenues and Nonoperating Income Over Expenses*

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

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

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

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

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

*Functional Expense Allocation*

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

*Income Taxes*

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

*Advertising Costs*

The System expenses advertising costs as incurred, and such costs totaled $326 and $247 for the years ended September 30, 2024 and 2023, respectively.

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

*Leases*

At the inception of an arrangement, the System determines whether the arrangement is, or contains, a lease based on the unique facts and circumstances present in the arrangement. A lease is a contract, or part of a contract, that conveys the right to control the use of identified property or equipment (an identified asset) for a period of time in exchange for consideration. The System determines if the contract conveys the right to control the use of an identified asset for a period of time. The System assesses throughout the period of use whether the System has both of the following: (1) the right to obtain substantially all of the economic benefits from use of the identified asset, and (2) the right to direct the use of the identified asset. This determination is reassessed if the terms of the contract are changed.

Leases are classified as operating or finance leases based on the terms of the lease agreement and certain characteristics of the identified asset. Leases with a term greater than one year are recognized on the balance sheet as right-of-use assets and lease obligations, as applicable.

The interest rate implicit in lease contracts is typically not readily determinable. As a result, the System has elected to utilize a risk-free rate as the rate to discount lease payments.

Lease liabilities are initially recorded based on the present value of lease payments over the expected remaining lease term. Lease payments are comprised of fixed and in-substance fixed contract consideration. The System has made a policy election not to separate lease components, nonlease components, and noncomponents. The right-of-use asset is based on the lease liability, adjusted for certain items such as lease prepayments or lease incentives received. Finance lease assets are amortized on a straight-line basis, with interest costs reported separately, over the lesser of the useful life of the leased asset or lease term. Operating lease expense is recognized on a straight-line basis. Variable lease payments are expensed as incurred.

The System assesses at the commencement of a lease any options to extend or terminate the lease agreement, and will include in the lease term any extensions or renewals which it determines it is reasonably certain to exercise. Assumptions made at the lease commencement date are re-evaluated upon the occurrence of certain events, including a lease modification. A lease modification results in a separate contract when the modification grants the lessee an additional right-of-use not included in the original lease and when lease payments increase commensurate with the standalone price for the additional right-of-use. When a lease modification results in a separate contract, it is accounted for in the same manner as a new lease.

*Subsequent Events*

Management of the System evaluated events occurring between the end of the System's fiscal year and December 11, 2024, the date the consolidated financial statements were available to be issued.

(In thousands)

## 2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2024 and 2023, transfers received from affiliates were $173 and $97, respectively.

Amounts due the System, primarily from joint ventures, totaled $645 and $1,910 at September 30, 2024 and 2023, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables ($395 and $467 at September 30, 2024 and 2023, respectively) with principal and interest (6.75% at September 30, 2024) payments due monthly. Interest income amounted to $29 and $34 for the years ended September 30, 2024 and 2023, respectively.

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

- Granite VNA (formerly Concord Regional Visiting Nurse Association, Inc. and Subsidiary) provides home health care services.
- Riverbend Community Mental Health, Inc. provides behavioral health services.

Contributions to affiliates and other community organizations from net assets with donor restrictions were $207 and $302 in 2024 and 2023, respectively.

## 3. Financial Assets and Liquidity Resources

Financial assets and liquidity resources available within one year for general expenditure consisted of the following at September 30, 2024:

| | |
|---|---|
| Cash and cash equivalents | $ 52,551 |
| Short-term investments | 88,627 |
| Accounts receivable | 90,064 |
| Funds held by trustee for insurance reserves | 20,257 |
| | $251,499 |

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents and short-term investments include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2024, the balance of liquid investments in board-designated assets was $445,853.

(In thousands)

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

Short-term investments totaling $88,627 and $46,394 at September 30, 2024 and 2023, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

| | 2024 | 2023 |
|---|---|---|
| Board designated funds: | | |
| Cash and cash equivalents | $ 16,132 | $ 25,295 |
| Fixed income securities | 54,733 | 22,124 |
| Marketable equity and other securities | 406,948 | 326,500 |
| Inflation-protected securities | 15,884 | 14,386 |
| | 493,697 | 388,305 |
| Held by trustee for workers' compensation reserves: | | |
| Fixed income securities | 3,259 | 2,967 |
| Self-insurance escrows and construction funds: | | |
| Cash and cash equivalents | 2,954 | 1,255 |
| Fixed income securities | 13,911 | 13,357 |
| Marketable equity securities | 22,599 | 17,381 |
| | 39,464 | 31,993 |
| Donor-restricted funds and restricted grants: | | |
| Cash and cash equivalents | 6,446 | 5,857 |
| Fixed income securities | 3,547 | 1,372 |
| Marketable equity securities | 28,602 | 24,965 |
| Inflation-protected securities | 1,122 | 1,100 |
| Trust funds administered by others | 11,824 | 10,208 |
| Other | 592 | 592 |
| | 52,133 | 44,094 |
| | $588,553 | $467,359 |

Included in marketable equity and other securities above are $220,662 and $205,295 at September 30, 2024 and 2023, respectively, in so called alternative investments and collective trust funds. See also Note 15.

(In thousands)

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

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

| | 2024 | 2023 |
|---|---|---|
| Net assets without donor restrictions: | | |
| Interest and dividends | $13,022 | $ 7,904 |
| Investment income from trust funds administered by others | 495 | 541 |
| Net realized gains on sales of investments | 11,226 | 5,383 |
| Net unrealized gains on investments | 62,270 | 37,459 |
| | 87,013 | 51,287 |
| Net assets with donor restrictions: | | |
| Interest and dividends | 594 | 432 |
| Net realized gains on sales of investments | 821 | 395 |
| Net unrealized gains on investments | 5,962 | 3,209 |
| | 7,377 | 4,036 |
| | $94,390 | $55,323 |

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was $1,797 and $1,767 in 2024 and 2023, respectively.

Investment management fees expensed and reflected in investment income and other were $1,010 and $857 for the years ended September 30, 2024 and 2023, respectively.

## 5. Retirement Plans

The System sponsors a defined contribution plan qualified under Section 403(b) of the U.S. Internal Revenue Code (IRC) covering eligible employees of the System. Participants are allowed to make pre-tax or post-tax Roth 403(b) contributions, or a combination of the two. The System does not make matching contributions. Effective January 1, 2024, the System elected to amend this plan to institute employer nonelective and matching contributions, based on certain eligibility requirements, as well as implementing an automatic deferral arrangement equal to 3% of eligible compensation, as further defined in the amendment.

The System sponsored two noncontributory defined benefit retirement plans (the Retirement Plan for Employees of Concord Hospital (CH Plan) and the Retirement Plan for Employees of Concord Hospital – Laconia (CH-Laconia Plan)), (collectively, the Plans), which covered substantially all employees of the System. The Plans provided benefits based on an employee's years of service, age and compensation over those years.

(In thousands)

5. **Retirement Plans (Continued)**

On October 24, 2022, the Board of Trustees approved a merger of the CH Plan into the CH-Laconia Plan. The merger of the Plans was effective December 31, 2022 and the surviving plan was named the Retirement Plan for Employees of Concord Hospital (Concord Hospital Plan).

Effective January 1, 2024, the Board of Trustees elected to amend the Concord Hospital Plan to discontinue future participation in the Plan by any employees who are hired or rehired after December 31, 2023, as further defined in the amendment.

The System accounts for its defined benefit pension plans under ASC 715, *Compensation Retirement Benefits*, which requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements. The System's funding policy for the plans is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

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

| | 2024 | 2023 |
|---|---|---|
| Funded status: | | |
| Fair value of plan assets | $ 416,191 | $ 343,471 |
| Projected benefit obligation | (363,099) | (319,529) |
| | $ 53,092 | $ 23,942 |
| Activities for the year consist of: | | |
| Benefit payments and administrative expenses paid | $ 19,256 | $ 33,965 |
| Net periodic benefit cost | 4,647 | 8,565 |

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

| | 2024 | 2023 |
|---|---|---|
| Change in benefit obligation: | | |
| Projected benefit obligation at beginning of year | $319,529 | $329,477 |
| Service cost | 10,785 | 13,298 |
| Interest cost | 19,364 | 18,596 |
| Actuarial loss (gain) | 32,677 | (7,877) |
| Benefit payments and administrative expenses paid | (19,256) | (33,965) |
| Projected benefit obligation at end of year | $363,099 | $319,529 |

(In thousands)

5. **Retirement Plans (Continued)**

| | 2024 | 2023 |
|---|---|---|
| Change in plan assets: | | |
| Fair value of plan assets at beginning of year | $343,471 | $319,496 |
| Actual gain on plan assets | 75,976 | 41,940 |
| Employer contributions | 16,000 | 16,000 |
| Benefit payments and administrative expenses | (19,256) | (33,965) |
| Fair value of plan assets at end of year | $416,191 | $343,471 |
| Funded status and amount recognized in noncurrent assets at September 30 | $ 53,092 | $ 23,942 |

Amounts recognized as a change in net assets without donor restrictions during the years ended September 30, 2024 and 2023 consist of:

| | 2024 | 2023 |
|---|---|---|
| Net actuarial gain | $ (14,596) | $ (23,273) |
| Net amortized loss | (3,356) | (3,372) |
| Prior service credit amortization | 156 | 156 |
| Total amount recognized | $ (17,796) | $ (26,489) |

*Pension Plan Assets*

The fair values of the Plans' assets as of September 30, 2024 and 2023, by asset category are as follows (see Note 15 for level definitions). In accordance with ASC 820, *Fair Value Measurements*, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

| | 2024 | 2023 |
|---|---|---|
| Short-term investments (Level 1): | | |
| Money market funds | $ 12,498 | $ 12,804 |
| Equity securities (Level 1): | | |
| Mutual funds – domestic | 191,355 | 145,825 |
| Mutual funds – international | 10,328 | – |
| Fixed income securities (Level 1): | | |
| Mutual funds – inflation hedge | 14,214 | 12,946 |
| Mutual funds – fixed income | 49,304 | 37,877 |
| | 277,699 | 209,452 |

(In thousands)

5. **Retirement Plans (Continued)**

| | 2024 | 2023 |
|---|---|---|
| Funds measured at net asset value: | | |
| Equity securities: | | |
| Funds-of-funds | $ 93,308 | $ 81,170 |
| Collective trust funds: | | |
| Equities | 45,184 | 46,327 |
| Fixed income | – | 6,522 |
| | 45,184 | 52,849 |
| Total investments at fair value | $416,191 | $343,471 |

The Concord Hospital Plan's target asset policy guidelines include total short-term investments between 0% and 20%, total equity securities between 40%-80%, total fixed income securities between 5% and 80%, and other strategies between 0% and 30%. The CH Plan's target asset policy guidelines, prior to the merger of the Plans described above, included total short-term investments between 0% and 20%, total equity securities between 40%-80%, total fixed income securities between 5% and 80%, and other strategies between 0% and 30%. The CH-Laconia Plan's target asset policy guidelines, prior to the merger of the Plans described above, included total equity securities of 50% and total fixed income securities of 50%.

The Plans' asset allocations by asset category are as follows as of September 30:

| | 2024 | 2023 |
|---|---|---|
| Short-term investments | 3% | 4% |
| Equity securities | 71% | 66% |
| Fixed income securities | 15% | 17% |
| Other | 11% | 13% |

The funds-of-funds in the Concord Hospital Plan are invested with various investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately $23.7 million at September 30, 2024 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately $10.5 million at September 30, 2024 allows for monthly redemptions, with 15 days' notice. Four managers holding amounts totaling approximately $39.1 million at September 30, 2024 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Two managers holding amounts totaling approximately $20.0 million at September 30, 2024 allow for annual redemptions, with notices ranging from 60 to 90 days. The collective trust funds allow for monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash, limit the percent of the investment that can be redeemed each redemption period, or are subject to certain lock periods.

(In thousands)

5. **Retirement Plans (Continued)**

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

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

Amounts included in expense consist of the following for the years ended September 30:

| | 2024 | 2023 |
|---|---|---|
| Components of net periodic benefit cost: | | |
| Service cost | $ 10,785 | $ 13,298 |
| Interest cost | 19,364 | 18,596 |
| Expected return on plan assets | (28,702) | (26,545) |
| Amortization of prior service credit and loss | 3,200 | 3,216 |
| Net periodic benefit cost | $ 4,647 | $ 8,565 |

The accumulated benefit obligation for the Plans at September 30, 2024 and 2023 was $354,327 and $313,562, respectively.

| | 2024 | 2023 |
|---|---|---|
| Weighted average assumptions to determine benefit obligation: | | |
| Discount rate | 5.38% | 6.11% |
| Rate of compensation increase | 3.00% | 3.00% |
| Weighted average assumptions to determine net periodic benefit cost: | | |
| Discount rate | 6.11% | 5.63% |
| Expected return on plan assets | 8.50% | 7.60% |
| Cash balance credit rate | 3.00% - 5.00% | 3.00% - 5.00% |
| Rate of compensation increase | 3.00% | 3.00% |

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

(In thousands)

## 5. Retirement Plans (Continued)

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

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund $5,000 in cash contributions to the Concord Hospital Plan in 2025.

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

| Year Ended September 30 | |
|---|---|
| 2025 | $ 25,929 |
| 2026 | 24,465 |
| 2027 | 33,327 |
| 2028 | 30,120 |
| 2029 | 28,170 |
| 2030 – 2034 | 152,052 |

## 6. Estimated Third-Party Payor Settlements

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

*Medicare*

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

The physician practices are reimbursed on a fee schedule basis.

*Medicaid Enhancement Tax and Disproportionate Share Payment*

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2024 and 2023. The amount of tax incurred by the System for 2024 and 2023 was $34,152 and $32,647, respectively.

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

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within revenue without donor restrictions and other support and amounted to $28,788 in 2024 and $30,212 in 2023, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2020, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date or any future redistributions.

During fiscal year 2024, the Hospital filed suit against the NH Department of Health and Human Services over their plan for the redistribution of DSH payments from 2011 to 2017. All amounts related to the redistribution plan have been fully reserved for as of September 30, 2024.

*Medicaid*

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

The physician practices are reimbursed on a fee schedule basis.

*Other*

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

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2018 for Medicare and Medicaid. Settlements for CH-Laconia have been finalized through 2020 for Medicare and Medicaid. Settlements for CH-Franklin have been finalized through 2022 for Medicare and 2021 for Medicaid.

(In thousands)

## 7. Long-Term Debt and Finance Lease Liabilities

Long-term debt consists of the following at September 30, 2024 and 2023:

| | 2024 | 2023 |
|---|---|---|
| New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue bonds, Concord Hospital Issue, Series 2021A; interest ranging from 3.0% to 5.0% per year and principal payable in annual installments ranging from $1,685 to $3,095 through October 2042, including unamortized original issue premium of $5,730 in 2024 and $6,219 in 2023 | $ 43,911 | $ 46,280 |
| 2020A note payable to a bank, due October 1, 2026, interest at 1.57% per annum, payable in monthly and annual principal payments ranging from $2,500 to $2,580 | 7,624 | 10,093 |
| 2020B note payable to a bank, due October 1, 2035 (lender has the option to extend the maturity date through October 1, 2043), interest at 2.26% per annum, payable in monthly and annual principal payments ranging from $991 to $2,942 beginning October 2023. Final balloon payment of $10,157 due October 1, 2035, if the maturity date is not extended by the lender. This note converted into tax-exempt revenue bonds effective July 6, 2022. As a result of the conversion, the interest rate was reduced to 1.84%. | 34,667 | 36,582 |
| NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from $2,010 to $5,965 beginning October 2032, including unamortized original issue premium of $5,598 in 2024 and $5,923 in 2023 | 59,808 | 60,012 |
| | 146,010 | 152,967 |
| Less unamortized bond issuance costs | (1,222) | (1,298) |
| Finance lease liabilities (see Note 16) | 762 | – |
| Less current portion | (4,676) | (6,144) |
| | $140,874 | $145,525 |

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

In March 2020, the Hospital entered into a $36,582 note payable agreement (2020B note) with a lender to advance refund the Series 2013A NHHEFA Hospital Revenue Bonds. No amounts of the Series 2013A advance refunded bonds remained outstanding as of September 30, 2024 and 2023. In conjunction with the issuance of the 2020B note, in order to further reduce debt service obligations, the Hospital, NHHEFA and the lender entered into a forward purchase agreement. Under the forward purchase agreement, the Hospital had the option to request NHHEFA to issue tax-exempt revenue bonds on or after July 3, 2022 to refinance the 2020B note. The Hospital exercised this option on July 6, 2022, which resulted in the interest rate decreasing from 2.26% to 1.84%.

(In thousands)

7. **Long-Term Debt and Finance Lease Liabilities (Continued)**

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

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, are pledged as collateral for all outstanding long-term debt. In addition, the gross receipts of the Hospital, CH-Laconia and CH-Franklin are also pledged as collateral for all outstanding long-term debt. CH-Laconia and CH-Franklin also pledge gross receipts as collateral for the outstanding Series 2021A Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The System was in compliance with its debt covenants at September 30, 2024 and 2023.

The obligations of the Hospital under the above bond indentures are guaranteed by the Hospital, CH-Laconia and CH-Franklin and are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to $5,064 and $5,215 for the years ended September 30, 2024 and 2023, respectively.

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

| | |
|---|---|
| 2025 | $ 4,676 |
| 2026 | 5,414 |
| 2027 | 7,194 |
| 2028 | 4,579 |
| 2029 | 4,648 |
| Thereafter | 108,933 |
| | $135,444 |

## 8. Commitments and Contingencies

*Malpractice Loss Contingencies*

The System insures its medical malpractice risks through GSIE, a multiprovider captive insurance company. As discussed in Note 1, during 2022, GSIE began the process of winding down operations and was replaced with CHIG.

GSIE and CHIG provide claims-made medical stop loss coverage to their subscriber health systems. Subsequent to December 31, 2020, the System is the sole remaining subscriber of GSIE. The System is also the only subscriber of CHIG. GSIE and CHIG purchase reinsurance from three reinsurers to limit potential exposure to the System. The reinsurance policies in place are subject to renewal on January 1, 2025, and, after the System's primary retained layer of $2 million (GSIE) and $3 million (CHIG) per occurrence and $12 million aggregate, cover up to $25 million per occurrence and aggregate per annum. The failure of reinsurers to honor their obligations could result in additional losses to GSIE and CHIG, and those losses could be significant to GSIE, CHIG and the System.

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

At September 30, 2024, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total $19,428 and $17,690 at September 30, 2024 and 2023, respectively, and are reflected in the accompanying consolidated balance sheets within reserves for insurance. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

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

In accordance with ASU No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2024 and 2023, the System recorded a liability of approximately $3,900 and $3,100, respectively related to estimated professional liability losses. At September 30, 2024 and 2023, the System also recorded a receivable of $3,900 and $3,100, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in reserve for insurance ($3,900 at September 30, 2024 and $3,100 at September 30, 2023), and other assets ($3,900 at September 30, 2024 and $3,100 at September 30, 2023), respectively, in the accompanying consolidated balance sheets.

*Workers' Compensation*

The System maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the System against excessive losses. The System has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $3,451 and $4,061 at September 30, 2024 and 2023, respectively, are recorded within accounts payable and accrued expenses in the accompanying consolidated balance sheets and have been discounted at 3% and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled $3,259 and $2,967 at September 30, 2024 and 2023, respectively, and are included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

*Litigation*

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

*Health Insurance*

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of $550 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2024 and 2023, have been recorded as a liability of $13,616 and $13,631, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

(In thousands)

## 9. Net Assets With Donor Restrictions

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

| | 2024 | 2023 |
|---|---|---|
| Purpose restriction: | | |
| Health education and program services | $24,801 | $18,770 |
| Capital acquisitions | 617 | 441 |
| Indigent care | 80 | 83 |
| Pledges receivable with stipulated purpose and/or time restrictions | 575 | 575 |
| | 26,073 | 19,869 |
| Perpetual in nature: | | |
| Health education and program services | 22,590 | 20,859 |
| Capital acquisitions | 803 | 803 |
| Indigent care | 2,113 | 2,105 |
| Annuities to be held in perpetuity | 554 | 458 |
| | 26,060 | 24,225 |
| Total net assets with donor restrictions | $52,133 | $44,094 |

## 10. Patient Service Revenue

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

| | 2024 | 2023 |
|---|---|---|
| Private payor (includes coinsurance and deductibles) | $434,421 | $388,492 |
| Medicare | 302,298 | 282,111 |
| Medicaid | 33,110 | 34,880 |
| Self-pay | 3,565 | 275 |
| | $773,394 | $705,758 |

(In thousands)

## 11. Functional Expenses

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

| | Health Services | General and Administrative | Fund-raising | Total |
|---|---|---|---|---|
| 2024 | | | | |
| Salaries and wages | $340,034 | $ 65,471 | $ 636 | $406,141 |
| Employee benefits | 79,395 | 15,289 | 148 | 94,832 |
| Supplies and other | 141,137 | 24,597 | 191 | 165,925 |
| Purchased services | 43,322 | 18,213 | 131 | 61,666 |
| Professional fees | 7,836 | – | – | 7,836 |
| Depreciation and amortization | 19,568 | 9,290 | 309 | 29,167 |
| Medicaid enhancement tax | 34,152 | – | – | 34,152 |
| Interest | 2,904 | 1,378 | 46 | 4,328 |
| | $668,348 | $134,238 | $1,461 | $804,047 |
| 2023 | | | | |
| Salaries and wages | $316,143 | $ 60,492 | $ 574 | $377,209 |
| Employee benefits | 68,381 | 13,086 | 124 | 81,591 |
| Supplies and other | 131,206 | 21,241 | 188 | 152,635 |
| Purchased services | 37,677 | 19,896 | 223 | 57,796 |
| Professional fees | 17,021 | – | – | 17,021 |
| Depreciation and amortization | 18,310 | 8,692 | 289 | 27,291 |
| Medicaid enhancement tax | 32,647 | – | – | 32,647 |
| Interest | 2,868 | 1,362 | 45 | 4,275 |
| | $624,253 | $124,769 | $1,443 | $750,465 |

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

(In thousands)

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

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

| | 2024 | 2023 |
|---|---|---|
| Government sponsored healthcare | $ 39,057 | $35,353 |
| Community health services | 1,618 | 1,507 |
| Health professions education | 2,443 | 2,801 |
| Subsidized health services | 56,664 | 52,622 |
| Research | 298 | 306 |
| Financial contributions | 453 | 1,405 |
| Community benefit operations | 59 | 68 |
| Community building activities | 285 | 786 |
| Charity care costs (see Note 1) | 4,069 | 3,465 |
| | $104,946 | $98,313 |

The System incurred estimated costs for services to Medicare patients in excess of the payment from this program of $81,429 and $82,230 in 2024 and 2023, respectively.

## 13. Concentration of Credit Risk

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

| | 2024 | 2023 |
|---|---|---|
| Patients | 11% | 9% |
| Medicare | 39 | 38 |
| Anthem Blue Cross | 16 | 19 |
| Cigna | 3 | 3 |
| Medicaid | 9 | 10 |
| Commercial | 20 | 19 |
| Workers' compensation | 2 | 2 |
| | 100% | 100% |

## 14. Volunteer Services (Unaudited)

Total volunteer service hours received by the System were approximately 25,500 and 25,000 in 2024 and 2023, respectively. The volunteers provide various nonspecialized services to the System, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

## 15. Fair Value Measurements

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

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

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

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

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2024 and 2023. In accordance with ASC 820, *Fair Value Measurements*, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

(In thousands)

## 15. Fair Value Measurements (Continued)

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

| | Level 1 | Level 2 | Level 3 | Total |
|---|---|---|---|---|
| 2024 | | | | |
| Cash and cash equivalents | $114,159 | $ – | $ – | $114,159 |
| Fixed income securities | 59,373 | 11,800 | – | 71,173 |
| Marketable equity and other securities | 237,487 | – | – | 237,487 |
| Inflation-protected securities and other | 17,598 | – | – | 17,598 |
| Trust funds administered by others | – | – | 11,824 | 11,824 |
| | $428,617 | $11,800 | $11,824 | 452,241 |
| Funds measured at net asset value: | | | | |
| Marketable equity and other securities | | | | 220,662 |
| | | | | $672,903 |
| 2023 | | | | |
| Cash and cash equivalents | $ 78,801 | $ – | $ – | $ 78,801 |
| Fixed income securities | 25,471 | 10,177 | – | 35,648 |
| Marketable equity and other securities | 163,551 | – | – | 163,551 |
| Inflation-protected securities and other | 16,078 | – | – | 16,078 |
| Trust funds administered by others | – | – | 10,208 | 10,208 |
| | $283,901 | $10,177 | $10,208 | 304,286 |
| Funds measured at net asset value: | | | | |
| Marketable equity and other securities | | | | 205,295 |
| | | | | $509,581 |

In addition, for the years ended September 30, 2024 and 2023, there are certain investments totaling $4,277 and $4,172, respectively, which are appropriately being carried at cost.

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

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

(In thousands)

## 15. Fair Value Measurements (Continued)

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2024 and 2023:

| | Trust Funds Administered by Others |
|---|---|
| Balance at September 30, 2022 | $ 9,836 |
| Net realized and unrealized gains | 372 |
| Balance at September 30, 2023 | 10,208 |
| Net realized and unrealized gains | 1,616 |
| Balance at September 30, 2024 | $11,824 |

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

| | Fair Value | Unfunded Commitments | Redemption Frequency | Redemption Notice Period |
|---|---|---|---|---|
| September 30, 2024: | | | | |
| Funds-of-funds | $28,867 | $ – | Semi-monthly | 5 days |
| Funds-of-funds | 14,471 | – | Monthly | 15 days |
| Funds-of-funds | 50,300 | – | Quarterly | 45 – 65 days** |
| Funds-of-funds | 20,891 | – | Annual | 60 - 90 days |
| Funds-of-funds | 51,207 | 39,889 | Illiquid | N/A |
| Collective trust funds | 54,926 | – | Monthly | 6 – 10 days |
| September 30, 2023: | | | | |
| Funds-of-funds | $22,628 | $ – | Semi-monthly | 5 days |
| Funds-of-funds | 12,007 | – | Monthly | 15 days |
| Funds-of-funds | 44,264 | – | Quarterly | 45 – 65 days** |
| Funds-of-funds | 13,621 | – | Annual | 60 - 90 days |
| Funds-of-funds | 4,657 | – | Semi-annual | 60 days* |
| Funds-of-funds | 47,870 | 32,327 | Illiquid | N/A |
| Collective trust funds | 7,032 | – | Daily | 10 days |
| Collective trust funds | 7,641 | – | Weekly | 10 days |
| Collective trust funds | 45,575 | – | Monthly | 6 – 10 days |

* Limited to 25% of the investment balance at each redemption. A full redemption of this fund occurred during 2024.

** Certain investments have a one-year lock period (all expired) and redemption of one investment is limited to 12.5% of the investment balance at each redemption.

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

Fixed Income Securities

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

Marketable Equity and Other Securities

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

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

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

The System has committed to invest up to $92,670 with various investment managers, and had funded $45,140 of that commitment as of September 30, 2024. As these investments are made, the System reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

Inflation-Protected Securities

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

(In thousands)

## 15. Fair Value Measurements (Continued)

Fair Value of Other Financial Instruments

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

## 16. Leases

The System has various leases relative to its office and offsite locations, as well as equipment under finance leases. Lease right-of-use assets and lease liabilities are reported in the System's consolidated balance sheets as follows at September 30:

| | 2024 | 2023 |
|---|---|---|
| Operating leases: | | |
| Operating lease right-of-use assets | $29,468 | $26,252 |
| Current portion of operating lease liabilities | $ 4,979 | $ 5,406 |
| Operating lease liabilities, less current portion | 24,813 | 21,091 |
| Total operating lease liabilities | $29,792 | $26,497 |
| Finance leases: | | |
| Property and equipment | $ 761 | $ – |
| Current portion of finance lease liabilities | $ 221 | $ – |
| Finance lease liabilities, less current portion | 541 | – |
| Total finance lease liabilities | $ 762 | $ – |

During the years ended September 30, 2024 and 2023, the total lease cost associated with the System's operating leases was $6,540 and $6,319, respectively.

During the year ended September 30, 2024, the System recognized $173 in amortization expense related to finance lease right-of-use assets and $34 in interest expense related to finance leases.

(In thousands)

**16. Leases (Continued)**

*Supplemental Cash Flow Information*

Supplemental cash flow information is as follows for the fiscal years ended September 30:

| | 2024 | 2023 |
|---|---|---|
| Operating leases – operating cash flows (fixed payments) | $ 6,356 | $ 6,073 |
| Operating cash flows for finance leases (interest payments) | 34 | – |
| Finance cash flows for finance leases (liability reduction) | 159 | – |
| Noncash lease activity: | | |
| Operating leases - right-of-use assets and operating lease liabilities recorded upon adoption of ASU 842 | N/A | 28,636 |
| Operating leases - right-of-use assets obtained in exchange for new operating lease liabilities | 8,700 | 2,876 |
| Finance leases – right-of-use assets obtained in exchange for new finance lease liabilities | 921 | – |

*Lease Term and Discount Rate*

Lease term and discount rate are as follows for the fiscal years ended September 30:

| | 2024 | 2023 |
|---|---|---|
| Weighted-average remaining lease term (in years): | | |
| Operating leases | 7.97 | 6.97 |
| Finance leases | 3.25 | N/A |
| Weighted-average discount rate: | | |
| Operating leases | 3.84% | 3.91% |
| Finance leases | 5.14% | N/A |

(In thousands)

16. **Leases (Continued)**

As of September 30, 2024, maturities of operating and finance lease liabilities for each of the following five years were as follows:

| | Operating Leases | Finance Leases |
|---|---|---|
| 2025 | $ 5,929 | $256 |
| 2026 | 5,077 | 256 |
| 2027 | 4,159 | 256 |
| 2028 | 4,090 | 64 |
| 2029 | 3,750 | – |
| Thereafter | 11,699 | – |
| Total minimum future lease payments | 34,704 | 832 |
| Less imputed interest | (4,912) | (70) |
| Total lease liabilities | $29,792 | $762 |

# CONCORD HOSPITAL
# BOARD OF TRUSTEES
# 2025

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David Weiss
Donald Welford, **Secretary**

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

01/2025 hh

Brenna Grooms
She/They

**OrganizeNH** (Aug 2022 - November 2022)
*Field Organizer*

- Recruited, trained and directed a team of 83 volunteers
  - Organized 12 canvass launches between August and October
  - Knocked 5,659 doors, contacted 1,761 people
- Formed and Maintained political relationships with several state representatives, town committee chairs and community leaders.
- Secured five democratic seats in particularly red districts
- Increased volunteer contact through usage of Mobilize.

**Bel Air Nursing and Rehabilitation** (April 2022-August 2022)
*Housekeeper/Laundry Attendant*

**99 Restaurants** (March 2021-May 2022)
*Server*

- Provided fast, friendly and efficient service to dozens of guests during 2-3 hour rushes
- Kept orders and money in a neat fashion

**Target** (August 2020 - March 2021)
*Team Member*

## Skills

- Voter Outreah
- Data entering/ Database usage (Turf Cutting, Canvass Results, etc. via MiniVAN, MyCampaign etc)
- Political organization
- Google Drive, Powerpoint, Excel, etc.
- Customer Service

**Jeremy T Hartsell**
*CRSW*

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## OBJECTIVE

To help other people with substance use disorder to achieve and maintain their freedom through recovery.

## EXPERIENCE

Plymouth Area Recovery Connection
Peer Support Specialist
December 2021 - Current

Responsibilities Include Recovery Coaching, facilitating groups, entering notes into the data platform, outreach, community partner coordination, tele-recovery, resource gathering and navigation.

Farnum North (Webster Place)
Resident Instructor
July 2020- November 2021

Responsibilities include Group facilitation and documentation, medication administration and documentation through EMR, Random UA collection and documentation, client behavioral documentation, and one on one support through crisis and discussion of recovery options.

Head Rest Day and Night
Residential Counselor
April 2020-June 2020

Responsibilities include group facilitation, one on one support, documentation of treatment plan, ASAM evaluation, documentation of client behavior, team meetings, and documentation of medication.

Americorps Community Resource Corps
Recovery Coach
February 12, 2018-February 12, 2020

## TRAINING

- CRSW 2019-Current
- Soft Skills
- CCAR Recovery Coach Academy
- CCAR Recovery Coach Academy Training of the Trainer
- Suicide Prevention
- HIV Update for Substance Use Professionals
- Behavioral Health with Co-Occurring Diagnoses
- Compassion Fatigue & Vicarious Trauma
- Recovery Coaching a Harm Reduction Pathway
- HIPAA
- Community Health Worker Core Competency
- Mental Health First Aid
- GET SMART FAST 201: Facilitator
- Sober Parenting Journey Facilitator Training
- Stigma as Discrimination
- Basic Motivational Interviewing
- Ethical Considerations
- CPR Certified

Responsibilities include group facilitation, Recovery Coaching, Advocacy, Research, Peer Support, tabling events, Outreach, etc.

SOUTHWESTERN COMMUNITY SERVICES
Resident Manager
April 5, 2017 - September 30, 2017

Responsibilities include leading by example, peer support, enforcing the rules per policy, curfew check, organizing and distributing cleaning supplies, intake paperwork, conflict resolution, and crisis prevention.

HOPE FOR NEW HAMPSHIRE RECOVERY CLAREMONT CENTER

370 volunteer hours comprising of peer support, meeting facilitation, advertising, outreach, CCAR Recovery Coach Training, resource gathering, and community networking.
February 16, 2017 – April 4, 2017

**SKILLS**

Intake, Research, Crisis Prevention, Quick learner, AURA Data platform, Familiar with Progress Notes, Group documentation, medication documentation,
Critical Thinking, Problem Solving,
Group Facilitation, Recovery Coaching,
Motivational Interviewing, Communication,
Passionate, Lived Experience.

# Jamie Morgan

I enjoy working in a fast paced enviroment that presents challenges. Over the years I have formed great friendship and bonds with my customers as I feel that is what great customer service is. I feel at home in any type of office setting, staying organized to complete tasks, while keeping a sense of urgency to meet deadlines.

## WORK EXPERIENCE

### Assistant Customer Service Manager

Shaws Supermarkets - Concord, NH - August 2006 to Present

Responsibilities

In charge of running the checkout department and customer service desk. My main job priorities are to maintain customer satisfaction and flow of the department. I make key decisions in difficult situations to obtain happy shoppers. I also control all cash flow in and out of the safe. I conduct bookkeeping on a daily basis, using a cash balancing system. I use MS excel and MS word to organize all auditing to be completed on a daily basis. As well as ordering all supplies needed for all the offices as well as departments. I review and process all time cards on a weekly basis to make sure all associates are receiving their correct pay.

Accomplishments

I have become a Key Holder during my time at Shaws, trusted to run the store in the absence of my store director.

Skills Used

Great customer service, contain a sense of urgency, complete tasks under pressure, exceptional organizational skills, great at problem solving.

## EDUCATION

### High School Diploma in General

Merrimack Valley - Penacook, NH

2004 to 2008

KATHLEEN MAY

# Sister Mary Joseph
# LCMHC, MLADC

270 Cartier St...

## Professional **Summary**

I am an experienced Licensed Mental Health Counselor (LCHMC) and Master Drug and Alcohol Counselor (MLADC) with excellent understanding of addiction, anger management and communication skills. I have the ability to adept at considering the needs of the individual and have a passion for helping others.

## Skills

- Clinical Evaluation
- Treatment Planning
- Referrals
- Client Education
- Strong verbal communication
- Conflict Resolution
- Therapy Process
- Group Process
- Crisis Intervention
- Self-motivation

## Work **History**

| | |
|---|---|
| Cardinal Lacroix Academy (CLA) & St Joseph Jr. High School | Manchester, NH |
| Faith Formation Coordinator (Both CLA and STJ) | 7/2021 - Present |
| Assistant Principal (CLA Only) Faith Formation (STJ) | 7/2020 – 7-2021 |
| Director of School – (CLA Only) | 7/2019 – 7/2020 |
| Health Care Resource Centers (HCRC) | Newington, NH<br>4/2018 – 4/2019 |
| Catholic Charities | Rochester, NH |
| Outpatient Counselor | 06/2014 – 4/2018 |
| Treatment Coordinator (St. Charles Children's Home) | 06/2009-3/2014 |
| Southeastern NH Services<br>Drug Court Counselor | Dover, NH<br>03/2007 – 02/2009 |
| Farnum Center<br>Family/Residential Counselor | Manchester, NH<br>01/2006 – 02/2007 |

## Education

Master of Arts: Mental Health Counseling, 2004
Rivier University, Nashua, NH

## Certifications

- Certified Trauma Specialist – The Trauma Center at JRI – Boston, MA
- Certified Domestic Violence Counselor (CDVC-II)
- Certified Anger Management Specialist (CAMS-II)
- Sexual Addiction Treatment Provider – Clinical (SATP-C)

# SHANNA LARGE, MS, LMHC

Experienced Clinician proficient in Addiction and Mental Health Services, skilled in CBT and Motivational interviewing as well as all aspects of clinical program management and development. High energy, seasoned self-starter with a strong work ethic built on passion for the job, accountability, and a clear understanding of company vision.

## RELEVANT EXPERIENCE

### SPECTRUM HEALTH SYSTEMS

**Program Director** August 2015 - Present
Responsible for day to day operations of program including oversight of clinical and case management services through one on one and group supervision. Ensuring treatment services are delivered in accordance with evidence-based practices, licensing, accreditation and regulatory requirements; ensuring clinical services foster an atmosphere of customer service and excellence in service delivery; and ensuring the clinical staff is highly trained and proficient in the delivery of clinical services. Facilitates clinical quality improvement initiatives to continually improve the quality of clinical services. Work closely with multidisciplinary team aligning medical services with clinical services provided. Experience working with DPH licensing requirements, CARF standards, and MBHP regulations.
**Licensed Outpatient Clinician** February 2014 – August 2015
Provide documented individual and group clinical services and case management to clients with mental health, substance abuse, or dual diagnosis problems. Extensive clinical experience providing substance abuse and mental health services to adults.

### SOUTHBAY MENTAL HEALTH

**Outpatient - Outreach Staff Therapist** October 2012 – January 2014
Provide a continuum of community-based services to children, adolescents, adults, and families through individual, family, couples and group therapy. Work with a diverse population with a variety of experiences including intensive family issues, trauma, substance abuse, behavior management, mental illness, abuse and neglect, dual diagnosis, hospital diversion and school-based issues.

### COMMUNITY HEALTH LINK

**PASSages – Master's Level Clinician** February 2012 – October 2012
Provide counseling services in an inpatient setting to clients with substance abuse and mental health issues through Motivational Interviewing and Cognitive Behavioral Techniques. Facilitated Psycho-educational Group Therapy, Individual Counseling, Treatment Planning, Work with Insurance companies to obtain authorizations and extensions, Document client advancement towards goals and objectives in progress notes, and Participate as a member of a multi-disciplinary team.
**Outpatient Master's Level Clinician** May 2012 – October 2012
Provide counseling to outpatient clients with co-occurring disorders. Services include screening, intake assessment, treatment planning, individual counseling, case management, and crisis intervention.
**PASSages – Internship/Relief Clinician** September 2011 – February 2012
Facilitated Substance Abuse Groups, Individual Counseling, Treatment Planning, and gained familiarity with insurance paperwork and patient advocacy.
**Practicum - Detox** February 2011-April 2011
Met with clients to perform initial assessments and initiate the process of placements from Detox.

### FITCHBURG STATE UNIVERSITY

**Adjunct Professor** - Alcohol Abuse and Other Addictions July-August 2013
Co-facilitated master's level class introducing students to the use and abuse of alcohol and other commonly used psychoactive drugs providing a basic understanding of pharmacology and functional analytic framework for assessing addictive behaviors as well as different types of treatment.
**Special Guest Instructor** – Group Work and Leadership July 2012
Co-facilitated master's level class introducing students to group therapy facilitation and types of groups, demonstrating all types of group with co-leader, increasing understanding of group dynamics/group process, and stages of group development.

**ALPHA GAMMA DELTA**
**Chapter Advisor** – Worcester Polytechnic Institute April 2005 – May 2012
Responsible for overall leadership of chapter of over 110 members with duties including running monthly meetings, selecting and appointing new advisor team, planning and running annual officer and advisor training, leading annual chapter evaluation, serving as liaison for Volunteer Service Team and ensuring compliance with International rules and regulations.

**HARVARD PUBLIC SCHOOLS, THE BROMFIELD SCHOOL**
**Learning Assistant** – Special Education Department August 2010 – July 2011
Worked with students in 7th and 8th grades in the classroom setting assisting with writing, math and skills labs, and providing one-on-one support for students on IEP's.

**TOWN OF HARVARD, BOARD OF HEALTH**
**Administrative Assistant** October 2004 – August 2010
Provided Board members administrative support in all areas of department operations and citizen interaction inclusive of filing, letter writing, phone communication, customer service, and request fulfillment. Primary contact for citizens, rendering assistance with issue resolution and preparation for interaction with the board.

**HARVARD PUBLIC SCHOOLS, THE BROMFIELD SCHOOL**
**Substitute Teacher** August 2006- August 2010
Worked with students in 6th through 12th grades in various teaching roles in all academic areas when regular teachers are absent.

**ALPHA GAMMA DELTA**
**Member Development Advisor** August 2004 – April 2005
Worked with the officers and fraternity's governing board of the Zeta Zeta chapter at Worcester Polytechnic Institute to train members on proper fraternity procedures and foster overall development of member personal growth. Acted as a sounding board for sensitive issues and helped students resolve those issues.

**ALPHA GAMMA DELTA**
**Recruitment Advisor** December 2000 –August 2004
Worked with collegiate officer on the recruitment of new members for the Epsilon Phi Chapter of the fraternity at Texas Women's University. Planned casual and formal events held on the college campus and at offsite locations. Ensured adherence to recruitment officer's budget. Trained members on procedures for formal recruitment events as well as the Continuous Open Recruiting; an ongoing process throughout the school year. Guided the chapter to reach total and maintain full membership.

**COLLIN COUNTY COMMUNITY COLLEGE**
**Art Lab Assistant** November 2003 – August 2004
Supported Art Department professors by assembling, organizing, and maintaining art slides (in excess of 10,000) and other resources for use in classroom activities and instruction. Provided direct and indirect classroom assistance as needed. Conceived and painted murals for sports organizations on campus.

**ANDARI TECHNOLOGY SERVICES, LLC**
**Human Resource Manager** July 2000 – July 2002
Reporting directly to the President, worked with senior executives to conceive, develop, implement, and direct a cogent and comprehensive HR organization providing structure and guidance in the management of employee relations. Researched, negotiated, and administered employee benefits and wellness programs.

## EDUCATION

**FITCHBURG STATE COLLEGE (FITCHBURG, MA)**
Master of Science in Mental Health Counseling, May 2012
**FRAMINGHAM STATE COLLEGE (FRAMINGHAM, MA)**
Bachelor of Arts Degree in Art History, May 2006. Dean's List, Art History Club, Pinnacle Honor Society
**COLLIN COUNTY COMMUNITY COLLEGE (PLANO, TX) ASSOCIATE OF ARTS DEGREE, MAY 2004.**

**Licensed Mental Health Counselor** July 2014 - present

# Paul J. Brown, MD

## Professional Experience

**Riverbend Community Mental Health Center** — **May 31, 2022 – Present**
**Chief Medical Officer**
Riverbend Community Mental Health Center, 10 West Street, Concord, NH 03301

**MHM Correctional Services, Inc, Concord, NH** — **November, 2008 – May, 2022**
**Staff Pysychiatrist**

**NH Suicide Fatality Review Committee** — **March, 2017 – Present**
**Chairman**, March 2017--Present

**Geisel School of Medicine at Dartmouth** — **July, 2014 - June, 2017**
**Clinical Assistant Professor**
Nominated for Psychiatry Clerkship Award for Outstanding Contribution to Geisel Student Learning, May 2015

**Roger Williams Medical Center, Providence, RI** — **January, 2006 – November, 2008**
**Medical Director**
Medical Director for the Dual Diagnosis Unit, Addiction Unit and Partial Hospitalization Program at the Roger Williams Medical Center, Providence, RI

**Riverbend Community Mental Health Center** — **July, 2004 – December, 2005**
**Staff Pyschiatrist**
Riverbend Community Mental Health Center, 40 Pleasant Street, Concord, NH 03301

**Concord Psychiatric Associates** — **July, 2004 – December, 2005**
**Outpatient Psychiatric Practice**

Outpatient Psychiatric Practice, Concord Psychiatric Practices, 248 Pleasant Street, Concord, NH 03301

**Capital Region Family Health Center** — **August, 2005 - December, 2005**
**Clinical Faculty**

Clinical Faculty, Capital Region Family Health Center, 250 Pleasant Street, Concord, NH 03301

**Elliot Hospital** — **July, 2002 – July, 2004**
**Medical Director, Psychiatric Intensive Care Unit**

Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

**Elliot Hospital** — **July, 2002 – July, 2004**
**Head of Consultation Liaison Psychiatry**

Head of Consultation Liaison Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

**Elliot Hospital** **September, 1992 – July, 2004**
**Medical Director, Psychiatric Intensive Care Unit**

Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

**Elliot Hospital** **October , 2002 – July, 2002**
**Associate Medical Director, Psychiatric Intensive Care Unit**

Associate Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, Outpatient Practice, One Elliot Way, Manchester, NH

- Dean's List Award Recipient – Outstanding Employee Performance, 2002 at Elliot Hospital

**February , 1994 – October, 2000**
**Staff Psychiatrist and Associate Medical Director**

- Optima Health Staff Psychiatrist
- Elliot Hospital – In-Patient, Associate Medical Director - Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH
- Catholic Medical Center – Out-Patient Practice, 100 McGregor Street, Manchester, NH

**Elliot Hospital** **September, 1992 - February, 1994**
**Interim Medical Director, Gero-Psychiatric Unit**

Associate Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

**Elliot Hospital** **September, 1992 - February, 1994**
**Chief – Sub-department of Psychiatry**

Chief – Sub-department of Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

**Elliot Hospital** **January, 1998 – July, 2001**
**Chairman - Department of Psychiatry**

Chairman - Department of Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

**Catholic Medical Center** **January, 1998 – December, 2000**
**Chairman - Department of Psychiatry**

Chairman - Department of Psychiatry, Catholic Medical Center, 100 McGregor Street, Manchester, NH

**Community Mental Health Services** **April, 1988 – September, 1992**
**Medical Director**

Medical Director, Community Mental Health Servicesw of Belmont, Harrison and Monroe Counties, St. Clairsville, Ohio

**Pembroke Hospital, Pembroke, MA** **May, 1985 – June, 1987**
**Staff Psychiatrist**

Associate Staff, Pembroke Hospital, Pembroke, MA

## Licenses and Certification

**Board Certified as a Diplomate in the specialty of Psychiatry, October, 1988**
**New Hampshire License #8792, September, 1992 - Present**
**Ohio License #35-05-5336 (Inactive)**
**Rhode Island License #12002 (Inactive)**

**Certified to provide Outpatient Opiate Detoxification and Maintenance using Suboxone and Subutex, July, 2006 - Present**

## Education – Post Graduate Training

**Brown University, Providence, RI** — **July, 1984 – June, 1987**

**Psychiatry Residency**

Residency Policy Committee Representative, 1984 – 1987
In-Patient Clinical Chief Resident, 1986 – 1987
Scored 95th Percentile, Psychiatry Interim Training Examination
Admissions Committee Representative

**Roger Williams General Hospital, Providence, RI** — **July, 1983 – June, 1984**

**Psychiatry Residency**

Roger Williams General Hospital, Providence, RI
Brown University Affiliate
Internal Medicine Internship

## Education

**University of Connecticut Medical School** — **July, 1979 – May, 1983**

Received MD, Family Medicine Preceptorship, Continuation of Membrane Receptor research

**University of Pennsylvania, Philadelphia, PA** — **January, 1976 – May, 1979**

BA, Biochemistry with Distinction, Minors in Psychology and English, Magna Cum Laude, Phi Beta Kappa, Alpha Epsilon Delta, Benjamin Franklin Scholar, Honors Program throughout college, 3.8 GPA, Reseach in Membrane Receptor Chemistry for 3 years, Presentation of research at UPenn Hematology Conference

# Rhonda L. Conover

[redacted]

## OBJECTIVE

- To obtain employment with a professional organization.

## SUMMARY OF QUALIFICATIONS

- Obtained my LNA license in 2007
- Worked in a Nursing Home for 3 years
- Worked for a Home Health agency for 6+ years, both as a LNA and Field Staff Supervisor.
- Demonstrate attention to detail by following care plans and filling out daily paperwork detailing changes and/or concerns
- Demonstrate good judgment and decision making by addressing safety concerns in the home and relaying medical and/or mental changes to the nurse.
- Demonstrate an understanding of HIPAA policies by maintaining the proper chain of command when discussing a client's protected information.

## PROFESSIONAL EXPERIENCE

*LNA – Saint Vincent de Paul Nursing and Rehabilitation Facility, March 2007 to March 2010*

- Responsible for assisting residents with bathing, dressing and other personal care.
- Responsible for documenting ambulation, range of motion, input and output.
- Responsible for maintaining a clean work environment.
- Conducted safety checks at the beginning and end of each shift as well as provided an end of shift report.

*LNA – Personal Touch Home Health Services, March 2010 to September 2016*

- Assist clients with bathing, dressing and other personal care.
- Prepare meals while following special diet guidelines.
- Assist with housekeeping duties.
- Help with errands like picking up medications at pharmacy, grocery shopping, etc.
- Assist with wound care under the direction of a nurse while following Dr.'s orders.
- Responsible for taking and documenting vital signs.
- Responsible for documenting falls and other injuries to clients.
- Responsible for contacting the nurse or nurse manager to report any concerns and/or changes.
- Orientate new LNAs according to company policy and procedures to ensure client care plans are adhered to.

*Field Staff Supervisor – Personal Touch Home Health Services, September 2016 to February 2017*

- Schedule LNA and PCSP visits, to include finding replacement staff when needed.
- General clerical work such as answering and initiating phone calls, and answering and initiating email conversations.
- Rotate on-call shifts to ensure that all clients in my area of supervisory responsibility had proper coverage for the care they required.
- Process field staff payroll.
- Enter pending authorizations for patient care, to include using MMIS to locate authorizations for patients.
- Conduct supervisor reviews for field staff performance.
- Document patient and staff concerns and pass these concerns on to the appropriate authority if necessary, which often times includes communications with the patients' case managers.
- Experienced with using computer programs such as All Scripts, MS Word 2010, and ATL.
- Skills include, typing, filing of LNA/PCSP visit notes and other various documents.

*Scheduler –Home Care Assistance, February 2017 to October 2017*

- Schedule Caregiver visits, to include finding replacement staff when needed.
- General clerical work such as answering and initiating phone calls, and answering and initiating email conversations.
- Rotate on-call shifts to ensure that all clients in my area of supervisory responsibility had proper coverage for the care they required
- Document patient and staff concerns and pass these concerns on to the appropriate authority if necessary, which often times includes communications with the patients' case managers.
- Experienced with using computer programs such as Clear Care, MS Word 2010, E-mail.
- Interviewing potential employees.
- Providing equipment hands on training for new hires.
- Orientation for new hires.

*Patient Care Coordinator- Family Care of Concord, December 2018 to April 2019*

- Meet and Great patients as they enter our office
- Collect copays
- Check in patients
- Check out patients
- Schedule appointments
- Answer incoming phone calls
- Reply to patient connect messages
- Contact patients to confirm upcoming appointments
- Process referral requests both in state and out of state
- Contact Insurance companies for prior approvals
- Work Multi Patient Task List
- Assist patients with picking up prescriptions
- Documenting in patient charts
- General clerical duties
- Attending staff meetings
- Under the direction of an APRN/ MD/DO enter orders
- Participated in process improvement groups/meetings
- Other Tasks as defined by Concord Hospitals Patient Care Coordinator Job Description.

*Patient Care Coordinator- Family Tree Healthcare April 2019-Present*

- Meet and Great patients as they enter our office
- Collect copays
- Check in patients
- Check out patients
- Schedule appointments
- Answer incoming phone calls
- Reply to patient connect messages
- Contact patients to confirm upcoming appointments
- Process referral requests both in state and out of state
- Contact Insurance companies for prior approvals
- Work Multi Patient Task List
- Assist patients with picking up prescriptions
- Documenting in patient charts
- General clerical duties
- Attending staff meetings
- Under the direction of an APRN/ MD/DO enter orders
- Participated in process improvement groups/meetings
- Other Tasks as defined by Concord Hospitals Patient Care Coordinator Job Description.

*Pre-Services Representative March 2021-April 2022*

- Documenting in patients charts,
- Faxing documents
- Working Multiple task lists
- Scheduling appointments
- Answering incoming calls
- Processing Insurance authorizations
- Other clerical tasks as needed. Scheduling appointments
- Other Tasks as defined by Concord Hospitals Pre- Services Representative Job Description.

**EDUCATION**

*Groveton High School,* Groveton, New Hampshire, June, 1999
Diploma

*Clinical Career Training,* Berlin, New Hampshire, March, 2007
LNA License

*Granite State College April 2021-Present*

Currently enrolled and will obtain my Associates Degree in Behavioral Science with a concentration in Human Services after the fall 2022 session- Current GPA 3.86

**REFERENCES:**

# I. TERRY STURKE

SENIOR MANAGER
with strength in
Quality Improvement, NCQA, URAC and JCAHO accreditation, Accreditation readiness, Behavioral Health, Program Consultation, Program Development and Operations, Development and Maintenance of hospital based psychiatric services.

**PROFESSIONAL EXPERIENCE**

**WellPoint, Inc., Indianapolis, Indiana** **2007 - 2011**
A national health insurance company

**Enterprise Behavioral Health Quality Improvement Manager**

- Serve as lead for behavioral health HEDIS measures and interventions with responsibility for monitoring, intervention development and reporting
- Serve as enterprise lead for depression initiative including IVR calls and mailings working with multiple areas of the organization as well as external vendors
- Lead enterprise committees including Suboxone committee, IVR evaluation committee and member newsletter edition to ensure NCQA compliance
- Serve on Enterprise wide committees representing behavioral health
- Provide consultation to behavioral health associates across the enterprise for accreditation in NCQA and URAC
- Represent behavioral health for enterprise accreditation
- Lead for enterprise best practice committees for Behavioral Health HEDIS measures
- Develop and implement IRR process for BH MDs to meet accreditation requirements

**Behavioral Health Network, Concord, NH** **2000 – 2007**
A managed behavioral healthcare organization providing services to over 400,000 insured individuals

**Director of Quality Improvement**

- Led organization to full compliance with NCQA
- Led organization to full compliance with HIPPA privacy ensuring training , policy development and disclosure reporting system
- Ensured full compliance with state and federal requirements as well as URAC requirements leading to 3 year accreditation
- Established full compliance with vendor delegation within one year of employment
- Established complaints tracking system integrated in provider credentialing processes
- Successfully managed relationship with major accounts in area of clinical, quality and accreditation management
- Developed a clinical quality tracking system with rapid follow up with providers resulting in improved monitoring and support of quality initiatives
- Developed quality initiatives which demonstrated positive impact on clinical outcomes
- Expert knowledge of quality improvement, utilization review, risk management and credentialing programs

**Charter Behavioral Health Systems, Alpharetta, GA** **1998 – 2000**

The largest provider of behavioral healthcare in the United States. Owned and operated over 100 freestanding hospitals and residential treatment centers.

**Interim Chief Executive Officer, Charter Westbrook Hospital, Richmond, VA**

- Improved the financial, clinical and operational performance of this 120 bed hospital.
- Led management staff through JCAHO appeal process and corrective action plan development.

**Executive Director of Quality Management**

- Responsible for supporting 19 hospitals' compliance with national, state and health system requirements to maintain accreditation.
- Ensured quality clinical programming throughout hospital system.
- Developed and implemented clinical audits to monitor systems and ensure compliance
- Implemented and supported seclusion and restraint elimination initiative including training clinical staff in non-aggressive intervention techniques
- Supported performance improvement, risk management and corporate compliance requirements at each hospital

**Optima Health, Manchester, NH** **1994 -1998**

The merged organization created by Catholic Medical Center and Elliot Health Systems

**Director, Behavioral and Psychiatric Services**

- Successfully integrated the behavioral health services of two community hospitals with four inpatient units with a total of 75 beds and four outpatient programs.
- Responsible for the administration, supervision, program development, marketing, contract negotiation and managed care contract management for behavioral health inpatient and outpatient programs in two acute care hospitals
- Designed and implemented computerized treatment plans
- Designed and implemented patient satisfaction surveys for all services
- Maintained compliance with state and federal licensing regulations
- Successfully led units to achieve full compliance with JCAHO accreditation

**Catholic Medical Center, Manchester, NH** **1990-1994**

A 400+ bed acute care hospital in the largest city in New Hampshire with a 23 bed inpatient psychiatric unit.

**Program Director, The Psychiatric Institute**

- Responsible for administration, supervision, program development, operations, contract negotiations and contract management as well as marketing and external relations for a 23 bed acute inpatient psychiatric unit.
- Negotiated boundaries with management contract between hospital and National Medical Management Services. Successfully renegotiated management contract for additional 3 years.
- Developed and administered $1,000,000 hospital budget as well as employer's contract budget of $600,000

- Improved volumes by 15% which resulted in exceeding budget for three years
- Successfully participated in JCAHO accreditation
- Successfully designed and implemented partial hospital program and outpatient psychiatric clinic
- Won award for Outstanding Program Director of the year, 1993
- Worked as consultant to programs and program directors throughout the country that were opening, having identified problems or needed interim management
- Mentored new program directors

## Education

**M.S. Organization and Management,** Antioch New England Graduate School, Keene, N.H.

**B.A. Psychology**, Clark University, Worcester, MA

## Community Activities

**New Hampshire Coalition against Domestic and Sexual Violence**, Concord, New Hampshire, Board of Directors, 1993- 1999, and 2000- 2007 Serve on finance, personnel, and development committees as non board member 2007 thru present
**N.H. Marital Mediation Certification Board**, Concord, New Hampshire, 2001 – present
**Parent-Child Centers**, Concord, New Hampshire, Advisory Committee, 1988 – 2008
**Dress for Success**, Concord, New Hampshire, Advisory Board, 1998 – 2007

# Tonya M. Young

**Objective**

To obtain a challenging position in the Human Services field that allows for growth and professional development.

**Experience**

2007-2009 **ALSO-CORNERSTONE** New Haven, CT
**Case Manager**

- Provided counseling and supportive services to dual-diagnosed adults
- Employed strategic case management techniques
- Facilitated substance abuse support groups
- Designed and promoted individual care plans by fostering resiliency skills
- Provided crisis intervention
- Supervised self-administration of medication and monitored money management

2007 **LULAC Head Start Inc.** New Haven, CT
**Family Advocate**

- Collaborated with an interdisciplinary team in regular case management consultations
- Provided guidance to families and children relating to quality of family life.
- Recruited and enrolled children aged 8 weeks to 5 years
- Conducted home visits to assess strengths, needs, and goals with families
- Acted as a referral source for families to community resources
- Advocacy and empowerment agent for families to become their own advocates

2003-2007 **Continuum of Care** New Haven, CT.
**Residential Case Manager**

- Provided assistance with administration of medication
- Assisted in counseling and supportive services to clients
- Provided crisis intervention as needed, also assisting with problems solving
- Provided support services and monitor self care needs
- Interacted with and promoted the residential rehabilitation plans/goals
- Maintained timely and accurate paperwork and monitored money management with client

**Education**

2002 **Eastern Connecticut State University** Willimantic, CT.

B. A., Social Work, Concentration in Sociology & Applied Social Relations

*References Available Upon Request*

## 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:** Concord Hospital/The Doorway at Concord

| NAME | JOB TITLE | ANNUAL AMOUNT PAID FROM THIS CONTRACT | ANNUAL SALARY |
|---|---|---|---|
| J. Hartsell | Care Coordinator | $50,000.00 | $50,000.00 |
| T. Young | Clinician | $67,164.00 | $67,164.00 |
| K. May | Clinical Manager/Clinician | $37,785.00 | $75,570.00 |
| R. Conover | Care Coordinator | $12,527.00 | $50,107.00 |
| B Grooms | Program Assistant | $35,504.00 | $35,504.00 |
| J. Morgan | Office Manager | $5,614.00 | $56,140.00 |
| P. Brown, MD | Chief Medical Officer | $37,987.00 | $379,870.00 |
| S.Large | Program Director | $23,284.00 | $93,140.00 |
| T.Sturke | Project Manager | $21,203.00 | $43,466.00 |