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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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 Littleton Hospital Association (VC#177162-B011), Littleton, 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 $3,351,586 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. 82.84% Federal Funds. 17.16% 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	92057066	$433,054
2026	074-500589	Welfare Assistance	92057066	$143,532
			Subtotal	***$576,586***

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	**$3,351,586**

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 350 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,

for Lori A. Weaver
Commissioner

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

Subject: Doorway for Substance Use-Related Supports and Services (SS-2025-DBH-23-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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Littleton Hospital Association		1.4 Contractor Address 600 Saint Johnsbury Road, Littleton, NH 03561	
1.5 Contractor Phone Number 603-444-9000	1.6 Account Unit and Class TBD	1.7 Completion Date 9/29/25	1.8 Price Limitation $3,351,586 This amount is inclusive of shared price limitation of $2,775,000. See Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Robert F. Nutter A1C3520D9D154D2...	Date: 2/11/2025	1.12 Name and Title of Contractor Signatory Robert F. Nutter President & CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D03804C83442...	Date: 2/11/2025	1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino [illegible]		On: 2/14/2025	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS RFN
Date 2/11/2025

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.

Contractor Initials DS RFN

Date 2/11/2025

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 2/11/2025

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.

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RFN
Contractor Initials
Date 2/11/2025

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

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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 1.4.1, 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 1.23 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. Data Collection and Reporting

1.21.1. 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.

1.21.2. 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.

1.21.3. 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:

1.21.3.1. Call counts;

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

1.21.3.3. Reason for visit types;

1.21.3.4. Count of clinical evaluations;

1.21.3.5. Count of referrals made and type;

1.21.3.6. Naloxone distribution;

1.21.3.7. Referral statuses;

1.21.3.8. Recovery monitoring contacts;

1.21.3.9. Service wait times;

1.21.3.10. Flexible Needs Funds (FNF) utilization;

1.21.3.11. Respite shelter utilization; and

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

1.21.4. 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:

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

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

1.21.4.3. Naloxone distribution.

1.21.5. 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.

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

1.22. Contract Management

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

1.22.2. 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.

1.22.3. 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.

1.22.4. 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.

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

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

1.22.7. 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.

1.22.8. 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.

1.22.9. 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.

1.22.10. 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:

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

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

1.22.10.3. Scheduled access to Contractor principals and staff.

1.23. Government Performance and Results Act (GPRA)

1.23.1. 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.

1.23.2. 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 or other 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.

1.23.3. 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:

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

1.23.3.2. 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:

1.23.3.2.1. 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

1.23.3.2.2. 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;

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

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

1.23.3.3.2. Identifying needs.

1.23.3.3.3. Assisting the individual with addressing identified needs.

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

1.23.3.4. When the follow-up identified above results in a determination that the individual is at risk of self-harm, the

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Contractor must proceed in alignment with their crisis response policy and procedure; and

1.23.3.5. 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.

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

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

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

1.23.4.3. Upon discharge from the initially referred service.

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

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

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

1.23.5.3. Upon discharge from the initially referred service.

1.23.6. 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.

1.23.7. 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:

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

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

1.24. State Opioid Response (SOR) Grant Standards

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

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

1.24.1.2. 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;

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

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

1.24.2. 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.

1.24.3. 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:

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

1.24.3.2. 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

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

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

1.24.4.1. 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:

1.24.4.1.1. Internal policies for the distribution of test strips;

1.24.4.1.2. Distribution methods and frequency; and

1.24.4.1.3. Other key data as requested by the Department.

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

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

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

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

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

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

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

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

1.25. Staffing

1.25.1. 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.

1.25.2. 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.

1.25.3. 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.

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

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

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

1.25.4.3. 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.

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

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

1.25.7. 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.

1.25.8. 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:

1.25.8.1. For all clinical staff:

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

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

1.25.8.1.3. 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.

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

1.25.8.1.5. Ethics, within 12 months of hire.

1.25.8.1.6. Annual continuous education regarding substance use.

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

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

1.25.8.2.2. 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.

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

1.25.8.2.4. Ethics, within 12 months of hire.

1.25.8.2.5. Annual continuous education regarding substance use.

1.25.8.3. Student Interns:

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

1.25.8.3.2. 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.

1.25.9. 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:

1.25.9.1. Contract requirements and associated policies; and

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

1.25.10. 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.

1.26. Background Checks

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

1.26.1.1. 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;

1.26.1.2. 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

1.26.1.3. 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.

1.27. Confidential Data

1.27.1. 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.

1.27.2. 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.

1.28. Privacy Impact Assessment

1.28.1. 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:

1.28.1.1. How PII is gathered and stored;

1.28.1.2. Who will have access to PII;

1.28.1.3. How PII will be used in the system;

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

1.28.1.5. Privacy practices.

1.28.2. 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.

1.29. Department Owned Devices, Systems and Network Usage

1.29.1. 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:

1.29.1.1. 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;

1.29.1.2. 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;

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

1.29.1.4. 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;

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

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

1.29.1.7. 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."

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

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

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

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

1.29.1.9.3. 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."

1.29.1.10. 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:

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

transmitting Department Data or Confidential Data.

1.29.1.10.2. 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.

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

1.29.1.11. 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.

1.29.1.12. 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.

1.30. Contract End-of-Life Transition Services

1.30.1. General Requirements

1.30.1.1. 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.

1.30.1.2. 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.

1.30.1.3. 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.

1.30.1.4. 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.

1.30.1.5. 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.

1.30.1.6. 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.

1.30.2. Completion of Transition Services

1.30.2.1. 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.

1.30.2.2. 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.

1.30.3. Disagreement over Transition Services Results

1.30.3.1. 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. 82.84% 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, FAIN H79TI085759.
   1.2. 17.16% 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.
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;

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: *Littleton Hospital Association*

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

Indirect Cost Rate (if applicable) 0.00%

Line Item	9/30/24-6/30/25			7/1/25-9/29/25		
	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	$291,324	$22,000	$269,324	$97,109	$8,000	$89,109
2. Fringe Benefits	$74,987	$0	$74,987	$24,996	$0	$24,996
3. Consultants	$1	$0	$1	$1	$0	$1
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,901	$0	$1,901	$634	$0	$634
5.(a) Supplies - Educational	$0	$0	$0	$0	$0	$0
5.(b) Supplies - Lab	$1	$0	$1	$1	$0	$1
5.(c) Supplies - Pharmacy	$6,500	$0	$6,500	$2,500	$0	$2,500
5.(d) Supplies - Medical	$8,190	$0	$8,190	$2,800	$0	$2,800
5.(e) Supplies - Office	$2,000	$0	$2,000	$700	$0	$700
6. Travel	$1,613	$0	$1,613	$600	$0	$600
7. Software	$0	$0	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0	$0	$0	$0
8. (b) Other - Education and Training	$700	$0	$700	$1	$0	$1
8. (c) Other - Other (specify below)	$0	$0	$0	$0	$0	$0
Occupancy Telephone	$562	$0	$562	$190	$0	$190
Occupancy Rent	$33,000	$0	$33,000	$11,000	$0	$11,000
Occupancy Internet	$800	$0	$800	$300	$0	$300
Occupany Repairs	$575	$0	$575	$200	$0	$200
License Renewals	$1,400	$0	$1,400	$1	$0	$1
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$31,500	$0	$31,500	$10,500	$0	$10,500
Total Direct Costs	$455,054	$22,000	$433,054	$151,532	$8,000	$143,532
Total Indirect Costs	$0	$0	$0	$0	$0	$0
Subtotals	$455,054	$22,000	$433,054	$151,532	$8,000	$143,532
				TOTAL		$576,586

Contractor Initials: KFN

Date: 2/11/2025

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.

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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.

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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.

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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.

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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.

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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.

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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: C8BQDU7SG984

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: Littleton Hospital Association

2/11/2025
Date:

DocuSigned by:
Robert F. Nutter
Name: Robert F. Nutter
Title: President & CEO

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

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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.

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.

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.

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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

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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.

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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;

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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Date 2/11/2025

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

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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

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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2/11/2025
Date

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	Littleton Hospital Association
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C83442...	DocuSigned by: Robert F. Nutter A1C5628D9D154D3...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Robert F. Nutter
Name of Authorized Representative	Name of Authorized Representative
Director	President & CEO
Title of Authorized Representative	Title of Authorized Representative
2/11/2025	2/11/2025
Date	Date

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Contractor Initials _____

2/11/2025

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 LITTLETON HOSPITAL ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 04, 1906. 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: **60919**

Certificate Number: **0007038422**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of February A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, ASHLEY GARRISON, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Littleton Hospital Association dba Littleton Regional Healthcare.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 12, 2016, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That ROBERT F. NUTTER, President & CEO

is duly authorized on behalf of Littleton Hospital Association dba Littleton Regional Healthcare 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 **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: 2/10, 2025

Signature of Elected Officer
Name: ASHLEY GARRISON
Title: Chair, Board of Trustees

Docusign Envelope ID: DB78E82C-BC02-44ED-B36E-4099A3A4119A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2025

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
Arthur J. Gallagher Risk Management Services, LLC
300 S Riverside Plaza Ste 1500
Chicago IL 60606

License#: 0D69293
LITTREG-03

CONTACT NAME:
PHONE (A/C, No, Ext): 312-704-0100 **FAX (A/C, No):** 312-803-7443
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Physicians Insurance Risk Retention Group, Inc.	15738
INSURER B : New Hampshire Employers Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Littleton Regional Healthcare
600 St Johnsbury Rd
Littleton NH 03561

COVERAGES **CERTIFICATE NUMBER:** 1145789794 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			500005040	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						Damage Patient Prop	$ 25,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [ ] OCCUR			500005040	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB [X] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED [ ] RETENTION $						Sexual Misconduct	$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			ECC-600-4000559-2024A	10/1/2024	10/1/2025	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$ 500,000
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Medical Professional Liability Retroactive Date: 5/2/1982			500005040	10/1/2024	10/1/2025	Each Medical Incident	$1,000,000
							Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Employee Benefit Liability Limits of Insurance: $1,000,000 Each Incident, $3,000,000 Annual Aggregate

Evidence of Current General Liability, Healthcare Professional Liability, Excess Liability and Workers Compensation Insurance Coverage for the Insured.

Littleton Hospital Association is named as an Insured on this policy, sharing in the limits with the First Named Insured.

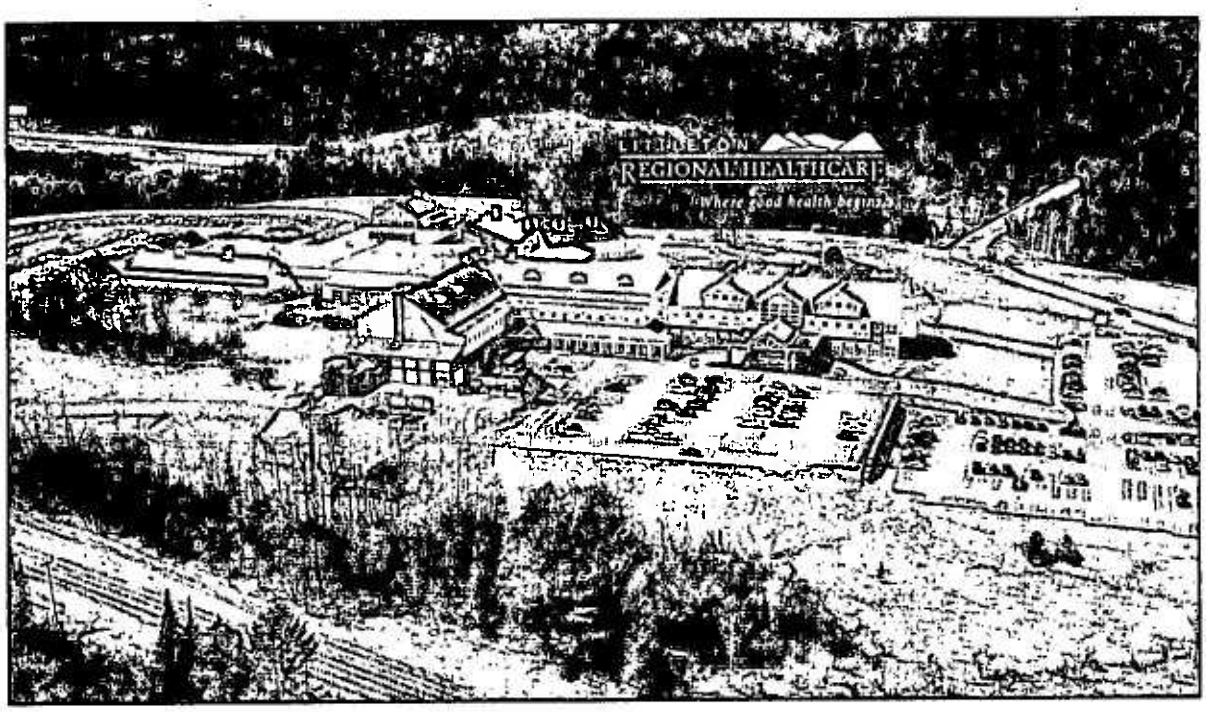
CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant St
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



LITTLETON
REGIONAL HEALTHCARE

Where good health begins.

Our Mission

To provide quality, compassionate, and accessible healthcare in a manner that brings value to all

Our Vision

LRH will be the leading provider of health care, and the best organization in which to work.

Our Values

ICARE: Integrity, Compassion, Accountability, Respect, Excellence

Littleton Hospital Association, Inc. dba Littleton Regional Healthcare
Non-For-Profit Entity | Tax ID: 02-0222152
600 St. Johnsbury Road | Littleton, New Hampshire 03561
Tel: 603-444-9000 | www.littletonhealthcare.org

BerryDunn

LITTLETON
REGIONAL HEALTHCARE

Littleton Hospital Association, Inc. (d/b/a Littleton Regional Healthcare)

FINANCIAL STATEMENTS

September 30, 2023 and 2022
With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

The Board of Trustees
Littleton Hospital Association, Inc.
(d/b/a Littleton Regional Healthcare)

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Littleton Hospital Association, Inc. (d/b/a Littleton Regional Healthcare) (Littleton Hospital), which comprise the balance sheets as of September 30, 2023 and 2022, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Littleton Hospital as of September 30, 2023 and 2022, and the results of its operations, changes in its net assets, and its cash flows for the years ended, in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Littleton Hospital 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 U.S. GAAP, 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 Littleton Hospital's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's 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 auditor's 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 U.S. 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.

Board of Trustees
Littleton Hospital Association, Inc.
(d/b/a Littleton Regional Healthcare)

In performing an audit in accordance with U.S. 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 Littleton Hospital'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 Littleton Hospital'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 audits.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
February 26, 2024

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Balance Sheets

September 30, 2023 and 2022

ASSETS

	2023	2022
Current assets		
Cash and cash equivalents	$ 2,855,111	$ 2,379,971
Patient accounts receivable, net	30,833,742	13,456,183
Supplies	2,110,578	2,008,161
Prepaid expenses and other current assets	8,471,501	10,650,580
Total current assets	44,270,932	28,494,895
Assets limited as to use	42,981,164	52,807,008
Estimated third-party payor settlements	2,323,823	-
Property and equipment, net	33,226,072	33,403,422
Deferred system development costs, net	525,945	591,877
Total assets	$123,327,936	$115,297,202

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ 5,900,000	$ -
Current portion of long-term debt	1,065,602	1,267,139
Accounts payable and other accrued expenses	15,020,402	10,821,974
Accrued salaries, wages and related accounts	4,505,462	5,605,582
Other current liabilities	9,133,637	1,815,126
Current portion of estimated third-party payor settlements	2,398,450	2,828,967
Medicare accelerated payments	-	3,149,501
Total current liabilities	38,023,553	25,488,289
Deferred compensation	5,102,123	4,446,454
Long-term debt, less current portion	18,260,850	19,297,826
Estimated third-party payor settlements, less current portion	-	7,014,104
Interest rate swap	354,022	685,796
Total liabilities	61,740,548	56,932,469
Net assets		
Without donor restrictions	58,441,127	55,514,259
With donor restrictions	3,146,261	2,850,474
Total net assets	61,587,388	58,364,733
Total liabilities and net assets	$123,327,936	$115,297,202

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

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Statements of Operations

Years Ended September 30, 2023 and 2022

	2023	2022
Revenues, gains and other support without donor restrictions		
Net patient service revenue	$ 96,732,369	$ 98,254,414
Medicaid disproportionate share hospital direct payment revenue	6,398,140	3,993,068
Other revenues	5,071,534	5,139,650
Employee retention credit revenue, net	6,598,827	-
U.S. Department of Health and Human Services (HHS) stimulus revenue	-	1,869,600
Net assets released from restriction for operations	93,166	53,294
Total revenues, gains and other support without donor restrictions	114,894,036	109,310,026
Expenses		
Salaries, wages and fringe benefits	55,761,732	56,338,957
Contract labor	12,943,000	7,884,207
Supplies and other	38,130,841	35,236,357
Medicaid enhancement tax	5,066,252	4,198,782
Depreciation	4,358,307	3,936,561
Interest	1,394,031	778,440
Total expenses	117,654,163	108,373,304
Operating (loss) income	(2,760,127)	936,722
Nonoperating gains (losses)		
Income (loss) from investments, net	5,578,592	(9,824,766)
Gifts without donor restrictions, net of expenses	-	1,100
Community benefit and contribution expense	(223,371)	(161,057)
Unrealized gain on interest rate swap	331,774	1,478,485
Other non-operating losses	-	(125,000)
Nonoperating gains (losses), net	5,686,995	(8,631,238)
Excess (deficiency) of revenues, gains, other support and non-operating gains (losses), net, over expenses and change in net assets without donor restrictions	$ 2,926,868	$ (7,694,516)

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

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Statements of Changes in Net Assets

Years Ended September 30, 2023 and 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Balances, October 1, 2021	$ 63,208,775	$ 3,286,008	$ 66,494,783
Deficiency of revenues, gains, other support, and non-operating losses, net, over expenses and change in net assets without donor restrictions	(7,694,516)	-	(7,694,516)
Contributions	-	82,893	82,893
Loss from investments, net	-	(465,133)	(465,133)
Net assets released from restriction for operations	-	(53,294)	(53,294)
Change in net assets	(7,694,516)	(435,534)	(8,130,050)
Balances, September 30, 2022	55,514,259	2,850,474	58,364,733
Excess of revenues, gains, other support, and non-operating gains, net, over expenses and change in net assets without donor restrictions	2,926,868	-	2,926,868
Contributions	-	91,034	91,034
Gain from investments, net	-	297,919	297,919
Net assets released from restriction for operations	-	(93,166)	(93,166)
Change in net assets	2,926,868	295,787	3,222,655
Balances, September 30, 2023	$ 58,441,127	$ 3,146,261	$ 61,587,388

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

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Statements of Cash Flows

Years Ended September 30, 2023 and 2022

	2023	2022
Cash flows from operating activities		
Change in net assets	$ 3,222,655	$ (8,130,050)
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	4,358,307	3,936,561
Amortization reflected as interest	28,627	10,862
Net realized and unrealized (gain) loss on investments	(4,513,664)	11,158,612
Unrealized gain on interest rate swap	(331,774)	(1,478,484)
(Increase) decrease in assets		
Patients accounts receivable	(17,377,559)	1,817,892
Supplies	(102,417)	81,230
Prepaid expenses and other current assets	2,179,079	(532,761)
Due from third-party payors	(9,768,444)	-
Other long-term assets	65,932	(591,877)
Increase (decrease) in liabilities		
Accounts payable and other accrued expenses	4,198,428	803,480
Accrued salaries, wages and related accounts	(1,100,120)	(510,713)
Other current liabilities	7,318,511	790,071
Due to third-party payors	-	(4,565,449)
Medicare accelerated payments	(3,149,501)	(5,433,982)
Net cash used by operating activities	(14,971,940)	(2,644,608)
Cash flows from investing activities		
Purchases of investments	(21,866,480)	(13,745,718)
Proceeds from sale of investments	36,861,657	12,528,092
Purchases of property and equipment	(4,180,957)	(4,560,199)
Net cash provided (used) by investing activities	10,814,220	(5,777,825)
Cash flows from financing activities		
Draws on line of credit	5,900,000	-
Payments on long-term debt	(1,267,140)	(1,363,061)
Net cash provided (used) by financing activities	4,632,860	(1,363,061)
Net increase (decrease) in cash and cash equivalents	475,140	(9,785,494)
Cash and cash equivalents, beginning of year	2,379,971	12,165,465
Cash and cash equivalents, end of year	$ 2,855,111	$ 2,379,971
Supplemental disclosures of cash flow information		
Interest paid	$ 1,365,404	$ 778,440

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

Organization

Littleton Hospital Association, Inc. (d/b/a Littleton Regional Healthcare) (Hospital) is a New Hampshire not-for-profit corporation which operates a community-oriented general hospital.

1. Summary of Significant Accounting Policies

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic (ASC) 958, *Not-For-Profit Entities.*

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Hospital. These net assets may be used at the discretion of the Hospital's management and the Board of Trustees (Board).

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Hospital or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Under FASB ASC 958 and FASB ASC 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet; reporting the change in an organization's net assets in the statements of operations and changes in net assets; and reporting the change in its cash and cash equivalents in a statement of cash flows.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) 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 financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Income Taxes

The Hospital is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on related income.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds with a maturity of three months or less when purchased. Cash and cash equivalents exclude assets whose use is limited by the Board. The Hospital maintains its cash in deposit accounts which, at times, may exceed federal depository insurance limits. Management believes credit risk related to these investments is minimal. The Hospital has not experienced any losses in such accounts.

Revenue Recognition and Accounts Receivable

Patient service revenue is reported at the amount that reflects the consideration to which the Hospital expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Hospital bills the patients and third-party payors several days after the services are performed or the patient is discharged from the hospital. Revenue is recognized as performance obligations are satisfied.

The Hospital has elected the practical expedient allowed under FASB ASC 606-10-32-18 and does not adjust the promised amount of consideration from patients and third-party payors for the effects of a significant financing component due to the Hospital's expectation that the period between the time the service is provided to a patient and the time that the patient or a third-party payor pays for that service will be one year or less. However, the Hospital does in certain instances enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

Performance obligations are determined based on the nature of the services provided by the Hospital. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Hospital believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to patients in hospitals receiving inpatient acute care services or patients receiving services in outpatient centers. The Hospital measures the performance obligation from admission into the hospital or the commencement of an outpatient service to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge or completion of the outpatient services. Revenue from performance obligations satisfied at a point in time is generally recognized when the goods are provided to patients and customers in a retail setting (for example, cafeteria) and the Hospital does not believe it is required to provide additional goods or services related to that sale.

Because all of its performance obligations relate to contracts with a duration of less than one year, the Hospital has elected to apply the optional exemption provided in FASB ASC 606-10-50-14 (a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations referred to above are primarily related to inpatient acute care services at the end of the reporting period. The

performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

The Hospital determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Hospital's policy, and implicit price concessions provided to uninsured patients. The Hospital determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Hospital determines its estimate of implicit price concessions based on its historical collection experience with this class of patients and records these as a direct reduction to net patient service revenue. Management continually reviews the contractual estimation process to consider and incorporate updates to laws and regulations and changes in commercial contractual terms resulting from contract negotiations and renewals.

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to operations and a credit to a valuation allowance based on its assessment of individual accounts and historical adjustments. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to patient accounts receivable. Patient accounts receivable at October 1, 2021 was $15,274,075.

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

Medicare

The Hospital is a Critical Access Hospital (CAH). Under the CAH program, the Hospital is reimbursed at 101% of allowable costs for its inpatient and most outpatient services provided to Medicare patients. The Hospital is reimbursed at tentative rates with final determination after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. Revenues from the Medicare program accounted for approximately 32% of the Hospital's patient revenue for the years ended September 30, 2023 and 2022.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed under prospectively-determined per-discharge rates. The prospectively-determined per-discharge rates are not subject to retroactive adjustment. Outpatient services rendered to Medicaid beneficiaries are reimbursed on a combination of prospectively-determined fee schedules and a cost reimbursement methodology. The Hospital is reimbursed for outpatient services at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid fiscal intermediary. Revenues from the Medicaid program accounted for approximately 14% and 9% of the Hospital's patient revenue for the years ended September 30, 2023 and 2022, respectively.

Prior to 2021, the Hospital received Medicaid Disproportionate Share Hospital (DSH) payments through federal and state allotments. DSH payments provide financial assistance to hospitals that serve a large proportion of low-income patients. Amounts received by the Hospital are subject to audit and are, therefore, subject to change. In 2021, the DSH payments were replaced with Medicaid directed payments which are not subject to audit. In August 2023, the State of New Hampshire notified the Hospital that the open years 2011 - 2017 had been settled and the Hospital would receive a total of approximately $6,753,000. As a result, the Hospital has released reserves related to those years and recognized the $6,753,000 included in net patient service revenue in 2023.

Long-term estimated third-party payor settlements consist of estimates related to Medicare's potential disallowance of Medicaid enhancement tax as an allowable cost and state DSH pending settlements. Due to unresolved issues at the federal level for both matters, the Hospital has classified the balances as long-term.

Other

The Hospital has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Hospital under these agreements includes prospectively-determined rates, discount from charges and prospectively-determined daily rates.

Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result of investigations by governmental agencies, various healthcare organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Hospital's compliance with these laws and regulations, and it is not possible to determine the impact (if any) such claims or penalties would have upon the Hospital. In addition, the contracts the Hospital has with commercial and other payors also provide for retroactive audit and review of claims.

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

The following table summarizes the Hospital's settlements and settlement activity with its significant third-party payors:

As of September 30, 2023:

	Beginning of Year Settlement Balance	Fiscal Year Estimate	Prior Year Settlements and Adjustments	Current Year Payments	End of Year Settlement Balance	Open Settlement Years
Medicare	$ (1,040,111)	$ 1,666,998	$ 875,167	$ (360,786)	$ 1,141,268	2019 - 2023
Medicaid	(1,893,929)	-	(222,843)	208,712	(1,908,060)	2012 - 2013 and 2019 - 2023
Other	$ (6,909,031)	$ -	$ 8,097,781	$ (496,585)	$ 692,165	
Total	$ (9,843,071)	$ 1,666,998	$ 8,750,105	$ (648,659)	$ (74,627)	

As of September 30, 2022:

	Beginning of Year Settlement Balance	Fiscal Year Estimate	Prior Year Settlements and Adjustments	Current Year Payments	End of Year Settlement Balance	Open Settlement Years
Medicare	$ (5,297,862)	$ (1,057,519)	$ 1,451,995	$ 3,863,275	$ (1,040,111)	2018 - 2022
Medicaid	(2,491,621)	-	(93,815)	691,507	(1,893,929)	2012 - 2013 and 2017 - 2022
Other	$ (6,619,037)	$ (161,120)	$ -	$ (128,874)	$ (6,909,031)	2011 - 2021
Total	$ (14,408,520)	$ (1,218,639)	$ 1,358,180	$ 4,425,908	$ (9,843,071)	

Consistent with the Hospital's mission, care is provided to patients regardless of their ability to pay. Therefore, the Hospital has determined it has provided implicit price concessions to uninsured patients and other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represents the difference between amounts billed to patients and the amounts the Hospital expects to collect based on its collection history with those patients.

The Hospital provides services without charge, or at amounts less than its established rates, to patients who meet the criteria of its charity care policy. Patients deemed as not meeting criteria for the New Hampshire Health Access Network are then considered for the Hospital's Charity Care program. The individual must be deemed ineligible for Medicaid and the Buffington Fund (Lisbon residents only) to be considered for the program.

Charity care is granted on a sliding scale based on gross income and family size as compared to the federal poverty guidelines as follows:

- Up to 200% of federal poverty guidelines receive 100% charity care,
- 201%-225% of federal poverty guidelines receive 75% charity care,
- 226%-275% of federal poverty guidelines receive 50% charity care, and
- 276%-300% of federal poverty guidelines receive 25% charity care.

The net cost of charity care provided was approximately $477,000 in 2023 and $627,000 in 2022. The total cost estimate is based on an overall financial statement cost to charge ratio applied against gross charity care charges. The percentage of all services as defined by percentage of gross revenue was provided on a charity basis in 2023 and 2022 is .41% and 0.57%, respectively.

In 2023, of a total of 1,319 inpatients, 5 received their entire episode of service on a charity basis and 36 received partial subsidy. In 2022, of a total of 1,359 inpatients, 67 received full charity and 20 received partial subsidy.

Generally, patients who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Hospital also provides services to uninsured patients and offers those uninsured patients a discount, either by policy or law, from standard charges. The Hospital estimates the transaction price for patients with deductibles and coinsurance and from those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions based on historical collection experience. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay are recorded as bad debt expense. Bad debt expense for the years ended September 30, 2023 and 2022 was not significant.

The Hospital has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors:

- Payors (for example, Medicare, Medicaid, managed care or other insurance, patient) have different reimbursement and payment methodologies
- Length of the patient's service or episode of care
- Method of reimbursement (fee for service or fixed prospective payment)
- Hospital's program that provided the service

For the years ended September 30, 2023 and 2022, the Hospital determined revenue recognized from goods and services that transfer to the customer at a point in time is not material to the financial statements.

Supplies

Supplies are carried at the lower of cost (determined by the first-in, first-out method) or net realizable value.

Investments and Investment Income

Investments in equity securities with readily-determinable fair values and all investments in debt securities are measured at fair value in the balance sheets. Values of investments in limited partnerships or companies are based on the net asset values (NAV) per share of the respective

funds as reported in the financial statements of the related interest and provided by the investment manager. Management reviews and evaluates the valuations provided by the investment managers and believes these valuations are a reasonable estimate of fair value at September 30, 2023 and 2022, but are subject to uncertainty and, therefore may differ from the value that would have been used had a ready market for the investments existed.

To simplify its investment return, the Hospital adopted FASB ASC 825, *Financial Instruments*, and, accordingly, investment income or loss (including realized gains and losses on investments, interest and dividends) and unrealized gains and losses are included in (deficiency) excess of revenues, gains, other support, and non-operating (losses) gains, net, over expenses unless the income is restricted by donor or law.

Donor-restricted investment income and gains (losses) on investments on donor-restricted investments are recorded within net assets with donor restrictions until expended in accordance with the donor's restrictions.

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

Property and Equipment

Property and equipment acquisitions are recorded at cost or, if contributed, at fair market value determined at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Equipment under finance lease obligations is amortized on the straight-line method over the shorter period of the lease term or the estimated useful life of the equipment. Such amortization is included in depreciation and amortization in the financial statements. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as support without donor restrictions 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.

CARES Act Provider Relief and Other Stimulus Funds

The CARES Act provided funds to eligible healthcare providers to prevent, prepare for and respond to the Coronavirus Disease (COVID-19). The funds were appropriated to reimburse healthcare providers for healthcare related expenses or lost revenues that are attributable to

COVID-19. The CARES Act provides the U.S. Department of Health and Human Services (HHS) with discretion to operate the program and determine the reporting requirements. During 2022 , the Hospital received and recognized $1,869,600 of American Rescue Plan and HHS Provider Relief Stimulus Funds (Funds) and attested to the receipt of the Funds and agreement with the associated terms and conditions. The Hospital has chosen to follow the conditional contribution model for the Funds. The Funds are recognized in other operating revenue in the statements of operations. Management believes the conditions on which the Funds depend were substantially met. Management believes the position taken is a reasonable interpretation of the rules currently available. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized related to the lost revenues and qualifying expenses may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

In response to the COVID-19 pandemic, the Center for Medicare and Medicaid Services (CMS) made available an accelerated and advance payment program to Medicare providers. The Hospital received $10,971,674 of accelerated advanced payments during 2020. CMS began recouping payment from claims payments one year from the date the respective advances were made for a period of seventeen months. At September 30, 2022 the unrecouped balance was $3,149,501. At September 30, 2023 the full balance was recouped.

Employee Retention Credit

The Employee Retention Credit (ERC) was established by the CARES Act and was intended to help organizations retain their workforce and avoid layoffs during the pandemic. ERC provides a per employee credit to eligible businesses based on a percentage of qualified wages and health insurance benefits paid to employees. ERC is a refundable tax credit claimed quarterly as either a reduction in payroll taxes or cash refunds. The Hospital applied for refunds totaling $2,906,294, $3,150,862 and $3,241,702 relative to the quarters, ended March 31, 2021, June 30, 2021 and September 30, 2021, respectively. The Hospital received cash refunds totaling $9,720,565, including interest. During 2023, while management believes the Hospital met the conditions necessary to recognize ERC it has established a reserve of $2,700,000 should the Internal Revenue Service determine the Hospital is not eligible to receive the credit(s) and seek a refund. The Hospital has recorded revenue of $6,598,827 in the statement of operations.

Employee Fringe Benefits

The Hospital has an "earned time" plan to provide certain fringe benefits for its employees. Under this plan, each employee "earns" paid leave each payroll period. Accumulated hours may be used for vacations, holidays or illnesses. Hours earned, but not used, vest with the employees up to established limits. The Hospital accrues the cost of these benefits as they are earned.

Self-Insurance Program

On January 1, 2022, the Hospital became partially self-insured for healthcare group coverage. This coverage provides medical health benefits to eligible employees and their eligible dependents. Stop loss coverage is in effect which limits the Hospital's exposure to loss on an individual basis of $150,000 (excluding services rendered by the Hospital to participants) and an annual aggregate basis of $1,000,000 (excluding services rendered by the Hospital to participants). The Hospital estimates an accrual for claims incurred but not reported. Medical insurance expense approximated $5,452,900 and $4,579,000 in 2023 and 2022, respectively.

Interest Rate Swap

The Hospital uses an interest rate swap contract to eliminate the cash flow exposure of interest rate movements on variable-rate debt. The Hospital has adopted FASB ASC 815, *Derivatives and Hedging*, to account for its interest rate swap contract. The interest rate swap is not considered a cash flow hedge and, therefore, is included within nonoperating gains (losses). See Note 6 for additional information.

Nonoperating Gains (Losses)

Activities other than those in connection with providing healthcare services are considered to be nonoperating. Nonoperating gains and losses consist primarily of income and gains and losses on invested funds, unrestricted gifts, community benefit expense, and unrealized gain on interest rate swap.

Excess (deficiency) of Revenues, Gains, Other Support, and Non-Operating (Losses) Gains, Net, Over Expenses

The statements of operations include excess (deficiency) of revenues, gains, other support, and non-operating (losses) gains, net, over expenses. Changes in net assets without donor restrictions, if any, which are excluded from this measure, consistent with industry practice, include net assets released from restriction for capital acquisition and net asset transfers.

Donor Restricted Gifts

Unconditional promises to give cash and other assets to the Hospital are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. Contributions received with donor restrictions that limit the use of the donated assets are reported as net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations and changes in net assets as net assets released from restriction. Donor restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

Recently Adopted Accounting Principle

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Codification (ASC) Topic 842, *Leases* (Topic 842), to increase transparency and comparability among companies by recognizing lease assets and lease liabilities in the balance sheet and disclosing key information about leasing arrangements. The adoption of the pronouncement during the year ended September 30, 2023 did not have a material impact on the financial statements of the Hospital.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Hospital has considered transactions or events occurring through February 26, 2024, which was the date the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Hospital had working capital of $6,247,379 and $3,006,606 at September 30, 2023 and 2022, respectively. The Hospital had average days (based on normal expenditures) cash and cash equivalents on hand of 9 and 8 at September 30, 2023 and 2022, respectively.

The Hospital's goal is to maintain financial assets to meet 40 days of operating expenses ($12,415,984 and $11,445,123 at September 30, 2023 and 2022, respectively). The annual operating budget is determined with the goal of generating sufficient net patient service revenue and cash flows to allow the Hospital to be sustainable to support its mission and vision.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, were as follows as of September 30:

	2023	2022
Cash and cash equivalents	$ 2,855,111	$ 2,379,971
Patient accounts receivable, net	30,833,742	13,456,183
Other receivables, net (included in other current assets)	1,450,142	2,520,863
Financial assets available to meet general expenditures within one year	$ 35,138,995	$ 18,357,017

The Hospital has assets limited as to use of $34,732,781 and $45,513,330 at September 30, 2023 and 2022, respectively, that are designated assets set aside by the Board for future capital improvements and other purposes. These assets limited as to use are not available for general expenditure within the next year, however, the internally designated amounts could be made available, if necessary.

3. Net Patient Service Revenue

Net patient service revenue consists of the following for the years ended September 30:

	2023	2022
Gross patient service revenue		
Routine services	$ 5,996,627	$ 6,917,985
Ancillary services	206,059,315	216,150,752
	212,055,942	223,068,737
Less contractuals and discounts	115,323,573	124,814,323
Net patient service revenue	$ 96,732,369	$ 98,254,414

Each performance obligation is separately identifiable from other promises in the customer contract. As the performance obligations are met (i.e., room, board, ancillary services, level of care), revenue is recognized based upon the allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative standalone selling price. In instances where management determines there are multiple performance obligations across multiple months, the transaction price is allocated by applying an estimated implicit and explicit rate to gross charges based on the separate performance obligations.

In assessing collectibility, the Hospital has elected the portfolio approach. This portfolio approach is being used as the Hospital has a large volume of similar contracts with similar classes of customers. The Hospital reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all of the contracts (which are at the patient level) by the particular payor or group of payors, will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level.

Net patient service revenue recognized for the years ended September 30, 2023 and 2022 from these major payor sources is as follows:

	2023	2022
Total all payors		
Medicare and Medicaid	$ 35,578,281	$ 31,965,073
Commercial	60,727,316	66,088,123
Self-pay	426,772	201,218
Net patient service revenue	$ 96,732,369	$ 98,254,414

4. Property and Equipment

The major categories of property and equipment are as follows as of September 30:

	2023	2022
Land	$ 1,981,468	$ 1,981,468
Land improvements	4,529,435	4,305,826
Buildings	43,349,397	43,250,351
Fixed equipment	15,707,482	15,694,879
Major moveable equipment	43,293,083	39,686,981
Assets under finance leases	1,355,697	1,303,110
	110,216,562	106,222,615
Less accumulated depreciation and amortization	78,713,803	74,538,660
	31,502,759	31,683,955
Construction-in-progress	1,723,313	1,719,467
	$ 33,226,072	$ 33,403,422

Construction in progress at September 30, 2023 and 2022 consists of numerous capital and construction related items not yet placed into service.

5. Assets Limited as to Use

Assets limited as to use consisted of the following as of September 30:

	2023	2022
Board-designated for capital acquisition and operations	$ 34,732,781	$ 45,513,330
Deferred compensation	5,102,123	4,446,454
With donor restrictions - temporary in nature	1,115,565	820,375
With donor restrictions - held in perpetuity	2,030,695	2,026,849
Total	$ 42,981,164	$ 52,807,008

The composition of assets limited as to use consisted of the following at September 30:

	2023	2022
Cash and cash equivalents	$ 341,365	$ 3,703,045
Mutual funds	38,281,104	43,672,239
Other investments	4,358,695	5,431,724
Total	$ 42,981,164	$ 52,807,008

Income (loss) from investments, net consisted of the following for the years ended September 30:

	2023	2022
Net assets without donor restrictions:		
Interest and dividends, net of fees	$ 1,379,677	$ 656,632
Realized gains	3,470,123	635,010
Unrealized gain (losses)	728,792	(11,116,408)
	5,578,592	(9,824,766)
Net assets with donor restrictions:		
Interest and dividends, net of fees	(16,830)	212,081
Realized gains	41,503	50,947
Unrealized gains (losses)	273,246	(728,161)
	297,919	(465,133)
	$ 5,876,511	$ (10,289,899)

Changes in endowment (with donor restrictions) net assets are as follows:

	2023	2022
Endowment net assets, beginning of year	$ 2,386,830	$ 2,757,824
Investment (deficit) return		
Investment income (loss), net of fees	96,928	(356,279)
Realized gains on investments	12,196	8,432
Unrealized gains (losses) on investments	168,603	(139,586)
Total investment return (deficit), net	277,727	(487,433)
Contributions	-	4,396
Appropriation of endowment assets for (expenditure) retention	(40,152)	112,043
Endowment net assets, end of year	$ 2,624,405	$ 2,386,830

Interpretation of Relevant Law

The Hospital has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (UPMIFA) such that the Board is allowed to appropriate for expenditure for the uses and purposes for which the endowment fund is established, unless otherwise specified by the donor, so much of the net appreciation, realized and unrealized, in the fair value of the assets of the endowment fund over the historic dollar value of the fund, as is prudent. In so doing, the

Board must consider the long-term and short-term needs of the Hospital in carrying out its purpose, its present and anticipated financial requirements, expected total return on its investments, price-level trends, and general economic conditions. As a result of this interpretation, the Hospital classifies as net assets with perpetual donor restriction (a) the original value of the gifts donated to the perpetual endowment when explicit donor stipulations requiring perpetual maintenance of the historical fair value are present, and (b) the original value of the subsequent gifts to be maintained in perpetuity when explicit donor stipulations requiring perpetual maintenance of the historical fair value are present. The remaining portion of the donor restricted endowment fund composed of accumulated gains not required to be maintained in perpetuity is classified as net assets with donor restrictions temporary in nature until those amounts are appropriated for expenditure in a manner consistent with the donor's stipulations. The Board approves amounts to be appropriated from time to time, based on the Hospital's needs and the provisions of UPMIFA.

Investment Policy and Strategies Employed for Achieving Objectives

In managing its diversified portfolio, the Hospital measures the performance of its investment portfolio's components against the appropriate market benchmark. The investment objective for the portfolio is to achieve the highest long-term total return on assets that is consistent with prudent investment practices. Over the long term, the policy provides that good investment performance should maintain or enhance the purchasing power of the portfolio's assets. A secondary objective is to achieve an annualized return that meets or exceeds a Policy Index that is comprised of reasonable market benchmarks in a weighting that is consistent with the target asset allocation as approved by the Hospital.

The portfolio assets have a long-term, indefinite time horizon with relatively low liquidity needs. As such, the Fund may take advantage of less liquid investments and assume a time horizon that extends well beyond a normal market cycle. It is expected, however, that sufficient portfolio diversification will smooth volatility and help to assure a reasonable consistency of return. The portfolio is managed on a total return basis.

To satisfy its long-term objectives, the Hospital relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and yield (dividends and interest). The Hospital targets a diversified asset allocation that places emphasis on equity and equity-like investments due to their higher long-term return expectations, flexible capital, fixed income, and real assets in a 55-20-15-10 percent ratio to achieve its long-term objectives.

Funds with Deficiencies

From time to time, the fair value of assets associated with donor-restricted endowment funds may fall below the level of the donors' original gift(s) or what UPMIFA may require the Hospital to retain as a fund of perpetual duration ("underwater"). The Hospital's policy prohibits appropriating amounts from underwater endowment funds and there were no deficiencies of this nature that are reported in net assets with donor restrictions as of September 30, 2023 and 2022.

6. Borrowings

Long-term debt consisted of the following as of September 30:

	2023	2022
Series 2015A fixed-rate bonds held by T.D. Bank N.A., payable in variable monthly principal and interest installments through September 2038; interest rate of 2.39% at September 30, 2023; collateralized by gross receipts and a security interest in certain property of the Hospital.	$ 3,804,377	$ 4,013,060
Series 2015B variable-rate bonds held by T.D. Bank N.A., payable in variable monthly principal and interest installments through September 2038; interest rate of 69.75% of one-month Secured Overnight Financing Rate (SOFR) plus 0.73% (4.52% at September 30, 2023); collateralized by gross receipts and a security interest in certain property of the Hospital (see interest rate swap agreement disclosure).	15,495,084	16,245,713
2.97% note payable to a bank, paid in full in 2023.	-	189,466
Finance lease payable in monthly principal payments ranging from $3,564 to $3,783 including interest at an interest rate of 5% maturing July 2028; collateralized by specific assets acquired under finance leases. Two finance leases for equipment were paid in full in 2023.	210,915	329,276
Total long-term debt, before unamortized and deferred issuance costs	19,510,376	20,777,515
Unamortized deferred issuance costs	(183,924)	(212,550)
Total long-term debt	19,326,452	20,564,965
Less current portion	1,065,602	1,267,139
Long-term debt, excluding current portion	$ 18,260,850	$ 19,297,826

The Series 2015 bonds require the Hospital to meet certain covenants. As of September 30, 2023 the Hospital was in compliance with these covenant requirements.

Annual principal maturities on long-term debt, including finance lease, for fiscal years subsequent to September 30, 2023 are as follows:

	Bonds and Notes Payable	Finance Lease Obligations
2024	$ 1,024,060	$ 41,542
2025	1,029,090	43,667
2026	1,066,033	45,902
2027	1,104,397	48,248
2028	1,109,757	31,556
Thereafter	13,782,200	-
	$ 19,115,537	$ 210,915

Interest Rate Swap

In connection with the issuance of the Series 2015B bonds, the Hospital entered into an interest rate swap agreement to hedge the associated interest rate risk. The swap notional amount was $11,412,000 at September 30, 2023. The swap terminates on October 1, 2027. The interest rate swap agreement requires the Hospital to pay a fixed rate of 3.9725% in exchange for a variable rate of 68% of one-month SOFR plus 0.05848%.

The Hospital is required to include the fair value of the swap in the balance sheets, and annual changes, if any, in the fair value of the swap in the statements of operations. For example, during the holding period, the annually-calculated value of the swap will be reported as an asset if interest rates increase above those expected on the date the swap was entered into and as an unrealized gain in the statements of operations, which will generally be indicative that the net fixed rate the Hospital is paying is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statements of operations) if interest rates decrease below those expected on the date the swap was entered into, which will generally be indicative that the net fixed rate the Hospital is paying on the swap is above market expectations of rates during the remaining term of the swap. These annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which is intended to be zero at the maturity date of the swap agreement. The Hospital retains the right to terminate the swap agreement should the need arise. The Hospital recorded the swap at its liability position of $354,022 and $685,796 at September 30, 2023 and 2022, respectively.

Revolving Credit Loan

The Hospital has a $6,000,000 revolving credit loan agreement with T.D. Bank N.A. with an interest rate equal to the higher of the Term SOFR Reference Rate, as defined in the third amended loan agreement, plus 1.97% (7.30% at September 30, 2023). The credit loan is collateralized by a lien on all business assets of the Hospital, a security interest in certain property and an assignment of leases and rents. The agreement expires on August 17, 2024. At September 30, 2023 the outstanding balance was $5,900,000.There were no amounts outstanding under this agreement at September 30, 2022.

7. Retirement Plans

The Hospital sponsors a 403(b) retirement plan for its employees. Contributions are computed as a percentage of earnings and are funded as accrued. The amount charged to expense for the plan totaled $786,722 and $890,813 for 2023 and 2022, respectively.

In addition, the Hospital maintains a 457(b) deferred compensation plan for certain employees. An asset and a liability of $4,105,827 and $3,575,851, respectively, have been recorded related to this plan for 2023 and 2022.

In addition, the Hospital maintains a 457(f) deferred compensation plan for certain highly compensated employees. An asset and liability of $996,296 and $870,603, respectively, have been recorded related to this plan for 2023 and 2022.

8. Commitments and Contingencies

Professional Liability Insurance and Other Litigation

The Hospital maintains medical malpractice insurance coverage on a claims-made basis. The Hospital is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires the Hospital to accrue the ultimate cost of malpractice claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Hospital has evaluated its exposure to losses arising from identifiable potential claims and has properly accounted for them in the balance sheets for the years ended September 30, 2023 and 2022. The Hospital intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

The Hospital at various times during the year may be involved in other legal proceedings of a nature considered normal to its business. Management believes that any liability that may ultimately result from the resolution of these matters will not have a material adverse effect on the financial condition or results of operations of the Hospital.

Professional Services Agreement

The Hospital entered into a professional services, medical direction and management agreement (Agreement) with The Alpine Clinic, LLC (Alpine) in March 2012. Alpine is a private physician practice group with clinical sites in five towns in northern New Hampshire providing orthopedic care, clinical services and related physical therapy, radiology and magnetic resonance imaging services to patients in this region. The initial term of the Agreement was in effect for a period of three years. There are provisions under the Agreement for early termination, subject to agreement between the two parties. Subsequent to the expiration of the initial term, the arrangement has continued on a monthly basis.

Under the terms of the Agreement, the Hospital has agreed to sub-lease Alpine's offices, furniture and equipment. The Hospital has agreed to engage Alpine to provide professional orthopedic and physical therapy services through the physicians, nurse practitioners, physician assistants, and licensed physical therapists employed by Alpine. Alpine has agreed to engage the radiology and magnetic resonance imaging technicians employed by the Hospital to provide the technical services in connection with imaging services to Hospital patients at the Alpine offices. The Hospital has also agreed to engage Alpine to provide the services of all administrative and support staff as is necessary and desirable for the effective and efficient delivery of the orthopedic, physical therapy and imaging services.

Alpine has agreed that its sole compensation under this Agreement will be the fees set forth in the Agreement and that all payments from patients, third-party payors or otherwise for Alpine professional services furnished by the providers to Hospital patients will belong to the Hospital. The fees under the Agreement include an annual base fee, to be paid monthly, and a productivity fee which is to be paid within 30 days following the end of each year of the Agreement. The methodology used to calculate the base fee and productivity fee is specifically defined in the Agreement.

The fees paid to Alpine during the years ended September 30, 2023 and 2022 were $3,079,238 and $2,755,389, respectively.

Equipment Maintenance Agreement

During 2021, a magnetic resonance imaging scanner maintenance agreement was entered into for $14,241 and the agreement expires on May 1, 2025. Total maintenance expense related to this agreement in 2023 and 2022 was approximately $171,000.

Payments in Lieu of Taxes

The Hospital entered into an agreement with the Town of Littleton that calls for annual payments in lieu of taxes through 2026 of $75,000 per year adjusted annually by the Consumer Price Index. For the years ended September 30, 2023 and 2022 the payments were approximately $89,500.

Information Technology (IT) Purchased Services Agreement

In July 2021, the Hospital entered into an agreement for contracted IT services. The agreement requires a monthly system support fee of $71,000 as well as additional fees for software licenses and equipment and expired December 31, 2022. In January 2023, a new agreement was entered into for $70,243 per month and a one-time onboarding payment of $32,000. The agreement renews annually unless termination notice is given by either party 30 days prior to the annual contract termination date. Total expenses incurred by the Hospital related to this agreement for the years ended September 30, 2023 and 2022 were approximately $869,200 and $852,000, respectively.

Deferred System Development Costs

During 2021, the Hospital entered into an agreement with Cerner Corporation (Cerner) to implement a hospital-wide electronic health record (EHR) system. The Cerner agreement has an initial term of ten years with successive 12-month terms. Should the Hospital terminate the agreement within the first 108 months from the date the EHR system is placed into service it will be subject to an early termination fee. The costs incurred by the Hospital related to the implementation of the EHR system through the date the EHR system is placed in service have been deferred and will be amortized over the remaining term of the Cerner agreement. The EHR system was placed into service in October 2022.

The following is a schedule of future amortization of deferred system development costs as of September 30, 2023:

2024	$ 59,188
2025	59,188
2026	59,188
2027	59,188
2028	59,188
Thereafter	236,749
	$ 532,689

The following schedule reflects the Hospital's minimum payments to Cerner under the agreement for future finance, subscription, transaction, and maintenance services:

2024	$ 1,476,000
2025	1,476,000
2026	1,476,000
2027	1,476,000
2028	1,476,000
Thereafter	5,904,000
	$ 13,284,000

9. Physician Practices

During 2023 and 2022, the Hospital operated several physician practices. For the years ended September 30, 2023 and 2022, the Hospital recognized net practice operations activity as follows:

	2023	2022
Net practice revenue	$ 20,255,634	$ 20,633,166
Direct expenses	27,593,643	26,872,486
Net loss (before indirect expenses)	$ (7,338,009)	$ (6,239,320)

10. Net Assets

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

	2023	2022
Funds maintained with donor restrictions temporary in nature:		
Construction fund	$ 19,529	$ 164
Indigent care	224,927	175,134
Health education	97,505	-
Pastoral care	6,907	10,308
Veterans transportation	2,292	2,269
Volunteer services	109,876	132,626
Other health-related services	653,295	498,043
Total funds maintained with donor restrictions temporary in nature	1,114,331	818,544
Funds maintained in perpetuity:		
Investments to be held in perpetuity, the income from which is expendable to support healthcare services	2,031,930	2,031,930
Total net assets with donor restrictions	$ 3,146,261	$ 2,850,474
Net assets released from restrictions consisted of:		
Satisfaction of purpose restrictions - operations	$ 93,166	$ 53,294

11. Functional Expenses

The Hospital provides general healthcare services to residents within its geographic location. The statements of operations report certain categories of expenses that are attributable to both healthcare services and support functions. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Occupancy costs are allocated by square footage, employee benefits are allocated based on salaries and professional liability insurance is allocated based on expense for the physician. Expenses related to healthcare and support services for the year ended September 30 are as follows:

2023	Healthcare Services	General and Administrative	Total
Salaries, wages, and fringe benefits	$ 48,526,274	$ 7,235,458	$ 55,761,732
Contract labor	8,593,475	4,349,525	12,943,000
Supplies and other	23,036,009	15,094,832	38,130,841
Medicaid enhancement tax	5,066,252	-	5,066,252
Depreciation	3,365,979	992,328	4,358,307
Interest	-	1,394,031	1,394,031
	$ 88,587,989	$ 29,066,174	$ 117,654,163

2022	Healthcare Services	General and Administrative	Total
Salaries, wages and fringe benefits	$ 48,559,042	$ 7,779,915	$ 56,338,957
Contract labor	4,885,327	2,998,880	7,884,207
Supplies and other	24,966,889	10,269,468	35,236,357
Medicaid enhancement tax	4,198,782	-	4,198,782
Depreciation	3,237,548	699,013	3,936,561
Interest	-	778,440	778,440
	$ 85,847,588	$ 22,525,716	$ 108,373,304

12. Concentration of Credit Risk

Patient Accounts Receivable

The Hospital grants credit without collateral to its patients, most of whom are local residents and insured under third-party payor agreements. The mix of receivables for patients and third-party payors at September 30, 2023 and 2022 was as follows:

	2023	2022
Medicare	39 %	19 %
Medicaid	17	13
Anthem	15	18
Other third-party payors	25	38
Patient	4	12
	100 %	100 %

13. Fair Value Measurement

FASB ASC 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Notes to Financial Statements

September 30, 2023 and 2022

Assets and liabilities measured at fair value on a recurring basis are summarized below:

	Fair Value Measurements at September 30, 2023		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Assets			
Cash and cash equivalents	$ 341,365	$ 341,365	$ -
Mutual funds			
Index funds	26,708,463	26,708,463	-
Bond funds	6,470,518	6,470,518	-
Total board-designated mutual funds	33,178,981	33,178,981	-
Assets to fund deferred compensation			
Mutual funds	5,102,123	5,102,123	-
	38,622,469	$ 38,622,469	$ -
Investments measured at NAV	4,358,695		
Total assets	$ 42,981,164		
Liabilities			
Interest rate swap	$ 354,022	$ -	$ 354,022
Total liabilities	$ 354,022	$ -	$ 354,022

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Notes to Financial Statements

September 30, 2023 and 2022

	Fair Value Measurements at September 30, 2022		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Assets			
Cash and cash equivalents	$ 3,703,045	$ 3,703,045	$ -
Fixed income	-	-	-
Mutual funds			
Index funds	29,520,142	29,520,142	-
Bond funds	9,705,643	9,705,643	-
Total board-designated mutual funds	39,225,785	39,225,785	-
Assets to fund deferred compensation			
Mutual funds	4,446,454	4,446,454	-
	47,375,284	$ 47,375,284	$ -
Investments measured at NAV	5,431,724		
Total assets	$ 52,807,008		
Liabilities			
Interest rate swap	$ 685,796	$ -	$ 685,796
Total liabilities	$ 685,796	$ -	$ 685,796

The fair value of Level 2 assets has been measured using quoted market prices of similar assets and the fair value market approach, as determined by comparable sales data.

The fair value of the interest rate swap is measured using other than quoted prices that are observable to value the interest rate swap. These values represent the estimated amounts the Hospital would receive or pay to terminate the swap agreement, taking into consideration current interest rates and the current creditworthiness of the counterparty.

The following table sets forth a summary of the Hospital's investments valued using a reported NAV at September 30:

	Fair Value Estimated Using NAV Per Share at September 30				
Investment	2023	2022	Redemption Frequency	Other Redemption Restrictions	Redemption Notice Period
Nyes Ledge Capital Offshore Fund, LTD	**$ 109,846**	$ 109,846	Annually	Annually on December 31	90 days
Drake Capital Offshore Partners, LP	**4,227,540**	5,149,659	Semi-Annually	100% Annually (December 31) 25% Annually (June 30)	90 days
Seaport Global Property Securities, LP	-	107,208	Monthly	N/A	15 days
Hatteras Core Alternatives TEI Fund, LP (Hatteras Fund)	**21,309**	65,011	Quarterly	Each quarter Hatteras Fund allows up to 5% of the fund to be redeemed; if clients redemption requests are greater than 5% of the fund, each investor will be paid out a pro-rata portion of their redemption request	75 days
	$4,358,695	$5,431,724			

Investment in Granite State UC, LLC

The Hospital owns a 50% interest in Granite State UC, LLC as of September 30, 2023. Granite State UC, LLC, an urgent care clinic in Lincoln, New Hampshire, opened for operations during 2022. Granite State's fiscal year-end is September 30.

The investment in Granite State UC, LLC is reported in accordance with the equity method, including the Hospital's applicable share of the profit or loss based on the financial information of Granite State UC, LLC for the year ended September 30. During 2022, the Hospital made an initial capital contribution of $125,000. No equity distributions were received during the year ended September 30, 2022. Losses incurred the Hospital's investment during 2022 and as a result the Hospital reduced its investment to $0 and reflected this in its non-operating income (loss). These losses continued in 2023.

In February 2024, the Hospital signed an agreement wit the other 50% equity holder to acquire their interest for $125,000 effective April 1, 2024, purchase the equipment for $20,000 and assist in funding certain expenses until the acquisition date in the amount of $95,000. The Hospital intends to dissolve the LLC and operate the urgent care center as a department of the Hospital once acquired.

Littleton Hospital Association, Inc. dba Littleton Regional Healthcare *(Feb2025)*				
LAST NAME	FIRST NAME	Position	Relation	Interest
Fitzpatrick	Patrick	Elected Member	N/A	0%
Garrison	Ashley	Elected Member, Chair	N/A	0%
Goldberg	Stephen	Elected Member	N/A	0%
Goudie	Audrey	Elected Member	N/A	0%
Jesseman	Richard	Elected Member	N/A	0%
Karol	Nathan	Elected Member	N/A	0%
McKenzie	Richard	Elected Member, Vice-Chair	N/A	0%
Mei	Claire	Ex-Officio, LRH Auxiliary	N/A	0%
Morgan	Laurie	Elected Member	N/A	0%
Noyes	Stephen	Elected Member	N/A	0%
Nutter	Robert	Ex-Officio, LRH President & CEO	N/A	0%
Reardon	Charyl	Elected Member	N/A	0%
Smith	Paul	Elected Member	N/A	0%
Tremblay	Thomas	Elected Member, Secretary	N/A	0%
Woodward	Jeff	Elected Member, Treasurer	N/A	0%

LHA is 100% controlling entity. Tax ID: 02-0222152. 600 St. Johnsbury Road, Littleton, New Hampshire 03561. 603-444-9000

Andrea M. Berry, D.O.

QUALIFICATIONS SUMMARY

- ☐ Professional, dedicated, self-motivated family practitioner with experience in a busy rural family practice office
- ☐ Understanding of medical issues affecting individuals and family dynamic
- ☐ Understanding and implementation of Hospice concept
- ☐ Waivered Substance Use Disorder treatment provider

PROFESSIONAL EXPERIENCE

Mid-State Health Center, Plymouth, Bristol, NH, 8/2012-present
Family Physician, Substance Use Disorder (Medication Assisted Treatment) provider
Lead clinician of Bristol office, 2/2019-present

Newfound Area Nursing Association, Bristol, NH, 3/2013-present
Hospice Medical Director

Newfound Area Nursing Association, Bristol, NH, 5/2014-present
Medical Director

University of New England College of Osteopathic Medicine, 8/2015-present
Preceptor for third and fourth year medical students for Community Health rotation

The Doorway at Littleton Regional Hospital, Littleton, NH, 1/2020-present
Medical Director
SUD treatment provider

EDUCATION

University of New England College of Osteopathic Medicine, Biddeford, ME
Doctor of Osteopathic Medicine, 2009
W. Hadley Hoyt Award Recipient, 2009

Seton Hall University, South Orange, NJ
Bachelor of Science, 2003
Cum laude
Masters of Science, 2005
Summa cum laude

POSTGRADUATE TRAINING

PCOM/Heart of Lancaster Regional Medical Center, Lititz, PA
Family Medicine Resident, 6/2009 – 6/2012
Surgery and Pediatrics Department Awards, 2010
Chief Family Medicine Resident, 2011 – 2012

LICENSURE AND CERTIFICATION

NH Board of Medicine, 2011-present
BLS Certification, 2009 - present
ACLS Certification, 2009 – 2012
Buprenorphine prescriber certification/DATA2000 Waiver, 2014 - present

PROFESSIONAL MEMBERSHIPS

American College of Osteopathic Family Physicians, 2009 - present
American Academy of Family Physicians, 2011 - present
American Osteopathic Association, 2005 – present

REFERENCES

Available upon request

Brittany Pelletier

Work Experience

Case Manager

Grafton County-Haverhill, NH
November 2023 to Present

- Provides case management services to participants who have been convicted and sentenced to any of the Alternative Sentencing programs;
- Completes daily appointments, enrolls sentenced individuals into programs and prepares necessary files;
- Collects fees and monitors space availability for various Alternative Sentencing Programs;
- Communicates by telephone, letter, report, and affidavit with the judges, prosecutors, defense attorneys, and probation and parole officers about participants who are struggling or have failed to complete programs;
- Receives Judgments of Conviction and processes all required paperwork;
- Maintains files for affidavits and when required, appears in court to testify to the affidavit;
- Works with participants through schedule changes, non-appearance and behavior issues.

Senior Court Operation Specialist

State of New Hampshire-Lancaster, NH
May 2023 to Present

Recommends procedures and interpret rules and regulations

Limited courtroom responsibility, signature authority, scheduling responsibility, and may regularly supervise up to one full-time Court Assistant II or have occasional supervision of more than one full time court assistant

Reports to the Clerk of Court or Deputy clerk and has limited supervisory responsibilities over subordinate court assistant

Opens, date stamps, sorts and distributes mail

Checks and reviews incoming and outgoing documents for completeness and accuracy of information; assigns general case categories and processes documents as required in accordance with the court rule's

Assigns docket numbers and records information as required in the appropriate files

Files court records using chronological, alphabetical, and numerical filing systems; retrieves and distributes files for court personnel, the public, and attorneys

Type notices, orders and decrees, correspondence, hearing and trial lists

Answers telephone, prepares copies, and assists the public

Prepares summonses, notices, warrants, subpoenas and similar processes; computes applicable dates for service and return of service, affixes court seal, and prepares copies of documents

Operates electronic recording machine; serves as courtroom clerk as required; prepares juror lists, and performs related work relative to questionnaires, summonses, appearances, and payment of jurors

Schedules trials, hearings, continuances and other matters

Answers inquiries and furnishes information by reviewing court records

Performs a variety of bookkeeping functions which may include receipt and disbursement of revenues, journal maintenance, bank reconciliation, and preparation of financial reports

Signs court documents as required in the absence of the clerk

Performs limited supervision of up to one full-time lower-level court assistant including assignment of work, responding to questions, and limited training

Drug Court Case Manager

The Mental Health Center - Northern Human Services-Berlin, NH
September 2021 to March 2022

Provides assessment and service-planning to support participants in their treatment and their long-term recovery.

Provides referral and linkages to other services and agencies in the community such as social services, housing, medical services, and educational programs.

Provides information and updates to the rest of the Drug Court team regarding the participants' compliance with program rules, their overall progress toward goals, and any barriers they face.

Resident Services Coordinator

AHEAD INC-Littleton, NH
September 2020 to September 2021

Manage and provide access to necessary supportive services in the community.

Provide case management services as needed and requested.

Develop programs and resources that support wellness for the entire resident population.

Advocates on behalf of the residents.

Act as a resource for residents on available community-based services, and can answer any questions.

Facilitate wellness and other educational programs for residents.

Motivate and empower residents to be as independent as possible.

Educate and provide trainings and assistance to residents and other property staff.

Advise residents with building support networks and consult with tenant organizations and resident management.

Connect residents to service providers who can meet their needs.

Case Manager II

FRANKLIN COUNTY GOVERNMENT-Chambersburg, PA
September 2019 to March 2020

Conducts case management services for individuals age 50+ who have been referred to the Office of Aging, and assist them in accessing resources in the community.

Respond to referrals within 24 hours and conduct individual comprehensive assessment in the client's home and develops an Individual care plan for each client.

Keep case note records and maintains an awareness of participants' needs and connect them to appropriate services.

Maintain client follow-up within 30 days to ensure participant has received adequate services.

Assist the participant in establishing attainable goals to maintain stability.

Directly refers clients to other appropriate services within the community by providing advocacy, information and assistance, and act as liaison with other social service agencies that provide services for older adults.

Works in collaboration with providers, Aging and Adult Services, local hospitals, physicians, and other community based organizations.

Maintains program statistics including: entering of client demographics, care plan, information and assistance data and services provided, outcomes and billable hours.

Maintains confidentiality of client information at all times.

Executive Assistant/Medical Secretary

Littleton Regional Healthcare-Littleton, NH
January 2010 to August 2014

Answer phone calls.

Response to emails.

Schedule appointments.

Greet patients upon arrival.

Collect patient's personal information.

Validate payment methods and medical insurance coverage.

Record patient's information in the EMR System.

Education

BS in Business Administration

University of New Hampshire
August 2021 to Present

Paralegal

Granite State College - Hooksett, NH
September 2008 to June 2011

Skills

- Hospital
- Insurance Verification
- Medical Insurance
- Case Management

- Documentation
- Microsoft Excel
- Outlook
- Time Management
- CRM Software
- Personal Assistant Experience
- Social Work
- Legal Research
- Legal Drafting
- COMMUNICATION SKILLS
- RESEARCH SKILLS
- Organizational Skills
- Paralegal
- Document management
- Litigation
- Filing
- Organizational skills
- Time management
- English
- Sales
- Cash register
- Retail sales
- Sales management
- Mental health counseling

Certifications and Licenses

Paralegal Certificate

Certified Notary Public

Driver's License

CATHERINE JOHNSON

CUSTOMER SERVICE SPECIALIST

Ca

EDUCATION

Diploma
Littleton Regional HS
September 1994 - June 1998
Littleton, NH

SKILLS

Management
Data Analysis
Problem Solving
Organizational
Customer Service
Strategic Planning
Retail Management

WORK EXPERIENCE

Patient Services Coordinator
Heading Health, Inc
September 2022 – January 2023 / Austin, TX

- Maintained the highest call rate in the company during my tenure.
- Assisted patients with scheduling, billing questions, and escalating of issues to the appropriate manager.
- Worked closely with four providers, improving the relationship, and collaborated on workflow improvements.
- Managed multiple communication channels including phone, email, voicemail and internet patient bookings.

Administrative Assistant, Human Resources
North Country Healthcare, Weeks Medical Center
January 2022 – July 2022 / Lancaster, NH

- Assisted in the development and implementation of the employee housing reservation procedure.
- Audited and completed I-9 forms, identifying, and correcting ten errors in my first 60 days of employment.
- Enhanced the employee/human resources relationship through being the first point of contact for all employee interactions.
- Worked closely with Director to design and deliver the companies first on-boarding and orientation program.

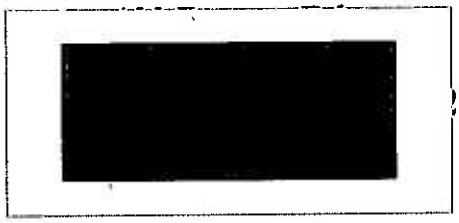
COVID-19 Health Screener
North Country Healthcare, Weeks Medical Center
January 2021 - January 2022 / Lancaster, NH

- Greeted and captured basic vital information from patients entering the facility.
- Assisted with patient appointment questions and provided guided directions.
- Monitored and sanitized all surfaces each hour to reduce possible infection.

First Assistant Manager
McDonald's Restaurant Chain
March 2008 - October 2020 / Lancaster, NH

- Successfully completed the ServSafe Certification in the first week of employment.
- Participated in and passed the Basic Shift Management and Advanced Shift Management courses during my tenure, earning four college credits towards future education.
- Participated in employee relation conversations and problem resolution implementation.
- Honed my customer service skills through various situational exposures, allowing me to provide feedback and training to on-site staff.

Debra Towle



Objective To utilize my education and experience in providing excellent services to the patients of Littleton Regional Hospital.

Summary of Qualifications

- MAT programming (medicated assisted treatment)
- Spoke/OBOT clinician and case manager
- Collaboration with medical professionals
- Collaboration with local medical offices and other providers Blueprint for Health\
- Primary care office experience
- Opioid education and experience
- Counseling experience including group, family, and individual
- Providing education around substance issues
- Office manager of outpatient treatment facility
- Criminal justice experience
- Responsible and confidential
- Communicate well written and oral
- Work independently
- Team oriented
- Excellent organizational skills
- Group communication skills

Employment History

2018-present	Baart Behavioral Health dba Baymark Inc (clinical supervisor) St. Johnsbury and Newport Vt
2017-2018	Baart Behavioral Health-Blueprint for Health, (outpatient suboxone clinician) St Johnsbury, Vt.
2016-2017	Baart Behavioral Health dba Baymark Inc, (hub clinician) St. Johnsbury, Vt.
2013-2016	Clara Martin Center dba Central Vt Substance Abuse Services Berlin, Vt.
2000-2016	Northeast Kingdom Human Services (Crash facilitator) St. Johnsbury, Vt.
2004-2013	Caledonia Family and District Courts, St. Johnsbury, Vt.
2004-2002	Washington Family Court, Barre, Vt.
1999-2002	Tri County Substance Abuse Service Office Manager St. Johnsbury, Vt.

Debra Towle

Education

M.S. in Community Counseling Springfield College (Concentration in alcohol and drug)
St. Johnsbury, Vt. (August 2010)
B. A. in Communications Lyndon State College Lyndonville, Vt.

Licensures

Licensed Alcohol and Counselor, MS, LADC(2017)
Alcohol and Drug Counselor Certification (2016)
Addictions Apprentice Professional (2013)

Computer Skills

Microsoft Word	Microsoft Excel	Microsoft Power Point
WordPerfect 6.0	WordPerfect Office	Windows

Special Training

Electronic medical records (EMR)
Medicated assisted treatment (MAT)
Supervisor experience
Clinic management

[redacted]

Janessa White

Objective

To obtain a position as an Administrative Assistant in a medical setting that will enable me to contribute my professional experience in an established organization.

Professional Qualifications

- Warm, outgoing personality with the ability to interact effectively and in a supportive manner with persons of all ages and backgrounds.
- Extensive knowledge of MS Office and the operation of standard office equipment.
- Ability to handle several situations at once with confidence while maintaining accuracy and efficiency.
- Outstanding communication skills both verbal and written.
- Excellent telephone etiquette.
- Flexible and adaptable.
- Stress tolerant.

Professional Experience

2015 - present **Q Burke Mountain Resort** East Burke, VT

Food and Beverage Administrator

- Work with Director of Food and Beverage on the creation and maintenance of reports; including inventory, purchases, revenue and labor.
- Interdepartmental communications for IT and maintenance.
- Administer and log paperwork as required by Human Resources.
- Develop alternatives to handle requests when many times the problems are not clearly identified or involve sensitive issues.
- Compose all types of correspondence or documents, many times on behalf of the Director of Food and Beverage and/or the management team. Correspondence may be directed toward outside vendors, customers or senior level executives.
- Research questions and/or problems, including those complex in nature. Research typically will require obtaining and analyzing data from multiple sources both inside and external to the organization. Proactively makes recommendations for resolution; documents and communicates broadly to eliminate potential of repeat occurrence. Reconciles discrepancies with disparate information; report out to Director of Food and Beverage and/or appropriate Stakeholder.
- Proactively keeps Director of Food and Beverage appraised of status of all projects.
- Responsible for gathering data from multiple sources and merging into reports, presentations and or other sources for quick analysis and/or decision making by the Director of Food and Beverage.

- Serve as liaison between Director of Food and Beverage and management team and all others needing information or action.
- Maintain and manage calendar for Director of Food and Beverage, including coordination with Sales bookings
- Anticipate, analyze and proactively react to changes in priorities and tasks.
- Handle and manage confidential and non-routine information with a high level of confidentiality and professionalism at all times.
- Types and designs general correspondence, letters, charts, PowerPoint, tables, graphs, business plans etc. with professionalism.
- Proofreads for spelling, grammar, layout and potential mistakes; making appropriate changes where necessary.
- Orders all necessary office supplies so that items are available on hand.
- Develops and maintains a continuity book.
- Assists when needed in F&B Events.
- Other office and Administrative duties as required by Director of Food and Beverage.
- Have knowledge of Restaurant POS systems and manage back office for Resort.

2012 – 2015 **Norris Cotton Cancer Center** St. Johnsbury, VT

Medical Secretary

- Performed a variety of administrative support and customer service related duties to assist in overall function of the department to include greeting and welcoming patients and checking them in for appointments – often dealing with emotional and/or distraught family members.
- Schedule appointments for patients according to established procedures and physicians requests.
- Register all patients in accordance with all HIPPA regulations.
- Manage on-going projects requiring a high degree of independent decision making and professional judgement
- Manage incoming and outgoing medical records requiring a high degree of confidentiality.
- Handle incoming calls and respond to queries in a warm professional manner.
- Transcribe doctor notes for electronic employee files
- Perform essential clerical tasks to include but not limited to data entry, faxing and e-mail correspondence.

2009 – 2012 **Danville Health Center** Danville, VT

Medical Receptionist

- Welcoming patients and checking them in for appointments.
- Scheduling appointments for patients according to established procedures.
- Registering patients in accordance with all HIPPA regulations.
- Checking and verifying the accuracy of insurance information and obtaining pre-authorization for procedures as needed.
- Managing incoming and outgoing medical records.
- Obtaining referrals as needed.
- Handling incoming calls and responding to queries in a warm professional manner.
- Collecting payments and co-payments following individual insurance guidelines.
- Performing essential clerical tasks to include but not limited to data entry, faxing and e-mail correspondence.

2005 – 2006 **Mobile Medical International Corporation** St. Johnsbury, VT

Administrative Assistant

- Answer phones and direct calls.
- File documents
- Assemble proposals.
- Data entry.
- Meet and greet visitors and potential clients.
- Send and receive faxes
- Prepare parcels for shipment

•Typed 70+ wpm

Education

St. Johnsbury Academy St. Johnsbury, VT

High School Diploma

Resume:

Oleg A. Gerasimov, APRN, FNP, RN

I graduated from the University of Southern Maine (USM) with a master's degree in nursing, APRN, FNP (a Family Nurse Practitioner) in December 2020. I successfully passed a certification exam (AANP) in July 2021, and applied for an APRN, FNP license. In August 2021, I received APRN, FNP license and in October 2021 - a DEA license and later in December 2021 a DEAX license (x-waiver, I am Suboxone provider).

I earned my BS degree in nursing also from the University of Southern Maine in 2015. I received my RN license in July 2015 in Concord, New Hampshire, after successful passing of an NCLEX exam there from the first attempt. New Hampshire is my state of residence.

Work & Education: I worked for the US Government: US Department of State (US Embassy in Moscow, Russia) – from 1 November 1993 till 1 May 2002, and for the Department of Defense (US army) - from 28 June 2005 till 10 August 2012, and as an LPN from 1 January 2005 till 27 June 2005.

- 1 September 1987 – 1 August 1993 – The Russian State University for Humanities (I earned Master & Baccalaureate Degrees in World History)
- 1 November 1993 – 1 May 2002 – Consular assistant (Personal assistant to our Consul General in Moscow and to other Consuls) and other special tasks and field trips within Russia (US Department of State, American Embassy in Moscow, Russia) (E8/FSN8).
- 03 September 2003 – 31 December 2004 – New Hampshire Technical Institute, Concord (NHTI), LPN diploma; I worked part time as an LNA while I was studying at NHTI, including taking pre-requisite courses (01 September 2002 – 31 December 2004).
- 1 January 2005 – 27 June 2005 – work at Mount Carmel Nursing Home, Manchester, NH, as an LPN
- 28 June 2005 – 10 August 2012 – US Army (Department of Defense, Military Intelligence, Human Resources, Admin, Reports for the State Department): Germany (Friedberg), Iraq (Tal Afar, Mosul, Al Ramadi), Kuwait, National Security Agency (Fort George Meade, Maryland), Germany (Wiesbaden), SGT Retired (honorable discharge in August 2012) (E5). I successfully completed a WLC in Grafenwöhr, Germany in 2011.
- 1 May 2006 – 5 August 2011 – University of Oklahoma, I earned a combined master's degree in international Relations and Human Relations while I was on active duty in the United States army
- 1 September 2012 – 5 September 2015 – University of Southern Maine (USM),

Portland, Maine. I earned a BSN degree and became an RN

- 9 May 2015 – 24 July 2015 - preparation for NCLEX, I took several short-term courses
- NCLEX exam – 24 July 2015
- 6 September 2015 – 20 February 2017 - work at a skilled nursing facility in Franconia, New Hampshire as an IV certified RN. 6 September 2015 – 15 August 2020, I also worked as a per diem RN for Grafton County Nursing home in North Haverhill, New Hampshire. I had to leave both jobs because I could not maintain even a per diem status because of the increasing workload at school and in my clinical rotations (a Family Nurse Practitioner (FNP) program at the University of Southern Maine, in Portland, Maine (USM).
- 6 September 2015 – 20 December 2020 - FNP program at the University of Southern Maine (USM). I graduated from this program after meeting all the academic and clinical requirements in December 2020 with a master's degree in nursing, APRN, FNP. I worked as an FNP intern student for York hospital and family practice in Maine from 1 November 2020 till 1 February 2021 (part of FNP program).
- 20 January 2021 – 20 October 2021, work for Coos county nursing hospital in Northern New Hampshire as an RN.
- 1 September 2020 - current, work part time for the home care nursing visiting agency - Heavens caring, Deerfield, NH, as an RN. I do home visits of my clients.
- 20 September 2021 – 1 December 2021, work per diem as an APRN, FNP for the company Centurion in New Hampshire's state prisons (40 hours per week). I obtained great experience working with patients. My strongest area of expertise is diagnosing. I was doing great and was successful clinically. I became an expert in assessing my patients, in ordering medications and labs, in referring my patients for onsite and offsite consultations. Documentation is another strong area of expertise. I professed in charting in EMRs.
- 1 December 2021 - 1 November 2022, one year contract, work as a full time APRN, FNP for Valley Vista Rehabilitation facility in Vermont (40 hours per week). This facility is specializing in detox services and rehabilitation of clients with opioid and alcohol addiction disorders as well as in general treatment of chronic and acute comorbid conditions such as asthma, diabetes, COPD, cirrhosis, cardiovascular disease, hypothyroidism. I assess and treat my patients. I prescribe medications. I perform initial head to toe intake physical assessments.

Family: I have a daughter (23) and a father (80) who just had a stroke (he is now retired and an invalid).

I live in New Hampshire permanently (I am a resident of New Hampshire). I have a farm in North Haverhill, New Hampshire. My father moved here permanently and lives both with me and in his apartment in Boston.

Languages: English, Russian (fluent), French (fair), German (fair), Spanish (some), Arabic (poor)

Awards: US State Department Meritorious Honor Award (2006), Army Commendation Medal (Iraq, January 2006 – March 2007), Army Achievement Medal (National Security Agency, Fort George Meade, winning of several military boards), Iraqi Operation Medal (2007), War on Terrorism Medal (2006) and other

Clinical experiences: as part of my BSN/RN program at USM, I worked in PACU at Maine Medical Center in Portland. I got to learn a pre-op and post-op routine through that practicum. I also worked in nursing rehab facilities as an LPN, LNA and RN. These skills became useful in my RN and FNP work in both hospital and family practice settings. I had my medical surgical and high acuity nursing clinical rotations also at Maine Medical center in Portland, Maine (clinical, BSN/RN program at USM). I also had one of my clinical rotations at St. Mary's facility, at detox center at St. Mary's facility. I was among few nurses at my works places who was IV certified.

As part of APRN, FNP program, I had clinical experiences in Ammonoosuc family practice clinic in Lincoln, New Hampshire, in nursing homes both in New Hampshire and Maine, in Wolfeboro pediatric clinic in New Hampshire, in a student health center at the University of New England in Portland, Maine, and at York hospital, and family practice in Maine.

Scott Pontti PT, MBA

Experience

Rehabilitation Director - Physical Therapist, HealthPro - Coos County Nursing Home
Berlin, NH March 2019 - current

I am a physical therapist and rehabilitation director providing clinical and management services at a skilled nursing and long term care facility in Berlin, NH

- I am a contracted by HealthPro to provide management and clinical services to Coos County Nursing Home in Berlin, NH
- Directly manage a staff of physical therapists, occupational therapists, assistants, and speech language therapist
- Maintain corporate productivity levels to facilitate profitability margins while ensuring high quality clinical care
- Work with the interdisciplinary team to maintain clinical and financial compliance with the Centers for Medicare & Medicaid Services.
- Develop monthly QAPI projects with the quality department
- Implement strategies with the administrator and MDS coordinator to maximize case mix index scores
- Built a strong respectful rapport with subordinate staff to mitigate turnover, while maintaining a well functioning department

Rehabilitation Director, The Morrison
Whitefield, NH October 2017 - March 2019

I was the rehabilitation director of a skilled nursing and long term care facility called The Morrison in Whitefield, NH.

Accomplishments

- Facilitated the transition of rehab services from the contracted services with Synertx to direct services provided by The Morrison
- The rehab department has had 0% staff turnover in two years while maintaining quality, volume, and strong patient satisfaction
- Zero state survey deficiencies for three years in the rehab department
- Developed the policy for Morrison's new hire physical performance testing and implement the testing on all new hires
- Involved in monthly Quality Assurance/Performance Improvement programs
- Audit therapist charts for proper documentation and compliance requirements

Rehabilitation Director, Synertx
Whitefield, NH September 2015 - October 2017

I was the rehabilitation director of a company that was contracted to provide services for a skilled nursing and long term care facility called The Morrison in Whitefield, NH. When Morrison decided to employ the therapists directly rather than through the contract, then I became employed by Morrison.

Accomplishments

- Developed a functional system and process for outpatient admission in a newly constructed rehabilitation gym at The Morrison

- Secured financing and oversaw the construction of an award winning medical office building in Franconia, NH
- Responsible for obtaining and overseeing the implementation of an MRI system, and an x-ray system for the diagnostic imaging department
- Managed 5 orthopedic office locations, and 2 physical therapy office locations, and 1 diagnostic imaging department with 24 FTEs and the partnered surgeons throughout Northern New Hampshire
- Managed 25 staff members, including radiology, orthopedics, and physical therapy
- Oversaw the implementation an electronic medical record system, eClinicalWorks
- Demonstrated a diverse set of management skills including all human resource duties, financial manager / controller / data analyst, IT director, liaison with the corporate accountant and legal counsel, and effective communicator with all executive relationships to outside affiliates

Director of Rehabilitation Services, Cottage Hospital
Woodsville, NH August 2007 -November 2008

I was the rehabilitation department's director and physical therapist.

Accomplishments

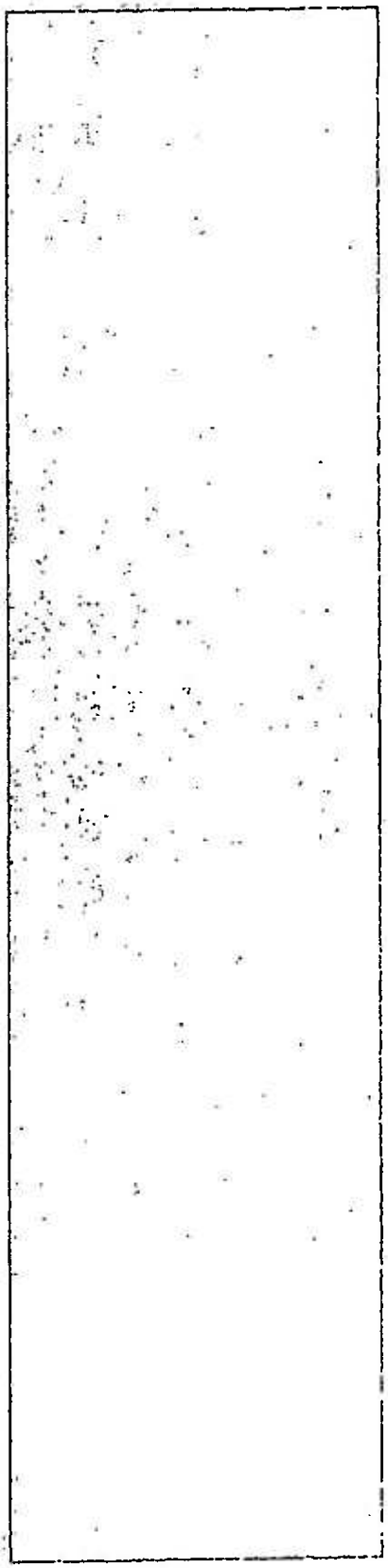
- Responsible for department budget development and adherence
- Developed clinical pathways to treat post-surgical rehabilitation programs
- Accountable for the day to day operations of a team of occupational therapists, physical therapists, COTAs, PTAs, speech pathologist
- Established a part-time neurologist office and practice within the rehab department

Chief Operating Officer, Rehabilitation Specialists
Jamestown, NY May 2003 - August 2007

I advanced my position from a staff physical therapist to become the company's COO of an expanding comprehensive rehabilitation service company in Western New York. We had several PT's, PTA's, OT's, COTA's, and special educators.

Accomplishments

- Managed a broad variety of outpatient therapy services among several offices.
- Worked daily with the other rehabilitation team members, including special educators for the pediatric population
- Developed care planning for adults and pediatrics as a physical therapist for a contract with Aspire, which is a day service center for people with disabilities
- Expanded the role of the company's occupational health contract within the Cummins Engine Plant in Jamestown, NY
- Completed my internship within the occupational health department of Cummins Engine Plant, and completed my didactic coursework to receive my Six Sigma certifications



- Oversaw the day to day operational management of 4 office locations within Western New York

Physical Therapist, Olean General Hospital
Olean, NY June 2002 -May 2003

I was a staff therapist within a community based hospital in Western New York.

Accomplishments

- Provided outpatient and inpatient physical therapy services for a broad variety of patients
- Worked very closely with the discharge planning team, OTs, speech therapists, nursing staff and other PTs to ensure successful transition of patients

Physical Therapist, Cattaraugus - Little Valley Regional School
Little Valley, NY August 2001-June 2002

I provided school based physical therapy services for a regional school system in Western New York

Accomplishments

- Created policies and procedures for the school district's physical therapy department; I was the first district-employed Physical Therapist
- Performed physical therapy treatments, evaluations, and IEP assessments
- Established a department budget for clinical equipment and testing tools

Physical Therapist, Diversified Rehabilitation Services
Buffalo, NY January 2001-August 2001

I was a contracted physical therapist at a sub-acute rehabilitation facility in Western New York

Accomplishments

- Provided physical therapy services for the Cattaraugus County Nursing Home and Rehabilitation Center in Olean, NY
- Assisted in the development of a new MDS record keeping system
- Worked very closely with the nursing staff, discharge planners, OT's , and speech therapy department to provide quality care to sub-acute and long term care patients

Villanova University
Six Sigma and Lean Six Sigma Certification -December 2005

Internship with Cummins Engine Plant health care services in Jamestown, NY

Regis University
Masters of Business Administration - May 2005

Graduated with High Honors concentrating in health care administration.

Daemen College
Bachelors of Science - May 2000

Graduated with Honors concentrating with a degree in physical therapy; minors in chemistry and biology

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: Littleton Regional Healthcare

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Andrea Berry, DO	Medical Director/Medical Provider	$ 42,000.00	$ 42,000.00
Brittany Pelletier	Office Manager, CRSW, CHW	$ 79,185.00	$ 79,185.00
Debra Towle, LADC	Drug and Alcohol Counselor	$ 86,112.00	$ 86,112.00
Catherine Johnson	Medical Secretary	$ 41,724.00	$ 41,724.00
Janessa White	Case Manager, CRSW, CHW	$ 54,620.00	$ 54,620.00
Scott Pontti	Service Line Director	$ 27,500.00	$ 110,000.00
Oleg Gerasimov	Nurse practitioner , medical provider	$ 68,640.00	$ 68,640.00