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

Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
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February 5, 2025

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** contract with Weeks Medical Center (VC#177171-B001), Lancaster, 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 \$7,263,000, of which \$5,263,000 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, 2026. 85.36% Federal Funds. 14.64% 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 Years 2026 through 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	074-500589	Welfare Assistance	92057070	\$750,000
2026	074-500589	Welfare Assistance	92057070	\$250,000
2026	074-500589	Welfare Assistance	TBD	\$750,000
2027	074-500589	Welfare Assistance	TBD	\$250,000
			<b>Subtotal</b>	<b>\$2,000,000</b>

**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
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Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
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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
2026	074-500589	Welfare Assistance	TBD	\$1,500,000
2027	074-500589	Welfare Assistance	TBD	\$500,000
			<b>Subtotal</b>	<b>\$4,200,000</b>

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
2026	102-500731	Contracts for Prog Svc	92058501	\$488,000
			<b>Subtotal</b>	<b>\$1,063,000</b>
			<b>Total</b>	<b>7,263,000</b>

**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

Her Excellency, Governor Kelly A. Ayotte  
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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 300 individuals will be served annually.

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

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

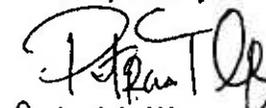
Should the Governor and Council not authorize this request, individuals seeking substance use-related supports and services may experience difficulty navigating the complex treatment and recovery system, may not receive the needed supports and services, and may experience delays in receiving care.

Area served: Statewide

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

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

Respectfully submitted,

  
Lori A. Weaver  
Commissioner

**Subject:** Doorway for Substance Use-Related Supports and Services (SS-2025-DBH-26-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 Weeks Medical Center		1.4 Contractor Address 173 Middle Street, Lancaster, NH, 03584	
1.5 Contractor Phone Number 603-788-4911	1.6 Account Unit and Class TBD	1.7 Completion Date 9/29/26	1.8 Price Limitation \$7,263,000 This amount is inclusive of shared price limitation of \$5,263,000. 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 Signed by: <i>Matthew Streeter</i> Date: 2/11/2025		1.12 Name and Title of Contractor Signatory Matthew Streeter CFO	
1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> 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: <i>Rolyn Guerinio</i> On: 2/12/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Initial MS  
 Contractor Initials  
 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 Initial  
MS  
Date 27/11/2025

**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.

Initial  
MS  
 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.

Contractor Initials Initial  
MS  
Date 2/11/2025

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

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**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

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

**EXHIBIT B**

- 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;

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

**EXHIBIT B**

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- 1.4.2.2. Vital support, services, education, and resources, including opioid overdose reversal medication, to safeguard individuals and strengthen public safety;
- 1.4.2.3. Treatment options, including same day access to medications for substance use disorders;
- 1.4.2.4. Crisis intervention and stabilization counseling services, provided by a licensed clinician, for any individual experiencing a substance use-related behavioral health crisis who requires immediate, non-emergency intervention. The Contractor must ensure crisis intervention and stabilization services include:
  - 1.4.2.4.1. Assessment and history of the crisis state;
  - 1.4.2.4.2. Mental health status exam and disposition; and
  - 1.4.2.4.3. Development of plans for safety;
- 1.4.2.5. Same day, trauma-informed, clinical evaluations. The Contractor must ensure clinical evaluations:
  - 1.4.2.5.1. Address all ASAM criteria dimensions;
  - 1.4.2.5.2. Include a level of care recommendation based on ASAM criteria;
  - 1.4.2.5.3. Include identification of the individual's strengths;
  - 1.4.2.5.4. Include resources that can be used to support treatment and recovery; and
  - 1.4.2.5.5. Result in the development of an individualized clinical service plan as outlined in Section 1.4.3;
- 1.4.2.6. Access to community-based crisis services, as appropriate, through:
  - 1.4.2.6.1. NH Rapid Response Access Point and Mobile Teams (Rapid Response) 833-710-6477;
  - 1.4.2.6.2. Suicide Prevention and Crisis Lifeline, 988; or
  - 1.4.2.6.3. If the individual is in imminent danger or there is an emergency, the Contractor must direct callers to dial 911, or call 911 on the caller's behalf, if necessary;
- 1.4.2.7. Facilitated access, referral, and linkage to care, as appropriate and as identified through the clinical service plan, described in Section 1.4.3, including:

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- 1.4.2.7.1. Resources for prevention and awareness;
- 1.4.2.7.2. Treatment options not available through the Doorway, including outpatient and residential levels of care;
- 1.4.2.7.3. Peer recovery support services;
- 1.4.2.7.4. Physical and mental health supports and services; and
- 1.4.2.7.5. Social supports that promote and sustain wellness;
- 1.4.2.8. Assistance obtaining identified services, including contacting the service provider agency on behalf of the individual, identifying sources of financial assistance, and connection with appropriate financial agencies, as appropriate;
- 1.4.2.9. Assistance enrolling in public or private insurance programs at the time of intake for individuals who are unable to secure financial resources. Insurance programs include NH Medicaid, Medicare, Health Market Connect, and applicable waiver programs;
- 1.4.2.10. Support to meet admission, entrance, intake and/or financial assistance requirements, as appropriate;
- 1.4.2.11. Continuous care coordination which includes:
  - 1.4.2.11.1. Continuous reassessment and revision of the clinical evaluation, identified above, to ensure the appropriate levels of care and supports are provided;
  - 1.4.2.11.2. Collaboration with the individual's external service provider(s) to continually reassess and address needs and mitigate barriers to the individual entering and/or maintaining treatment and recovery;
  - 1.4.2.11.3. Supporting the individual with meeting the admission, entrance, and intake requirements of the provider agency; and
  - 1.4.2.11.4. Ongoing follow-up and support of individuals engaged in services, in collaboration or consultation with the individual's external service provider(s), until a discharge GPRA interview, detailed in Section 1.24 is completed;

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- 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.

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- 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

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- 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

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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;

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- 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

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

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

1.21. Medications for Opioid Use Disorder (MOUD) Services

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

1.21.1.1. Include:

1.21.1.1.1. Same-day assessment for MOUD service needs;

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

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

1.21.1.1.4. Withdrawal management, as appropriate;

1.21.1.1.5. Maintenance pharmacotherapy initiation, as appropriate;

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

1.21.1.1.7. Stabilization services;

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

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

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

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

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- 1.21.3. The Contractor must ensure service provision focuses on equitable care to eliminate any disparities in access to or retention in treatment.
- 1.21.4. The Contractor must ensure personnel provided for MOUD services, during regular hours of operation, includes, at a minimum:
  - 1.21.4.1. One (1) Director;
  - 1.21.4.2. One (1) Medical provider;
  - 1.21.4.3. One (1) Nurse;
  - 1.21.4.4. One (1) Clinician; and
  - 1.21.4.5. One (1) Administrative Assistant.
- 1.21.5. The Contractor must provide a compassionate, person-centered and trauma-informed approach to care including, but not limited to:
  - 1.21.5.1. Engagement in clinical decision making with the individual receiving care.
  - 1.21.5.2. Recognizing subjective health needs of the individual receiving care.
  - 1.21.5.3. Understanding of the individual's past experiences and preferences.
  - 1.21.5.4. Willingness and ability to engage with individuals in all stages of readiness.
- 1.21.6. The Contractor must provide electronic consultations to primary care providers and other entities within the hospital system for individuals with OUD, as needed. Consultations may include, but are not limited to:
  - 1.21.6.1. Diagnostic clarification;
  - 1.21.6.2. Initiation of pharmacotherapy; and
  - 1.21.6.3. General treatment recommendations.

**1.22. Data Collection and Reporting**

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

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

- 1.22.2. The Contractor must ensure compliance with 42 CFR Part 2 and HIPAA 45 CFR 160, 162, and 164 and confidentiality consent, notices, and requirements, as applicable to any data collected or reported.
- 1.22.3. The Contractor must collect data on services provided through the resulting Agreement to ensure progress towards program goals and deliverables. The Contractor must ensure data includes:
  - 1.22.3.1. Doorway Services:
    - 1.22.3.1.1. Call counts;
    - 1.22.3.1.2. Counts of individuals seen, separately identifying individuals new to the Doorway and individuals who revisit the Doorway after being discharged;
    - 1.22.3.1.3. Reason for visit types;
    - 1.22.3.1.4. Count of clinical evaluations;
    - 1.22.3.1.5. Count of referrals made and type;
    - 1.22.3.1.6. Naloxone distribution;
    - 1.22.3.1.7. Referral statuses;
    - 1.22.3.1.8. Recovery monitoring contacts;
    - 1.22.3.1.9. Service wait times;
    - 1.22.3.1.10. Flexible Needs Funds (FNF) utilization;
    - 1.22.3.1.11. Respite shelter utilization; and
    - 1.22.3.1.12. Non-identifiable demographic data of individuals receiving services.
  - 1.22.3.2. MOUD Services:
    - 1.22.3.2.1. Number of Doorway clients receiving MOUD;
    - 1.22.3.2.2. Number and type of MOUD services provided;
    - 1.22.3.2.3. Demographic information for individuals receiving MOUD; and

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- 1.22.3.2.4. Number and type of support services and referrals provided in accordance with Subsection 1.21.1.1.8.
- 1.22.4. The Contractor must submit monthly reports to the Department, on the third business day of the following month, in a format and via a secure method approved by the Department, inclusive of the NH Care Connections Network, detailed in Section 1.12 and 1.13, as applicable. The Contractor must ensure reports include:
- 1.22.4.1. Client-level, de-identified data detailed above;
  - 1.22.4.2. Required data points specific to the SOR grant, as identified by SAMHSA and requested by the Department over the grant period; and
  - 1.22.4.3. Naloxone distribution.
- 1.22.5. The Contractor may be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA including PII.
- 1.22.6. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.23. Contract Management
- 1.23.1. The Contractor must meet with the Department within 60 business days of the contract effective date to review contract deliverables, grant guidelines, and implementation.
  - 1.23.2. The Contractor must develop a Work Plan, utilizing a Department-approved format, that details Doorway operations and services. The Contractor must submit the Work Plan to the Department within 90 business days of the contract effective date, and annually thereafter.
  - 1.23.3. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results, assess sustainability and ongoing access to vulnerable populations, and adjust program delivery and policy based on successful outcomes.
  - 1.23.4. The Contractor must participate in meetings with the Department, quarterly, or as otherwise requested by the Department, to review contract performance and ensure compliance with all requirements of this Agreement, including the General Provisions, Form P-37, and any resulting Corrective Action Plan.
  - 1.23.5. The Contractor must participate in technical assistance, guidance, and oversight activities for continued development and enhancement of Doorway services, as directed by the Department.

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- 1.23.6. The Contractor must participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 1.23.7. The Contractor must maintain an up-to-date information sheet, in a Department-approved format, that lists and describes available Doorway services. The Contractor must submit the information sheet to the Department within 60 business days of the contract effective date, and annually thereafter.
- 1.23.8. The Contractor must collaborate with the Department to develop a feasibility and sustainability plan to assess capacity and resource needs for all services detailed in this Agreement. The Contractor must review the plan, in collaboration with the Department, annually, or as otherwise directed by the Department.
- 1.23.9. The Contractor must monitor and manage its capacity to provide the entire Scope of Work detailed in this Agreement to ensure services are delivered consistently and evenly throughout the term of this Agreement, including, but not limited to staffing, resources, and financial capacity. The Contractor must notify the Department, in writing, of any gaps in capacity within 10 business days of gap identification. Notwithstanding Paragraph 8, Event of Default, and Paragraph 9, Termination, of the General Provision of this Agreement, Form P-37, the Contractor may be required to submit a Corrective Action Plan to the Department.
- 1.23.10. The Contractor must participate in operational site reviews on a schedule provided by the Department. All contract services, programs, and activities shall be subject to review during this time. The Contractor must ensure the Department has access sufficient for monitoring contract compliance requirements, including:
  - 1.23.10.1. Unannounced non-identifiable client-level data and/or financial records;
  - 1.23.10.2. Scheduled and unannounced access to Contractor work sites, locations, workspaces and associated facilities; and
  - 1.23.10.3. Scheduled access to Contractor principals and staff.
- 1.24. Government Performance and Results Act (GPRA)
  - 1.24.1. The Contractor must administer or coordinate the administration of GPRA initial interviews and associated follow-ups at six (6) months and discharge for all individuals receiving program services.
  - 1.24.2. The Contractor must provide individuals served with clear guidance about the uses and disclosures of the information provided to complete the GPRA, and the use and disclosure of the Part 2 information or other

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

- 1.24.3. The Contractor must provide or coordinate ongoing follow-up and support for individuals engaged in services until a discharge GPRA interview is completed. The Contractor must ensure:
  - 1.24.3.1. Staff confirms a confidential means of communicating with each individual engaged in services to provide or coordinate ongoing follow up and support;
  - 1.24.3.2. Contact with each individual is attempted during a time when the individual would normally be available. Contact must be made in person, by telephone, or by an alternative method approved by the Department, according to the following guidelines:
    - 1.24.3.2.1. If the first contact attempt is not successful, a second contact attempt must be made no sooner than two (2) business days and no later than three (3) business days after the first attempt; and
    - 1.24.3.2.2. If the second contact attempt is not successful, a third contact attempt must be made no sooner than two (2) business days and no later than three (3) business days after the second attempt;
  - 1.24.3.3. Each successful contact must include, but not be limited to:
    - 1.24.3.3.1. Inquiring on the status of each individual's recovery and experience with their external service provider.
    - 1.24.3.3.2. Identifying needs.
    - 1.24.3.3.3. Assisting the individual with addressing identified needs.
    - 1.24.3.3.4. Providing early intervention to individuals who have resumed use;
  - 1.24.3.4. When the follow-up identified above results in a determination that the individual is at risk of self-harm, the Contractor must proceed in alignment with their crisis response policy and procedure; and
  - 1.24.3.5. All efforts of contact are clearly documented in the individual's electronic health record, or in a format approved <sup>initial</sup> 

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

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

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

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

1.24.4.3. Upon discharge from the initially referred service.

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

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

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

1.24.5.3. Upon discharge from the initially referred service.

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

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

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

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

**1.25. State Opioid Response (SOR) Grant Standards**

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

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

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

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

- 1.25.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and
- 1.25.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.
- 1.25.2. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
- 1.25.3. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:
  - 1.25.3.1. Treatment in this context includes the treatment of OUD/StimUD;
  - 1.25.3.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders; and
  - 1.25.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 1.25.4. The Contractor must utilize SOR funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.
  - 1.25.4.1. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:
    - 1.25.4.1.1. Internal policies for the distribution of test strips;
    - 1.25.4.1.2. Distribution methods and frequency; and
    - 1.25.4.1.3. Other key data as requested by the Department.
- 1.25.5. The Contractor must provide services to eligible individuals who:
  - 1.25.5.1. Receive medication for OUD (MOUD) services from other providers, including the individual's primary care provider;

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- 1.25.5.2. Have co-occurring substance use and mental health disorders; or
- 1.25.5.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.25.6. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 1.25.7. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 1.25.8. The Contractor must collaborate with the Department and other SOR funded vendors, as requested and directed by the Department, to improve GPRA data collection.
- 1.25.9. The Contractor must comply with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 1.26. Staffing
  - 1.26.1. The Contractor must notify the Department, in writing, of changes in key personnel within five (5) business days of when this change has/will occur.
  - 1.26.2. The Contractor must notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than 30 calendar days.
  - 1.26.3. The Contractor may provide alternative staffing, either temporary or long-term, as needed to ensure sufficient staffing levels. Requests for alternative staffing must be submitted to the Department for review and approval 30 calendar days before implementation.
  - 1.26.4. The Contractor must ensure the personnel provided, during regular hours of operation, includes, at a minimum:
    - 1.26.4.1. One (1) clinician to provide clinical evaluations for ASAM level of care placement, in-person and with the ability to provide evaluations via telehealth;
    - 1.26.4.2. One (1) Certified Recovery Support Worker (CRSW) with the ability to fulfill recovery support and care coordination functions; and
    - 1.26.4.3. One (1) staff person, who may be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding the individuals outlined in Section 1.3.

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- 1.26.5. The Contractor must ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 1.26.6. The Contractor must ensure licensed supervisors supervise no more than eight (8) unlicensed staff unless the Department has approved an alternative supervision plan.
- 1.26.7. The Contractor must ensure peer clinical supervision is provided for all clinicians including weekly discussion of cases with suggestions for resources or alternative approaches and group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 1.26.8. The Contractor must ensure staff meet all training requirements for the provision of services provided in line with industry standards, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
  - 1.26.8.1. For all clinical staff:
    - 1.26.8.1.1. Suicide prevention and early warning signs, within 90 business days of hire.
    - 1.26.8.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor, within 90 business days of hire.
    - 1.26.8.1.3. The standards of practice and ethical conduct, with particular emphasis given to the staff member's role and appropriate responsibilities, professional boundaries, and power dynamics.
    - 1.26.8.1.4. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within 12 months of hire.
    - 1.26.8.1.5. Ethics, within 12 months of hire.
    - 1.26.8.1.6. Annual continuous education regarding substance use.
  - 1.26.8.2. For recovery support staff and other non-clinical staff working directly with individuals receiving services through this Agreement:
    - 1.26.8.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, within 90 business days of hire.

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- 1.26.8.2.2. The standards of practice and ethical conduct, with particular emphasis given to the staff member's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws, within 90 business days of hire.
- 1.26.8.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, within 90 business days of hire.
- 1.26.8.2.4. Ethics, within 12 months of hire.
- 1.26.8.2.5. Annual continuous education regarding substance use.
- 1.26.8.3. Student Interns:
  - 1.26.8.3.1. Ethics, within six (6) months of beginning their internship.
  - 1.26.8.3.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, within six (6) months of beginning their internship.
- 1.26.9. The Contractor must provide in-service training to all staff working directly with individuals who receive services through this Agreement, within 15 business days of the contract effective date, or the staff person's start date, as applicable. In-service training must be documented in the staff person's file and must include the following topics:
  - 1.26.9.1. Contract requirements and associated policies; and
  - 1.26.9.2. All other relevant policies and procedures in accordance with state administrative rules and State and federal laws.
- 1.26.10. The Contractor must provide staff, subcontractors, or end users as defined in Exhibit E, DHHS Information Security Requirements, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
- 1.27. Background Checks
  - 1.27.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

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- 1.27.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
- 1.27.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
- 1.27.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

**1.28. Confidential Data**

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

**1.29. Privacy Impact Assessment**

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

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- 1.29.1.4. How individual consent will be achieved and revoked; and
- 1.29.1.5. Privacy practices.
- 1.29.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.30. Department Owned Devices, Systems and Network Usage
  - 1.30.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet; mobile telephone) or access the Department network in the fulfillment of this Agreement, must:
    - 1.30.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
    - 1.30.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
    - 1.30.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
    - 1.30.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
    - 1.30.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
    - 1.30.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

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- 1.30.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.30.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.30.1.9. Agree when utilizing the Department's email system:
  - 1.30.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
  - 1.30.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
  - 1.30.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.30.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
  - 1.30.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
  - 1.30.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

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- 1.30.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
  - 1.30.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
  - 1.30.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.
- 1.31. Contract End-of-Life Transition Services
- 1.31.1. General Requirements
    - 1.31.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
    - 1.31.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure

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

- 1.31.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.
- 1.31.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.31.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.31.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.31.2. Completion of Transition Services

- 1.31.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 1.31.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the

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

**1.31.3. Disagreement over Transition Services Results**

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

**2. Exhibits Incorporated**

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, the Department's Business Associate Agreement, which has been executed by the parties.

**3. Additional Terms**

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

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

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

3.2.1. The Contractor must submit:

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

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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,

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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

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recover such sums from the Contractor.

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 85.36% 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. 14.64% Other funds (Governor's Commission).
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Doorway Services Budget through Exhibit C-2, MOUD Services Budget.
4. The Contractor must seek payment for services in the following order
  - 4.1. First, if applicable, the Contractor shall charge the client's private insurance.
  - 4.2. Second, if applicable, the Contractor shall charge Medicare.
  - 4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 4.4. Fourth, the Contractor shall charge the client in accordance with the Contractor's Sliding Fee Scale Program.
  - 4.5. Lastly, if any portion of the amount specified in the Contractor's Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor may be eligible to receive reimbursement 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

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shared price limitation that shall not exceed \$5,263,000. 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. \$4,200,000 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. \$1,063,000 Unmet Needs Funds (UNF), as funded by the Governor's Commission on Alcohol and Other Drugs, are available only for individuals with a history, current diagnosis, or who are at risk of developing substance use disorders (SUDs), including alcohol use disorder, and excluding O/StimUD and is not available for services otherwise covered through SOR federal grant funding administered through SAMHSA.

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

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

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

5.2.3. Directly allocable to services provided under this Agreement;

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

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

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

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

6.2. Backup documentation includes:

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

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

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- 6.2.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed; and
  - 6.2.2.2. Attestation and time tracking templates, which are available to the Department upon request;
  - 6.2.3. Invoices supporting expenses reported and do not include unallowable expenses, per federal grant guidelines, including:
    - 6.2.3.1. SOR 4 Notice of Funding Opportunity, page 31: <https://www.samhsa.gov/sites/default/files/grants/pdf/fy-2024-sor-nofo.pdf>; and
    - 6.2.3.2. SAMHSA's Standards for Financial Management and Standard Funding Restrictions, page 36: FY 2024 Substance Abuse and Mental Health Services Administration (SAMHSA) Notice of Funding Opportunity (NOFO) Application Guide.
  - 6.2.4. Receipts for expenses within the applicable state fiscal year;
  - 6.2.5. Cost center reports;
  - 6.2.6. Profit and loss report;
  - 6.2.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request;
  - 6.2.8. Information requested by the Department verifying allocation or offset based on third party revenue received; and
  - 6.2.9. Summaries of client services revenue and operating revenue and other financial information as requested by the Department.
- 6.3. Is assigned an electronic signature and is emailed to [invoicesforcontracts@dhhs.nh.gov](mailto: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.

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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](mailto: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](mailto: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.

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

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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: Weeks Medical Center												
Budget Request for: DOORWAY SERVICES: September 20, 2024 through September 29, 2026												
Indirect Cost Rate (if applicable): 7.86%												
Line Item	9/30/24-6/30/25			7/1/25-9/29/25			9/30/25-6/30/26			7/1/26-9/29/26		
	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	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	\$339,856	\$168,750	\$171,106	\$113,285	\$75,000	\$38,285	\$350,051	\$168,750	\$181,301	\$116,684	\$75,000	\$41,684
2. Fringe Benefits	\$101,957	\$0	\$101,957	\$33,986	\$0	\$33,986	\$105,015	\$0	\$105,015	\$35,005	\$0	\$35,005
3. Consultants	\$1	\$0	\$1	\$1	\$0	\$1	\$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.	\$52,500	\$0	\$52,500	\$17,500	\$0	\$17,500	\$52,500	\$0	\$52,500	\$17,000	\$0	\$17,000
5.(a) Supplies - Educational	\$12,000	\$0	\$12,000	\$4,000	\$0	\$4,000	\$12,000	\$0	\$12,000	\$4,000	\$0	\$4,000
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$1	\$0	\$1	\$1	\$0	\$1	\$1	\$0	\$1	\$1	\$0	\$1
5.(d) Supplies - Medical	\$1	\$0	\$1	\$1	\$0	\$1	\$1	\$0	\$1	\$1	\$0	\$1
5.(e) Supplies - Office	\$38,658	\$0	\$38,658	\$10,882	\$0	\$10,882	\$28,407	\$0	\$28,407	\$7,921	\$0	\$7,921
6. Travel	\$10,000	\$0	\$10,000	\$5,750	\$0	\$5,750	\$10,000	\$0	\$10,000	\$5,750	\$0	\$5,750
7. Software	\$1	\$0	\$1	\$1	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0
8.(a) Other - Marketing/Communications	\$15,000	\$0	\$15,000	\$5,000	\$0	\$5,000	\$12,000	\$0	\$12,000	\$4,000	\$0	\$4,000
8.(b) Other - Education and Training	\$20,000	\$0	\$20,000	\$17,000	\$0	\$17,000	\$20,000	\$0	\$20,000	\$17,000	\$0	\$17,000
8.(c) Other - Other (specify below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Occupancy	\$129,000	\$0	\$129,000	\$51,000	\$0	\$51,000	\$129,000	\$0	\$129,000	\$51,000	\$0	\$51,000
Other (please specify)	\$1	\$0	\$1	\$1	\$0	\$1	\$1	\$0	\$1	\$1	\$0	\$1
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$1	\$0	\$1	\$1	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	<b>\$718,977</b>	<b>\$168,750</b>	<b>\$550,227</b>	<b>\$258,409</b>	<b>\$75,000</b>	<b>\$183,409</b>	<b>\$718,977</b>	<b>\$168,750</b>	<b>\$550,227</b>	<b>\$258,364</b>	<b>\$75,000</b>	<b>\$183,364</b>
<b>Total Indirect Costs</b>	<b>\$49,773</b>	<b>\$0</b>	<b>\$49,773</b>	<b>\$16,591</b>	<b>\$0</b>	<b>\$16,591</b>	<b>\$49,773</b>	<b>\$0</b>	<b>\$49,773</b>	<b>\$16,636</b>	<b>\$0</b>	<b>\$16,636</b>
<b>Subtotals</b>	<b>\$768,750</b>	<b>\$168,750</b>	<b>\$600,000</b>	<b>\$275,000</b>	<b>\$75,000</b>	<b>\$200,000</b>	<b>\$768,750</b>	<b>\$168,750</b>	<b>\$600,000</b>	<b>\$275,000</b>	<b>\$75,000</b>	<b>\$200,000</b>
										<b>TOTAL</b>		<b>\$1,600,000</b>

Exhibit C-2, MOUD Services Budget

New Hampshire Department of Health and Human Services												
Contractor Name: <i>Weeks Medical Center</i>												
Budget Request for: <i>MOUD SERVICES: September 20, 2024 through September 29, 2026</i>												
Indirect Cost Rate (if applicable) 10.00%												
Line Item	9/30/24-6/30/25			7/1/25-9/29/25			9/30/25-6/30/26			7/1/26-9/29/26		
	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	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	\$235,340	\$0	\$235,340	\$78,477	\$0	\$78,477	\$242,400	\$0	\$242,400	\$80,700	\$0	\$80,700
2. Fringe Benefits	\$70,602	\$0	\$70,602	\$23,534	\$0	\$23,534	\$72,720	\$0	\$72,720	\$24,240	\$0	\$24,240
3. Consultants	\$7,500	\$0	\$7,500	\$2,500	\$0	\$2,500	\$7,500	\$0	\$7,500	\$2,500	\$0	\$2,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$26,250	\$0	\$26,250	\$8,750	\$0	\$8,750	\$16,000	\$0	\$16,000	\$5,000	\$0	\$5,000
5.(a) Supplies - Educational	\$7,500	\$0	\$7,500	\$2,500	\$0	\$2,500	\$7,500	\$0	\$7,500	\$2,500	\$0	\$2,500
5.(b) Supplies - Lab	\$27,000	\$0	\$27,000	\$9,000	\$0	\$9,000	\$27,000	\$0	\$27,000	\$9,000	\$0	\$9,000
5.(c) Supplies - Pharmacy	\$1	\$0	\$1	\$1	\$0	\$1	\$1	\$0	\$1	\$1	\$0	\$1
5.(d) Supplies - Medical	\$5,216	\$0	\$5,216	\$1,738	\$0	\$1,738	\$5,216	\$0	\$5,216	\$1,738	\$0	\$1,738
5.(e) Supplies - Office	\$15,000	\$0	\$15,000	\$5,000	\$0	\$5,000	\$15,000	\$0	\$15,000	\$5,000	\$0	\$5,000
6. Travel	\$9,000	\$0	\$9,000	\$3,000	\$0	\$3,000	\$9,000	\$0	\$9,000	\$3,000	\$0	\$3,000
7. Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$10,000	\$0	\$10,000	\$3,300	\$0	\$3,300	\$10,154	\$0	\$10,154	\$3,828	\$0	\$3,828
8. (b) Other - Education and Training	\$26,250	\$0	\$26,250	\$8,750	\$0	\$8,750	\$26,250	\$0	\$26,250	\$8,750	\$0	\$8,750
8. (c) Other : Other (specify below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	<b>\$439,659</b>	<b>-\$300,000</b>	<b>\$139,659</b>	<b>\$148,550</b>	<b>\$0</b>	<b>\$46,550</b>	<b>\$438,741</b>	<b>-\$300,000</b>	<b>\$138,741</b>	<b>\$146,257</b>	<b>\$0</b>	<b>\$46,257</b>
<b>Total Indirect Costs</b>	<b>\$10,341</b>	<b>\$0</b>	<b>\$10,341</b>	<b>\$3,450</b>	<b>\$0</b>	<b>\$3,450</b>	<b>\$11,259</b>	<b>\$0</b>	<b>\$11,259</b>	<b>\$3,743</b>	<b>\$0</b>	<b>\$3,743</b>
<b>Subtotals</b>	<b>\$450,000</b>	<b>-\$300,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$450,000</b>	<b>-\$300,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$50,000</b>
										<b>TOTAL</b>		<b>\$400,000</b>

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Contractor Initials:

Date: 2/11/2025

Date:

# 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;

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Exhibit D  
Federal Requirements

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Date 2/11/2025

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

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- 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.

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Exhibit D  
Federal Requirements

Contractor's Initials

Date 27/11/2025

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## 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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Federal Requirements

Contractor's Initials

Date 2/11/2025

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

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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 (11)(b) of this certification; and
  - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

### LOWER TIER COVERED TRANSACTIONS

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

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

### SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

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

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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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.

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

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

## FORM A

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

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

NO  YES

If the answer to #2 above is NO, stop here  
If the answer to #2 above is YES, please answer the following:

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

NO  YES

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

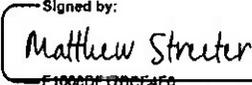
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

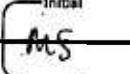
Name: _____	Amount: _____

Contractor Name: WEEKS MEDICAL CENTER

2/11/2025

Date: \_\_\_\_\_

Signed by:  
  
 Name: Matthew Streeter  
 Title: CFO

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## New Hampshire Department of Health and Human Services

### Exhibit E

## DHHS Information Security Requirements

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

### Exhibit E

### DHHS Information Security Requirements

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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.

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## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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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.

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### DHHS Information Security Requirements

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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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### Exhibit E

### DHHS Information Security Requirements

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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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## New Hampshire Department of Health and Human Services

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### DHHS Information Security Requirements

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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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### Exhibit E

### DHHS Information Security Requirements

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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/doi/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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#### DHHS Information Security Requirements

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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;

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### DHHS Information Security Requirements

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



New Hampshire Department of Health and Human

Exhibit F

**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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Exhibit F

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA 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

Exhibit F

Contractor Initials

MS

Date 2/11/2025



**New Hampshire Department of Health and Human**

**Exhibit F**

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

Exhibit F

Contractor Initials

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## New Hampshire Department of Health and Human

### Exhibit F

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

Exhibit F

Business Associate Agreement  
Page 4 of 5

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Contractor Initials

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Date 2/11/2025



New Hampshire Department of Health and Human

Exhibit F

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

WEEKS MEDICAL CENTER

The State

Name of the Contractor

DocuSigned by:

Katja S. Fox

508D05904C82443

Signed by:

Matthew Streeter

F10080E179CE450

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Matthew Streeter

Name of Authorized Representative

Name of Authorized Representative

Director

CFO

Title of Authorized Representative

Title of Authorized Representative

2/11/2025

2/11/2025

Date

Date

Exhibit F

Initial MS

# 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 WEEKS MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 22, 1919. 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: 63681

Certificate Number: 0007031263



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of January A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed area.

David M. Scanlan  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Ruby Berryman, Interim Chair of Weeks Medical Center Board of Directors, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of the Weeks Medical Center Board of Directors.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/Shareholders, duly called and held on January 28, 2025, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Matthew Streeter (may list more than one person) is duly authorized on behalf of the Weeks Medical Center Board of Director to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 1/29/2025



Signature of Elected Officer

Name: Ruby Berryman

Title: Chair, Board of Trustees



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Weeks Medical Center 173 Middle Street Lancaster, NH 03584	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

contract.

## WMC Mission Statements

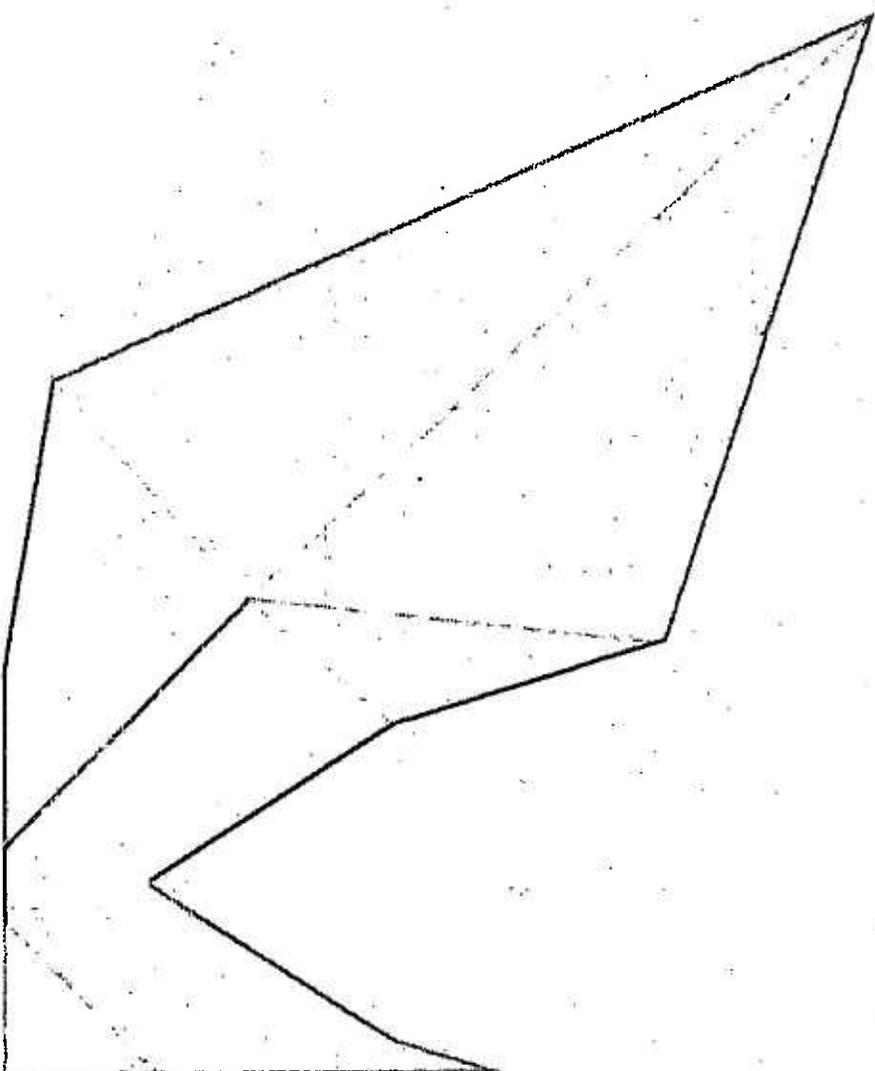
Weeks Medical Center's compassionate staff is committed to providing high quality and efficient healthcare services to ensure the well-being of our patients, families and communities.



# Weeks Medical Center and Subsidiary

Financial Statements

Years Ended September 30, 2023 and 2022



# Weeks Medical Center and Subsidiary

Years Ended September 30, 2023 and 2022

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## **Independent Auditor's Report**

Board of Directors  
Weeks Medical Center and Subsidiary  
Berlin, New Hampshire

### ***Report on the Audit of the Consolidated Financial Statements***

#### ***Opinion***

We have audited the accompanying consolidated financial statements of Weeks Medical Center and Subsidiary (the "Hospital"), which comprise the consolidated balance sheet as of September 30, 2023, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Hospital as of September 30, 2023, and the results of its operations, changes in its net assets, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America ("GAAP").

#### ***Basis for Opinion***

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

#### ***Responsibilities of Management for the Consolidated Financial Statements***

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

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

***Auditor's Responsibilities for the Audit of the Consolidated Financial Statements***

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the 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 audit.

***Other Matter***

The financial statements of the Hospital for the year ended September 30, 2022, were audited by another auditor, whose report dated March 9, 2023, expressed an unmodified opinion on those financial statements.

*Wipfli LLP*

Wipfli LLP  
Eau Claire, Wisconsin  
February 19, 2024

## Weeks Medical Center and Affiliate

### Consolidated Balance Sheets

<i>September 30,</i>	<b>2023</b>	<b>2022</b>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 3,795,280	\$ 4,990,716
Assets limited as to use	256,236	256,236
Patient accounts receivable - Net	8,735,189	8,092,506
Other accounts receivable	946,771	482,541
Inventories	1,759,746	1,407,868
Prepaid expenses	1,145,301	1,480,157
Due from related parties - Net	11,289	
Total current assets	16,649,812	16,710,024
Assets limited as to use:		
Board designated for capital expenditures	20,201,440	25,154,117
Amounts restricted by donors	1,578,710	1,474,586
Total assets limited as to use	21,780,150	26,628,703
Less - Assets required for current liabilities	256,236	256,236
Total assets limited as to use	21,523,914	26,372,467
Property and equipment – Net	35,085,267	35,721,839
Other assets - Note receivable	9,534,913	9,534,913
Total Assets	\$ 82,793,906	\$ 88,339,243

## Weeks Medical Center and Affiliate

### Consolidated Balance Sheets (Continued)

<i>September 30,</i>	<b>2023</b>	<b>2022</b>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities:		
Current portion of long-term debt	\$ 741,050	\$ 707,309
Accounts payable and accrued expenses	6,253,955	1,649,726
Accrued payroll and payroll taxes	1,487,373	1,047,854
Accrued vacation payable	991,273	1,220,033
Deferred revenue	32,561	257,230
Amounts payable to third-party reimbursement programs	4,599,836	11,662,534
Due to related parties - Net	-	817,585
<b>Total current liabilities</b>	<b>14,106,048</b>	<b>17,362,271</b>
Long-term debt - Less current portion	20,754,767	21,281,537
<b>Total liabilities</b>	<b>34,860,815</b>	<b>38,643,808</b>
Net assets:		
Without donor restrictions	46,518,437	48,477,126
With donor restrictions	1,414,654	1,218,309
<b>Total net assets</b>	<b>47,933,091</b>	<b>49,695,435</b>
<b>Total liabilities and net assets</b>	<b>\$ 82,793,906</b>	<b>\$ 88,339,243</b>

See accompanying notes to consolidated financial statements.

## Weeks Medical Center and Affiliate

### Consolidated Statements of Operations

<i>Years Ended September 30,</i>	<b>2023</b>	<b>2022</b>
<b>Net assets without donor restrictions:</b>		
Net patient service revenue	\$ 77,118,350	\$ 67,384,290
Other revenue	5,971,170	8,176,413
<b>Total revenue</b>	<b>83,089,520</b>	<b>75,560,703</b>
<b>Expenses:</b>		
Salaries and wages	25,893,459	27,235,382
Employee benefits	8,281,556	7,320,642
Supplies and other	45,820,215	34,528,137
Interest	639,340	526,982
Depreciation	4,296,405	4,001,714
<b>Total expenses</b>	<b>84,930,975</b>	<b>73,612,857</b>
<b>Income (loss) from operations</b>	<b>(1,841,455)</b>	<b>1,947,846</b>
<b>Other income (expense):</b>		
Investment income (loss)	2,015,406	(2,792,638)
Contributions and donations - Net	(103,546)	129,511
Gain on disposal of property and equipment	1,000	-
<b>Total other income (expense) - Net</b>	<b>1,912,860</b>	<b>(2,663,127)</b>
<b>Revenue in excess (deficiency) of expenses</b>	<b>71,405</b>	<b>(715,281)</b>
<b>Other changes in net assets without donor restrictions:</b>		
Transfer of equity to North Country Healthcare, inc.	(2,030,094)	(2,037,482)
Net assets released from restrictions for property and equipment acquisitions		
<b>Decrease in net assets without donor restrictions</b>	<b>\$ (1,958,689)</b>	<b>\$ (2,752,763)</b>

See accompanying notes to consolidated financial statements.

## Weeks Medical Center and Affiliate

### Consolidated Statements of Changes in Net Assets

Years Ended September 30,	2023	2022
<b>Net assets without donor restrictions:</b>		
Revenue in excess (deficiency) of expenses	\$ 71,405	\$ (715,281)
<b>Other changes in unrestricted net assets:</b>		
Transfer of equity to North Country Healthcare, Inc.	(2,030,094)	(2,037,482)
<b>Net assets released from restrictions for property and equipment acquisitions</b>		
<hr/>		
Decrease in net assets without donor restrictions	(1,958,689)	(2,752,763)
<hr/>		
<b>Net assets with donor restrictions:</b>		
Investment income (loss)	100,161	(87,938)
Restricted contributions	104,037	192,302
Net assets released from restrictions	(7,853)	(324,761)
<hr/>		
Increase (decrease) in net assets with donor restrictions	196,345	(220,397)
<hr/>		
Change in net assets	(1,762,344)	(2,973,160)
Net assets at beginning	49,695,435	52,668,595
<hr/>		
Net assets at end	\$ 47,933,091	\$ 49,695,435

See accompanying notes to consolidated financial statements.

## Weeks Medical Center and Affiliate

### Consolidated Statements of Cash Flows

Years Ended September 30,	2023	2022
Increase (decrease) in cash and cash equivalents:		
Cash flows from operating activities:		
Change in net assets	\$ (1,762,344)	\$ (2,973,160)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	4,296,405	4,092,650
Amortization	90,936	90,936
Net realized and unrealized losses (gains) on investments, including assets limited as to use	(1,826,289)	3,627,320
Gain on disposal of property and equipment	(1,000)	-
Transfer of equity to North Country Healthcare, Inc.	2,030,094	2,037,482
Restricted contributions	(104,037)	(192,302)
Changes in operating assets and liabilities:		
Patient and other receivables - Net	(1,106,913)	(1,334,725)
Inventories	(351,878)	(234,899)
Prepaid expenses	334,856	(185,035)
Due from/to related parties - Net	(828,874)	(1,105,465)
Accounts payable	4,604,229	(191,001)
Accrued compensation and other	210,759	(548,231)
Deferred revenue	(224,669)	(296,651)
Amounts payable to third-party reimbursement programs	(7,062,698)	(10,939,463)
<b>Total adjustments</b>	<b>60,921</b>	<b>(5,179,384)</b>
<b>Net cash used in operating activities</b>	<b>(1,701,423)</b>	<b>(8,152,544)</b>
Cash flows from investing activities:		
Decrease in assets limited as to use	6,674,842	3,060,034
Purchases of property and equipment	(3,659,833)	(6,712,426)
Proceeds from sale of property and equipment	1,000	-
<b>Net cash provided by (used in) investing activities</b>	<b>3,016,009</b>	<b>(3,652,392)</b>
Cash flows from financing activities:		
Principal payments on long-term debt	(583,965)	(754,868)
Transfer of equity to North Country Healthcare, Inc.	(2,030,094)	(2,037,482)
Restricted contributions	104,037	192,302
<b>Net cash used in financing activities</b>	<b>(2,510,022)</b>	<b>(2,600,048)</b>
<b>Net decrease in cash and cash equivalents</b>	<b>(1,195,436)</b>	<b>(14,404,984)</b>
Cash and cash equivalents - Beginning of year	4,990,716	19,395,700
<b>Cash and cash equivalents - End of year</b>	<b>\$ 3,795,280</b>	<b>\$ 4,990,716</b>
<b>Supplemental cash flow information:</b>		
Cash paid for interest	\$ 548,404	\$ 436,046

See accompanying notes to consolidated financial statements.

# **Weeks Medical Center and Subsidiary**

## **Notes to Consolidated Financial Statements**

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### **Note 1: Summary of Significant Accounting Policies**

#### **The Entities**

Weeks Medical Center ("WMC") is a not-for-profit corporation which operates a 22-bed Critical Access Hospital ("CAH") providing inpatient and outpatient health care services, as well as emergency and specialty care through specialty physician/provider clinics, to patients in Lancaster, New Hampshire and the surrounding communities. WMC also operates four rural health clinics located throughout Northern New Hampshire.

Lancaster Patient Care Center ("LPCC") is a 501(c)(3) non-profit corporation formed for the purpose of securing new financing related to the construction of a new patient care center on the Weeks Medical Center campus. LPCC is a wholly-controlled affiliate of Weeks Medical Center.

North Country Healthcare, Inc. ("NCH") is the sole corporate member of Weeks Medical Center. NCH is also the parent company of Androscoggin Valley Hospital, Inc. ("AVH"), Upper Connecticut Valley Hospital ("UCVH"), and North Country Home Health & Hospice Agency, Inc. ("NCHHA").

#### **Principles of Consolidation**

The accompanying consolidated financial statements include the accounts of WMC and its wholly controlled subsidiary, LPCC (collectively the "Hospital"). All material intercompany accounts and transactions have been eliminated in consolidation.

#### **Consolidated Financial Statement Presentation**

The Hospital follows accounting standards set by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). The ASC is the single source of authoritative accounting principles generally accepted in the United States (GAAP) to be applied to nongovernmental entities in the preparation of financial statements in conformity with GAAP.

#### **Use of Estimates in Preparation of Financial Statements**

The preparation of the accompanying consolidated financial statements in conformity with GAAP requires management to make certain estimates and assumptions that directly affect the reported amounts of assets and liabilities and disclosure contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results may differ from these estimates.

#### **Cash Equivalents**

The Hospital considers highly-liquid debt instruments with an original maturity of three months or less to be cash equivalents, excluding amounts limited as to use.

# Weeks Medical Center and Subsidiary

## Notes to Consolidated Financial Statements

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### Note 1: Summary of Significant Accounting Policies (Continued)

#### Assets Limited as to Use and Investment Income

Assets limited as to use include assets designated by the Board of Directors for future capital improvements and expansion over which the Board of Directors retains control and may at its discretion subsequently use for other purposes, and funds restricted by donors for specific purposes.

Investments, which are included as assets limited as to use, are measured at fair value in the accompanying consolidated balance sheets and are considered trading securities unless are restricted by donor or law.

Investment income or loss (including realized gain (loss) on investments, interest, and dividends, net of investment fees) is reported as other income (expenses) and is included in revenue in excess (deficiency) of expenses unless the income is restricted by donor or law. Realized gains or losses are determined by specific identification.

The Hospital monitors the difference between the cost and fair value of its investments. If investments experience a decline in value that the Hospital determines is other than temporary, the Hospital records a realized loss in investment income.

#### Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an ordinary transaction between market participants at the measurement date. The Hospital measures fair value of its financial instruments using a three-tier hierarchy that prioritizes the inputs used in measuring fair value. These tiers include Level 1, defined as observable inputs such as quoted market prices in active markets; Level 2, defined as inputs other than quoted market prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions. The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

#### Patient Accounts Receivables and Credit Policy

Patient accounts receivable is reported at the amount that reflects the consideration to which the Hospital expects to be entitled, in exchange for providing patient care services. Patient accounts receivable are recorded in the accompanying consolidated statements of financial position net of contractual adjustments and implicit price concessions which reflects management's estimate of the transaction price. The Hospital estimates the transaction price based on, negotiated contractual agreements, 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 and is recorded through a reduction of gross revenue and a credit to patient accounts receivable. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change.

The Hospital does not have a policy to charge interest on past due accounts.

## **Weeks Medical Center and Subsidiary**

### **Notes to Consolidated Financial Statements**

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#### **Note 1: Summary of Significant Accounting Policies (Continued)**

##### **Inventories**

Inventories consist primarily of medical supplies, general supplies, and pharmaceuticals and are stated at the lower of cost or net realizable value with cost determined using first in first out (FIFO) method.

##### **Property, Equipment and Depreciation**

Property and equipment acquisitions are recorded at cost or, if donated, at fair value 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. Estimated useful lives range from three to twenty-five years for major movable equipment, and from five to thirty years for land improvements, building, building service equipment, fixed assets, and leasehold improvements.

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

##### **Impairment of Long-Lived Assets**

The Hospital periodically evaluates the recoverability of its long-lived assets, which consists primarily of property and equipment with estimated useful lives, whenever events or changes in circumstance indicate that the carrying value may not be recoverable. If the recoverability of these assets is unlikely because of the existence of factors indicating impairment, an impairment analysis is performed using a projected undiscounted cash flow method. Management must make assumptions regarding estimated future cash flows and other factors to determine the fair value of these respective assets. If the carrying amounts of the assets exceed their respective fair values, the carrying value of the underlying assets would be adjusted to fair value and an impairment loss would be recognized. During 2023 and 2022, the Hospital determined that no evaluations of recoverability were necessary.

##### **Unamortized Debt Issuance Costs**

Costs related to issuance of long-term debt are amortized over the life of the related debt. Amortization expense of the costs of issuance of long-term debt is included within interest expense in the accompanying consolidated statements of operations.

# Weeks Medical Center and Subsidiary

## Notes to Consolidated Financial Statements

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### Note 1: Summary of Significant Accounting Policies (Continued)

#### Asset Retirement Obligation

ASC Topic 410-20, *Accounting for Conditional Asset Retirement Obligation*, clarifies when an entity is required to recognize a liability for a conditional asset retirement obligation. Management has considered ASC Topic 410-20, specifically as it relates to its legal obligation to perform asset retirement activities, such as asbestos removal, on its existing properties. Management believes that there is an indeterminate settlement date for the asset retirement obligations because the range of time over which the Hospital may settle the obligation is unknown and cannot be estimated. As a result, management cannot reasonably estimate the liability related to these asset retirement activities as of September 30, 2023 and 2022.

#### Net Assets

Net assets without donor restrictions consist of investments and otherwise unrestricted amounts that are available for use in carrying out the mission of the Hospital. Net assets with donor restrictions are those whose use by the Hospital has been limited by donors to a specific time period or purpose, or those assets restricted by donors to be maintained by the Hospital in perpetuity.

#### Revenue in Excess (Deficiency) of Expenses

The accompanying consolidated statements of operations and changes in net assets include the classification of revenue in excess (deficiency) of expenses, which is considered the operating indicator. Changes in net assets without donor restrictions, which are excluded from the operating indicator include items such as permanent transfer of assets to and from affiliates for other than goods and services.

#### Patient Service Revenue

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 and/or the patient is discharged from the facility. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided. Revenue from performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. Generally, the majority of patient care services provided in or by the Hospital, the performance obligation is satisfied as the patient simultaneously receives and consumes the benefits provided as the services are performed and recognition of the obligation over time yields the same result as recognizing the obligation at a point in time. 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.

## Weeks Medical Center and Subsidiary

### Notes to Consolidated Financial Statements

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#### Note 1: Summary of Significant Accounting Policies (Continued)

##### Patient Service Revenue (Continued)

Because the Hospital's performance obligations relate to contracts with a duration of less than one year, the Hospital has elected to apply the optional exemption 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 uses a portfolio approach to account for categories of patient contracts as a collective group rather than recognizing revenue on an individual contract basis. The Hospital used the following factors to develop portfolios: major payor classes, type of service (i.e. inpatient, outpatient, emergency, clinic, etc.), and geographic location. Using historical collection trends and other analyzes, the Hospital evaluated the accuracy of its estimate and determined that recognizing revenue by utilizing the portfolio approach approximates the revenue that would have been recognized if an individual contract approach was used.

The nature, amount, timing and uncertainty of revenue and cash flows are affected by several factors that the Hospital considers in its recognition of revenue. Following are some of the factors considered:

- Payors (for example, Medicare, Medicaid, managed care, other insurance, patient, etc.) have different reimbursement/payment methodologies
- Length of the patient's service/episode of care
- Geography of the service location
- Line of business that provided the service (for example, hospital, clinic, etc.)

The Hospital determines the transaction price, which involves significant estimates and judgement, 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 patients. The Hospital determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policy, and historical experience. The Hospital determines its estimate of implicit price concessions based on its historical collection experience for each patient portfolio based on payor class and service type.

## Weeks Medical Center and Subsidiary Notes to Consolidated Financial Statements

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### Note 1: Summary of Significant Accounting Policies (Continued)

#### Patient Service Revenue (Continued)

The Hospital has agreements with third-party payors that typically provide for reimbursement at amounts that vary from its established charges. A summary of the basis of reimbursement with major third-party payors follows:

#### Hospital Services:

- Medicare: The Hospital is designated as a critical access hospital (CAH). As such, all inpatient, swing bed, and outpatient hospital services are paid based on a cost-reimbursement methodology, except for certain types of laboratory, radiology, and professional services provided to Medicare beneficiaries, which are reimbursed on prospectively determined fee schedules.
- Medicaid: Inpatient services rendered to Medicaid program beneficiaries are reimbursed at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. Outpatient services rendered to Medicaid program beneficiaries are paid based on a cost-reimbursement methodology. The State of New Hampshire also enacted in 2021 a directed payment program for hospitals participating in the Medicaid program in which payments are paid in support of healthcare services provided to Medicaid and low-income beneficiaries to the providers that care for these patients, including the Hospital. The Medicaid directed payment program is funded through a tax that is imposed by the State of New Hampshire on the gross patient service revenue of every hospital in the state. The funds generated from this tax and from federal matching funds are disbursed to the hospitals through the Medicaid directed payment program. The Medicaid directed payment program replaced the previous Medicaid Disproportionate Share Hospital ("DSH") payment program which was funded through federal and state allotments in order to provide financial assistance to hospitals that served a large proportion of low-income patients. Amounts received under the DSH payment program were subject to audit and therefore subject to change; however, the direct payment program is not subject to future audit as amounts are determined prospectively based on prior filings by each hospital. The Hospital incurred Medicaid enhancement taxes, which were paid to the State of New Hampshire to assist in funding the Medicaid direct payment program, of approximately \$2,907,000 and \$2,476,000 during 2023 and 2022, respectively which is included in supplies and other expenses in the accompanying consolidated statements of operations.
- Other: Payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations provide for payment using prospectively determined rates per discharge, discounts from established charges, prospectively determined daily rates, and fee schedules.

## Weeks Medical Center and Subsidiary

### Notes to Consolidated Financial Statements

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#### Note 1: Summary of Significant Accounting Policies (Continued)

##### Patient Service Revenue (Continued)

###### Clinics:

- Professional services to clinic patients, including behavioral health services, are paid primarily under arrangements which include prospectively determined rates per visit or procedure or discounts from established charges.
- Certain physician and professional services rendered to Medicare and Medicaid beneficiaries in the Hospital's Lancaster, Whitefield, Groveton, and North Stratford clinics qualify for reimbursement as Medicare- and Medicaid-approved rural health clinic services. Qualifying services are reimbursed based on cost-reimbursement methodologies. All other physician and professional services rendered to Medicare and Medicaid beneficiaries are paid based on prospectively determined fee schedules.

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. Because of investigations by governmental agencies, various health care 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.

The Centers for Medicare and Medicaid Services (CMS) uses recovery audit contractors (RACs) to search for potentially inaccurate Medicare payments that may have been made to health care providers and that were not detected through existing CMS program integrity efforts. Once the RAC identifies a claim it believes is inaccurate, the RAC makes a deduction from or addition to the provider's Medicare reimbursement in an amount estimated to equal the overpayment or underpayment. The Hospital has not been notified by the RAC of any potential significant reimbursement adjustments. In addition, the contracts the Hospital has with commercial payors also provide for retroactive audit and review of claims.

Settlements with third-party payors for retroactive 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 an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations. Adjustments arising from a change in the transaction price, were not significant in 2023 and 2022.

## Weeks Medical Center and Subsidiary

### Notes to Consolidated Financial Statements

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#### Note 1: Summary of Significant Accounting Policies (Continued)

##### Patient Service Revenue (Continued)

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.

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 patients with other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Hospital expects to collect based on its collection history with those patients. In accordance with New Hampshire state statute 151:12-b, *Hospital Rates for Self-Pay Patients*, the Hospital accepts as payment in full from uninsured payments amounts no greater than amounts generally billed and received by the Hospital for that service for patients covered by health insurance for similar services. This policy did not change in 2023 and 2022.

The promised amount of consideration from patients and third-party payors have not been adjusted 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.

All incremental customer contract acquisition costs are expensed as they are incurred as the amortization period of the asset that the Hospital otherwise would have recognized is one year or less in duration.

##### Charity Care

The Hospital provides care to patients who meet criteria under its financial assistance policy without charge or at amounts less than established rates. Such amounts determined to qualify as charity care are not reported as net patient service revenue.

The estimated cost of providing care to patients under the Hospital's financial assistance policy is calculated by multiplying the ratio of cost to gross charges for the Hospital times the gross uncompensated charges associated with providing charity care.

# Weeks Medical Center and Subsidiary

## Notes to Consolidated Financial Statements

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### Note 1: Summary of Significant Accounting Policies (Continued)

#### Contributions and Gifts

Contributions are considered available for unrestricted use unless specifically restricted by the donor. 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 deemed unconditional. The gifts are reported as with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the accompanying consolidated statements of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions.

#### Advertising Costs

Advertising costs are expensed as incurred.

#### Income Taxes

The Hospital is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (the "Code") and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Hospital is also engaged, to a limited extent, in certain activities subject to taxation as unrelated business income ("UBI"). UBI is not significant.

#### Subsequent Events

Subsequent events have been evaluated through February 19, 2024, which is the date the consolidated financial statements were available to be issued.

### Note 2: COVID-19

Starting in March 2020, the nation in general, and healthcare-related entities specifically, were faced with a global pandemic. As healthcare entities prepared for the crisis, operational changes were made to delay routine visits and elective procedures and reevaluate the entire care delivery model to care for patient needs, specifically those affected by COVID-19. These operational changes continued and adjustments were made in operations and business plans throughout the pandemic. The declared public health emergency ended in May 2023 related to the COVID-19 pandemic, and even with this ending the complete financial impact on the economy in general and healthcare-related entities specifically still remains undeterminable at this time. Management of the Hospital continues to note that both operational performance and cash flows for healthcare-related entities have been and will continue to be impacted into the future even though the declared public health emergency period and pandemic have ended.

## Weeks Medical Center and Subsidiary

### Notes to Consolidated Financial Statements

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#### Note 2: COVID-19 (Continued)

The federal and state governments, as well as other agencies, assisted many healthcare organizations to prevent significant financial constraints by providing supplemental payment programs in the forms of distributions which are intended to help in offsetting lost revenues as well as the cost of staffing, supplies, and equipment from treating patients impacted by or preparing for the pandemic's healthcare needs.

Through September 30, 2022, the Hospital received approximately \$7,869,000 in funding from these program and recognized approximately \$63,000 and \$2,636,000 as other operating revenue during the year ended September 30, 2023 and 2022, respectively, in the accompanying consolidated statements of operations. The Hospital had also previously recognized approximately \$5,170,000 in operating revenue of these amounts received collectively between 2021 and 2020. No additional funds had been received from these programs during the year ended September 30, 2023. Funding was primarily received from the U.S. Department of Health and Human Services ("HHS") Coronavirus Aid, Relief, and Economic Security ("CARES") and American Rescue Plan ("ARP") Acts, and the State of New Hampshire related to COVID-19 assistance.

These funds are subject to various financial and compliance guidelines for intended uses as published by the federal and state governments. Management is continuing to monitor compliance with the terms and conditions of these grants as new guidance and clarification is released from HHS, the State of New Hampshire, and other agencies. The Hospital has completed all required attestations to the federal government as well as all required audits to date to or comply with the current terms and conditions of the programs; however, as more information becomes available or the federal or state government would perform any additional audits in the future, the Hospital's ability to retain some or all of the distributions received could be impacted.

The Hospital also received approximately \$4,714,000 of accelerated and advanced payments from the Medicare program in 2020 to be repaid interest free over approximately a seventeen month period of time starting in 2021. The Hospital repaid the advanced payments from the Medicare program in full in 2022.

## Weeks Medical Center and Subsidiary Notes to Consolidated Financial Statements

### Note 3: Available Resources and Liquidity

The Hospital does not have a formal liquidity policy but generally strives to maintain financial assets in liquid form such as cash and cash equivalents for at least three to six months of operating expenses. Other funds, included in assets limited as to use in the accompanying consolidated statements of financial position, are considered available for operational or capital needs. Occasionally, the Board of Directors designates a portion of operating surplus to be appropriated at its discretion for future operational initiatives and capital expenditures. These funds, at the discretion of the Board of Directors, could be released immediately or sold and redeemed prior to their maturity and are not considered available under the Hospital's general liquidity management. The Foundation also has unrestricted investments available which are included in assets limited as to use and could be used for operating purposes of the Foundation or transferred to for hospital operations or other needs if approved by the Foundation. At September 30, 2023 and 2022, the balance of these funds collectively was \$21,780,150 and \$26,628,703, respectively.

Financial assets available for general expenditure, such as operating expenses, and purchases of property and equipment, within one year of the consolidated balance sheet date, comprise the following at September 30:

	<b>2023</b>	<b>2022</b>
Cash and cash equivalents	\$ 3,795,280	\$ 4,990,716
Patient accounts receivable - Net	8,735,189	8,092,506
Other accounts receivable	946,771	482,541
Due from related parties - Net	11,289	-
<b>Total</b>	<b>\$ 13,488,529</b>	<b>\$ 13,565,763</b>

Patient accounts receivable - net becomes available as an available resource to the Hospital generally as operating cash as it is billed and collected based on the policies and procedures described in Note 1, and its opening balance at October 1, 2021 was \$7,146,867.

## Weeks Medical Center and Subsidiary

### Notes to Consolidated Financial Statements

#### Note 4: Assets Limited as to Use and Investment Income

Assets limited as to use, stated at fair value, consisted of the following at September 30:

	2023	2022
Money market funds	\$ 7,179,905	\$ 5,256,610
Exchange traded funds	185,394	-
Mutual funds	132,533	6,452,758
Marketable equity securities	12,498,464	12,249,276
Fixed income securities - U.S. Treasury and corporate bonds	1,783,854	2,670,059
<b>Total assets limited as to use</b>	<b>\$ 21,780,150</b>	<b>\$ 26,628,703</b>

Investment income (loss), including income on assets limited as to use, consisted of the following for the years ended September 30:

	2023	2022
Investment income (loss) without donor restrictions:		
Interest and dividends - Net of investment fees	\$ 263,615	\$ 640,823
Net realized gain (loss) on sale of investments	(2,719)	5,060
Net unrealized gain (loss) on investments	1,754,510	(3,438,521)
Investment income (loss) with donor restrictions:		
Interest and dividends - Net of investment fees	25,663	105,921
Net realized loss on sale of investments	(45,869)	(106,074)
Net unrealized gain (loss) on investments	120,367	(87,785)
<b>Total investment income (loss)</b>	<b>\$ 2,115,567</b>	<b>\$ (2,880,576)</b>

Management assesses individual investment securities as to whether declines in market value are other than temporary and result in impairment. For equity securities and mutual funds, the Hospital considers whether it has the ability and intends to hold the investment until a market price recovery. Evidence considered in this includes the reasons for the impairment, the severity and duration of the impairment, changes in value subsequent to year-end, the issuer's financial condition, and the general market condition in the geographic area or industry in which the investee operates. For debt securities, if the Hospital has made a decision to sell the security, or if it's more likely than not the Hospital will sell the security before the recovery of the security's cost basis, an other-than-temporary impairment is considered to have occurred. If the Hospital has not made a decision or does not have an intention to sell the debt security, but the debt security is not expected to recover its value due to a credit loss, an other-than-temporary impairment is considered to have occurred. At September 30, 2023 and 2022, the Hospital did not consider any individual investments other than temporarily impaired.

## Weeks Medical Center and Subsidiary Notes to Consolidated Financial Statements

### Note 4: Assets Limited as to Use and Investment Income (Continued)

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of certain investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated financial statements.

### Note 5: Fair Value Measurements

The following is a description of the valuation methodologies used for assets measured at fair value:

Money market funds are valued using a net asset value (NAV) of \$1.00. Exchange traded funds and mutual funds are valued at the daily closing price as reported by the fund. Exchange traded funds and mutual funds held by the Hospital are open-end funds that are registered with the Securities and Exchange Commission. The funds are required to publish their daily NAV and to transact at that price. The exchange traded funds and mutual funds held by the Hospital are deemed to be actively traded.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Hospital believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, the Hospital's assets measured at fair value on a recurring basis as of September 30:

	2023			Total Assets at Fair Value
	Level 1	Level 2	Level 3	
<b>Assets:</b>				
Money market funds	\$ -	\$ 7,179,905	\$ -	\$ 7,179,905
Exchange traded funds	185,394	-	-	185,394
Mutual funds - Invested in equity and fixed income securities	132,533	-	-	132,533
Marketable equity securities	12,498,464	-	-	12,498,464
Fixed income securities:				
Corporate bonds	-	1,144,282	-	1,144,282
U.S. Treasury bonds	-	639,572	-	639,572
<b>Total assets</b>	<b>\$ 12,816,391</b>	<b>\$ 8,963,759</b>	<b>\$ -</b>	<b>\$ 21,780,150</b>

## Weeks Medical Center and Subsidiary Notes to Consolidated Financial Statements

### Note 5: Fair Value Measurements (Continued)

	2022			Total Assets at Fair Value
	Level 1	Level 2	Level 3	
<b>Assets:</b>				
Money market funds	\$ -	\$ 5,256,610	\$ -	\$ 5,256,610
Mutual funds - Invested in equity and fixed income securities	6,452,758	-	-	6,452,758
Marketable equity securities	12,249,276	-	-	12,249,276
Fixed income securities:				
Corporate bonds	-	1,744,078	-	1,744,078
U.S. Treasury bonds	-	925,981	-	925,981
<b>Total assets</b>	<b>\$ 18,702,034</b>	<b>\$ 7,926,669</b>	<b>\$ -</b>	<b>\$ 26,628,703</b>

The assets included in the fair value measurements tables above include all assets within assets limited as to use as detailed in Note 4 at both September 30, 2023 and 2022.

### Note 6: Property and Equipment

Property and equipment consisted of the following at September 30:

	2023	2022
Land	\$ 532,630	\$ 532,630
Land improvements	2,178,955	1,822,414
Buildings	30,946,509	27,797,145
Fixed equipment	18,341,388	15,149,000
Major movable equipment	28,000,258	27,264,296
Total property and equipment	79,999,740	72,565,485
Less - Accumulated depreciation	45,971,822	41,741,851
Net depreciated value	34,027,918	30,823,634
Construction in progress	1,057,349	4,898,205
<b>Property and equipment - Net</b>	<b>\$ 35,085,267</b>	<b>\$ 35,721,839</b>

Construction in progress at September 30, 2023, primarily relates to minor facility renovation, equipment installation costs, and information technology upgrade projects which are anticipated to be completed and placed into service in 2024. The estimated remaining cost to complete these projects is approximately \$700,000 as of September 30, 2023. These projects are being funded by operating cash reserves of the Hospital.

## Weeks Medical Center and Subsidiary Notes to Consolidated Financial Statements

### Note 7: Long-Term Debt

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

	2023	2022
Business Finance Authority of the State of New Hampshire hospital revenue bonds, Series 2010, held by Passumpsic Bank; variable interest rate of 6.21% at September 30, 2023; interest and principal due monthly in installments of \$37,000, including interest, through September 1, 2030; collateralized by property and equipment of the Hospital.	\$ 4,750,000	\$ 5,297,500
Mortgage payable to Passumpsic Savings Bank; fixed interest rate of 3.75%; interest and principal due monthly in installments of \$24,070, including interest, through December 1, 2038; collateralized by mortgaged property of the Hospital.	3,353,997	3,513,796
LPCC note payable to 20 VRV 2008, LLC.; fixed interest rate of 1.00%; interest-only payments of \$3,372 due quarterly through January 1, 2027, at which time interest and principal payments of \$13,777, including interest, are due quarterly until maturity date of December 31, 2053; collateralized by LPCC property.	4,046,837	4,046,837
LPCC note payable to 20 VRV 2008, LLC.; fixed interest rate of 1.00%; interest-only payments of \$23,837 due quarterly through January 1, 2027, at which time interest and principal payments of \$33,617, including interest, are due quarterly until maturity date of December 31, 2053; collateralized by LPCC property.	9,534,913	9,534,913
Other note payable	123,333	-
Totals	21,809,080	22,393,046
Less - Current maturities	741,050	707,309
Less - Unamortized debt issuance costs	313,263	404,200
<b>Long-term maturities</b>	<b>\$ 20,754,767</b>	<b>\$ 21,281,537</b>

The bond and notes payable agreements provide for various restrictive covenants, including required annual financial reporting and meeting certain financial ratios, among other covenants.

As part of its financing for LPCC, the Hospital borrowed \$9,534,913 to Twain Investment Fund 328, LLC ("Twain"), an unrelated party who then invested approximately \$14,000,000 in 20 VRV 2008, LLC, another unrelated party, as part of a new markets tax credit arrangement. 20 VRV 2008, LLC then loaned LPCC through two notes which totaled \$13,581,750 as described in detail in the long-term debt table above. The note receivable to Twain was made on November 14, 2018, has a 30-year term, and accrues interest at 1.213%. Interest-only payments of \$9,638 are due quarterly to LPCC from Twain through September 2027, at which time monthly payments of \$44,314, including principal and interest, are due from Twain to LPCC until the maturity date of December 10, 2047. LPCC can utilize the payments received to assist in repayment of the principal and interest on the notes payable to 20 VRV 2008, LLC.

## Weeks Medical Center and Subsidiary Notes to Consolidated Financial Statements

### Note 7: Long-Term Debt (Continued)

The note payable to 20 VRV 2008, LLC also requires establishment of a replacement reserve account which is required to be funded annually through 2024 by LPCC, and amounts in the replacement reserve account can be utilized primarily for fees incurred to maintain compliance and recordkeeping for the debt arrangements, as well as for any necessary capital upgrades, renovations, and routine maintenance to ensure that the facilities included in the LPCC note agreements are maintained. Annual fees are required to be paid from the replacement reserve account to the unrelated parties to manage the debt arrangement through 2024, and any remaining funds can be used to repay principal on outstanding notes or for capital or maintenance expenditures as needed. This reserve account is also designated by the Hospital's Board of Directors for capital expenditures or repayment of final principal on the notes and is included in the current portion of assets limited as to use in the accompanying consolidated balance sheets as it can be used regularly and as needed for general capital and maintenance of the facilities, as well as other current fees as they come due.

Scheduled principal payments on long-term debt at September 30, 2023, including current maturities, are summarized as follows:

	2023
2024	\$ 741,050
2025	896,523
2026	850,793
2027	1,293,541
2028	1,348,728
Thereafter	16,678,445
<b>Total</b>	<b>\$ 21,809,080</b>

### Note 8: Net Assets With Donor Restrictions

Net assets with donor restrictions include assets set aside in accordance with donor restrictions as to time or use. Net assets with donor restrictions are available for the following purposes at September 30:

	2023	2022
Donor restricted; subject to expenditure for specific healthcare program purposes	\$ 284,238	\$ 188,052
Donor restricted, to be maintained in perpetuity with investment income expendable for healthcare programs	1,130,418	1,030,257
<b>Total</b>	<b>\$ 1,414,656</b>	<b>\$ 1,218,309</b>

## Weeks Medical Center and Subsidiary Notes to Consolidated Financial Statements

### Note 8: Net Assets With Donor Restrictions (Continued)

The Hospital's net assets with donor restrictions include two endowment funds that are invested in various investments including certificates of deposit, as well as marketable equity securities, corporate bonds, U.S. treasury bonds, and mutual funds in brokerage accounts. The endowment funds were established by donors to be maintained in perpetuity, the income of which is expendable for hospital operations and scholarships for medical education for employees of the Hospital upon approval of the Board of Directors. The Board of Directors have created a policy for the endowment fund to be invested in a manner that is intended to produce results that exceed the price and yield results of the S&P 500 index while assuming a moderate level of investment risk.

The Board of Directors of the Hospital have interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift to the endowment fund absent any explicit donor stipulations that would otherwise dictate the contributed funds. The Hospital has adopted investment and spending policies for endowment assets that attempt to provide a dependable method of funding programs supported by the endowment funds while seeking to preserve the purchasing power of the endowment assets. Under this policy, the Hospital monitors the investments of the endowment so that these assets are invested in funds that are not expected to decline significantly in value in the future. This method of investing will maintain the purchasing power of the endowment assets that are required to be held in perpetuity, as well as to provide additional purchasing ability through new contributions and investment returns.

Changes in endowment net assets for the years ended September 30 consisted of the following:

	2023		
	Donor Restricted Subject to Appropriations	Donor Restricted to be Held in Perpetuity	Total
Endowment net assets at beginning of year	\$ 118,343	\$ 911,914	\$ 1,030,257
Interest and dividend income - Net of fees	25,663	-	25,663
Net appreciation - Unrealized gain	120,367	-	120,367
Net realized loss	(45,869)	-	(45,869)
<b>Endowment net assets at end of year</b>	<b>\$ 218,504</b>	<b>\$ 911,914</b>	<b>\$ 1,130,418</b>

	2022		
	Donor Restricted Subject to Appropriations	Donor Restricted to be Held in Perpetuity	Total
Endowment net assets at beginning of year	\$ 206,281	\$ 911,914	\$ 1,118,195
Interest and dividend income - Net of fees	105,921	-	105,921
Net depreciation - Unrealized loss	(87,785)	-	(87,785)
Net realized loss	(106,074)	-	(106,074)
<b>Endowment net assets at end of year</b>	<b>\$ 118,343</b>	<b>\$ 911,914</b>	<b>\$ 1,030,257</b>

## Weeks Medical Center and Subsidiary Notes to Consolidated Financial Statements

### Note 9: Net Patient Service Revenue

The composition of net patient service revenue based on the geographic region the Hospital operates in as outlined in Note 1, is primarily all hospital and clinic services and whether inpatient or outpatient services, the Hospital considers these similar business lines for the purposes of tracking net patient service revenue.

Patient service revenue (net of contractual allowances, discounts, and implicit price concessions) consisted of the following for the years ended September 30:

	2023	2022
Medicare and Medicare Advantage Plans	\$ 44,583,337	\$ 42,202,536
Medicaid and Medicaid HMO Plans	18,333,749	13,849,284
Other third-party payors	13,545,527	10,809,198
Uninsured Patients	655,737	523,272
<b>Total</b>	<b>\$ 77,118,350</b>	<b>\$ 67,384,290</b>

### Note 10: Charity Care

The Hospital provides healthcare services and other financial support through various programs that are designed, among other matters, to enhance the health of the community including the health of low-income patients and residents. Consistent with the mission of the Hospital, care is provided to patients regardless of their ability to pay, including providing services to those persons who cannot afford health insurance because of inadequate resources or who are underinsured.

Patients who meet certain criteria for charity care, generally based on federal poverty guidelines, are provided care without charge or at a reduced rate, determined based on qualifying criteria as defined in the Hospital's charity care policy and from applications completed by patients and their families.

The estimated cost of providing care to patients under the Hospital's charity care policy aggregated approximately \$816,000 and \$617,000 in 2023 and 2022, respectively.

Other benefits for the community for which the Hospital is not compensated, or for which compensation is below cost, include health screenings, community education through seminars and classes, and other health-related services.

## **Weeks Medical Center and Subsidiary**

### **Notes to Consolidated Financial Statements**

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#### **Note 11: Retirement Plans**

The Hospital is part of the North Country Healthcare Retirement Plan, a defined contribution retirement plan sponsored by NCH covering substantially all employees. Employees may contribute a percentage of their compensation to the retirement plan. After a year of service, the Hospital will contribute matching contributions of 50% of participant contributions up to 6% of compensation. The Hospital's retirement plan expense totaled approximately \$453,000 and \$484,000 in 2023 and 2022, respectively.

Certain eligible employees of the Hospital are also eligible to participate in a nonqualified deferred compensation plan established under Section 457(b) of the Code, which is administered by NCH. The plan permits certain management and highly compensated employees to defer portions of their compensation based on Internal Revenue Service guidelines. Compensation deferred is transferred to NCH who then retains the related investments. These investments are then segregated by NCH a separate account, and any assets and related deferred compensation plan liabilities are reported in the financial statements of NCH since under the terms of the deferred compensation plan agreement, NCH bears the responsibility for custody of the assets and their related liabilities once the related withholdings are transferred from the Hospital to NCH.

#### **Note 12: Malpractice Insurance**

The Hospital is insured under the NCH medical malpractice insurance coverage. NCH purchases medical malpractice insurance under a claims-made policy. Under such a policy, only claims made and reported to the insurer are covered during the policy term, regardless of when the incident giving rise to the claim occurred. The Hospital would be able to purchase tail coverage from its insurance carrier if it chose to do so. The professional liability insurance policy is renewable annually and has been renewed by the insurance carrier for the annual period extending to October 1, 2024.

Under a claims-made policy, the risk for claims and incidents not asserted within the policy period remains with the Hospital. Although there exists the possibility of claims arising from services provided to patients through September 30, 2023, which have not yet been asserted even if covered by insurance policies, the Hospital has not been given notice of any such material possible claims, and accordingly no provision or related insurance recoveries have been made for them.

#### **Note 13: Concentration of Credit Risk**

Financial instruments that potentially subject the Hospital to possible credit risk consist principally of patient accounts receivable and cash deposits in excess of insured limits in financial institutions.

Patient accounts receivable consist of amounts due from patients, their insurers, or governmental agencies (primarily Medicare and Medicaid) for health care provided to patients. The majority of the Hospital's patients are from Lancaster, New Hampshire, and the surrounding area.

## Weeks Medical Center and Subsidiary Notes to Consolidated Financial Statements

### Note 13: Concentration of Credit Risk (Continued)

The mix of receivables from patients and third-party payors is as follows at September 30:

	2023	2022
Medicare	47 %	42 %
Medicaid	11 %	13 %
Other third-party payors	23 %	26 %
Patients	19 %	19 %
<b>Total</b>	<b>100 %</b>	<b>100 %</b>

The Hospital maintains depository relationships with area financial institutions that are Federal Deposit Insurance Corporation ("FDIC") insured institutions. Depository accounts are insured by the FDIC up to \$250,000. Operating cash needs often require that amounts on hand exceed FDIC limits. Management has also entered into other collateral protection arrangements with one of these financial institutions to provide coverage over the FDIC limits. At September 30, 2023, the Hospital's bank account balances were approximately \$957,000 above the FDIC coverage or other collateral protection limits. Management of the Hospital believes that as of September 30, 2023 it is not exposed to any significant risks from the financial institutions which are holding the uninsured deposits.

### Note 14: Functional Expenses

The Hospital provides general healthcare services to residents within its geographic location. The accompanying consolidated statements of operations and changes in net assets present certain expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis. Employee benefits are allocated based on factors of either salary expense or actual employee expense. Overhead costs that include things such as professional services, office expenses, information technology, insurance, and other similar expenses are allocated on a variety of factors including revenues and departmental expense. Costs related to building and equipment usage include depreciation and interest and are allocated on a square footage or direct assignment basis. Expenses related to providing these services for the years ended September 30, 2023 and 2022, are as follows:

	2023			2022		
	Healthcare Services	General Administrative	Total	Healthcare Services	General Administrative	Total
Salaries and wages	\$ 23,841,486	\$ 2,051,973	\$ 25,893,459	\$ 21,680,066	\$ 5,555,316	\$ 27,235,382
Employee benefits	6,526,012	1,755,544	8,281,556	5,799,081	1,521,561	7,320,642
Supplies and other	31,527,099	14,293,116	45,820,215	24,714,968	9,813,169	34,528,137
Interest	372,432	175,972	548,404	296,127	139,919	436,046
Depreciation	2,979,528	1,407,813	4,387,341	2,779,398	1,313,252	4,092,650
	<b>\$ 65,246,557</b>	<b>\$ 19,684,418</b>	<b>\$ 84,930,975</b>	<b>\$ 55,269,640</b>	<b>\$ 18,343,217</b>	<b>\$ 73,612,857</b>

## Weeks Medical Center and Subsidiary

### Notes to Consolidated Financial Statements

#### Note 15: Related-Party Transactions

As a member of NCH, the Hospital shares in various services, such as shared staffing, centralized accounting, human resources, information technology, and other administrative costs, with the other member hospitals and the parent.

The total expenses incurred from services provided by related parties is as follows at September 30:

	2023	2022
AVH	\$ 279,341	\$ 327,537
UCVH	681,829	729,541
NCHHHA	117,730	98,852
NCH	12,629,488	6,467,899
<b>Total</b>	<b>\$ 13,708,388</b>	<b>\$ 7,623,829</b>

The total receivable (payables) with related parties is as follows at September 30:

	2023	2022
AVH	\$ 133,699	\$ 142,729
UCVH	787,577	334,551
NCHHHA	8,774	3,720
NCH	(918,761)	(1,132,092)
<b>Total</b>	<b>\$ 11,289</b>	<b>\$ (651,092)</b>

#### Note 16: Reclassifications

Certain reclassifications have been made to the 2022 financial statements to conform to the 2023 presentation.

**Weeks Medical Center  
Board of Directors and Officers – 2025**

<b>Name</b>	<b>Email</b>	<b>Office</b>
Ruby Berryman		Vice Chair ACTING CHAIR 9.20.21
Scott Burns		
Charlie Cotton		Treasurer
Sarah Desrochers		
Frances LaDuke		
Edward J. Samson, III		
Timothy M. Connolly		

# Laurie Collins

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## **Education**

**WHITE MOUNTAIN COMMUNITY COLLEGE, Littleton NH**  
2017-2018

White Mountain Community College

*Medical Assistant Program*

**PLYMOUTH STATE UNIVERSITY, Plymouth NH**  
2012-2013

*Master of Education Curriculum and Instruction with a Concentration in K-12 Education*

**GRANITE STATE COLLEGE, Concord NH**  
2009-2011

*Advanced Endorsements*

Learning Disabilities

Emotional Behavioral Disorders

Intellectual and Developmental Disabilities

Certification for Early Childhood Special Education

**OFFICE OF EDUCATION PROGRAMS, Concord NH**  
2007-2008

*Special Education Teacher Training (SETT) Program*

**GRANITE STATE COLLEGE, Concord NH**  
2007

*Bachelors in Child and Family Studies*

Summa Cum Laude

**HESSER COLLEGE, Manchester NH**  
1995

*Associates in Criminal Justice*

Magna Cum Laude

Phi Theta Kappa Honor Society

## **Experience**

**Weeks Medical Center, Lancaster, NH**  
**Assistant Practice Manager**  
**Doorway At Androscoggin Valley Hospital**  
*December 2022- Current*

Work full time and is responsible for clinical quality, oversight, coordination, and standardization of the MAT and Behavioral Health Teams.

Responsible for optimizing work flow, improving efficiency as well as overseeing clinical issues and ensuring day-to-day functions within the teams is well maintained.

Works as a member of the clinical team and is responsible for utilizing the Nursing Process to ensure that quality care is provided to patients of the Behavioral Health Team as well as those patients enrolled in the North Country Recovery Center program.

Oversee other non-provider team members in the provision of care to patients with behavioral health and substance misuse/addiction.

Follows and promotes best practices in the treatment of healthcare and addiction.

**Weeks Medical Center, Lancaster, NH**

**NCRC Team Leader**

**Doorway At Androscoggin Valley Hospital Team Leader**

*December 2017- Current*

- The MAT/Behavioral Health Team Leader will work full time and is responsible for clinical quality, oversight, coordination, and standardization of the MAT and Behavioral Health Teams.
- The MAT/Behavioral Health Team Leader is responsible for optimizing work flow, improving efficiency as well as overseeing clinical issues and ensuring day-to-day functions within the teams is well maintained.
- The MAT/Behavioral Health Team Leader also works as a member of the clinical team and is responsible for utilizing the Nursing Process to ensure that quality care is provided to patients of the Behavioral Health Team as well as those patients enrolled in the North Country Recovery Center program.
- She/he will oversee other non-provider team members in the provision of care to patients with behavioral health and substance misuse/addiction.
- Follows and promotes best practices in the treatment of healthcare and addiction.

**Weeks Medical Center, Lancaster, NH**

**Behavioral Health Case Manager**

*November 2017-December 2017*

- Perform appropriate interviews and case management assessments
- Identify related client specific plans, goals and methodology
- Develop and facilitate client specific services
- Monitor in various community based settings while working with a wide range of ages, and with individuals, groups and families, from diverse backgrounds and cultural orientations

- Conduct and record as assigned, face-to-face interviews with collateral and networking contacts, maintaining correspondence and case records in accordance with agency and regulatory standards and requirements
- Participate in inter- and intra-agency planning and service coordination to improve and enhance service continuity and effectiveness
- Medication monitoring in the community, where and when relevant and approved by medical staff, and documenting all relevant information
- Participate in regular interdisciplinary staff meetings and provide reports as assigned
- Possess knowledge of consumer rights, confidentiality laws and related policy and procedure
- Document and chart professionally
- Maintain effective community and interagency relations

**Indian Stream Health Center, Colebrook, NH**

**Behavioral Health Case Manager**

*June 2016-November 2017*

- Perform appropriate interviews and case management assessments
- Identify related client specific plans, goals and methodology
- Develop and facilitate client specific services
- Monitor in various community based settings while working with a wide range of ages, and with individuals, groups and families, from diverse backgrounds and cultural orientations
- Conduct and record as assigned, face-to-face interviews with collateral and networking contacts, maintaining correspondence and case records in accordance with agency and regulatory standards and requirements
- Participate in inter- and intra-agency planning and service coordination to improve and enhance service continuity and effectiveness
- Medication monitoring in the community, where and when relevant and approved by medical staff, and documenting all relevant information
- Participate in regular interdisciplinary staff meetings and provide reports as assigned
- Possess knowledge of consumer rights, confidentiality laws and related policy and procedure
- Document and chart professionally
- Maintain effective community and interagency relations

**Colebrook Elementary School, Colebrook, NH**

**Pre-School Teacher/Special Educator/Case Manager**

*September 2011-June 2016*

- Planning and implementing Preschool Curriculum
- Supervision of paraprofessionals
- Working with and developing curriculum for children with special needs within the preschool setting

**Teacher, Case Manager**

*March 21, 2006-June 2016*

- Planned curriculums
- Supervised of Paraprofessionals
- Provided resources for children with special needs
- Managed IEP meetings with all accompanying paperwork
- Collaborated with regular education teachers to develop and implement Individual Education Plans and 504 Plan

**Paraprofessional**

*December 2, 2003-March 20, 2006*

- Assisted students with activities initiated by the teachers.
- Supervised students during special activities as well as lunch, recess and hallway duties as requested by the supervisor
- Reinforced learning in small groups
- Assisted the teacher with everyday tasks such as observing, recording or charting behavior
- Carried out instructional programs

***Special Training and Certifications***

- EMT
- Certified Medical Assistant
- MOAB (Management of Aggressive Behavior)
- Certified CPR/1st Aid
- Certified Nonviolent Crisis Intervention
- Master of Education degree
- Certification in Early Childhood Special Education
- Advanced Endorsement Certification for Emotional Behavioral Disorders
- Advanced Endorsement Certification for Learning Disabilities
- Advanced Endorsement for Intellectual and Developmental Disabilities
- Certified Trainer for Suicide Prevention
- Certified Teacher Elementary Education K-6

· Certified General Special Education Teacher  
*References furnished upon request*

## Selena Marquis

### EDUCATION

*Bachelor of Science* in Human Services, BS  
Certified Recover Support Worker, CRSW  
Licensed Alcohol Drug Counselor, LADC

### EXPERIENCE

Weeks Medical Center, Littleton NH

**Behavioral Health Case Manager, 9/26/22 to present**

NFI, Littleton NH

**WRAP Coordinator, 2022 to 2022**

- Provide remote/face to face support to families who struggle with behaviors of children of all ages
- Bring together a family identified team to focus on families strengths
- Plan/Coordinate/organize modules to bring people/families together
- Access/coordinate/create a range of unique services/interventions/supports tailored to family's needs
- Collaborate with NAMI peer support specialists and youth support specialists
- Graphic facilitation to review WRAP modules
- Hours & trainings completed toward WRAP certification

Mid-State Health Center, Plymouth, NH

**Recovery Support Specialist, 2022 to 2022**

- Phone SUD intake assessments: IOP/Relapse Prevention/IDCMP/Therapy/MAT/Peer Recovery
- Remote Groups: IOP/Relapse Prevention
- IDCMP assessments: phone intake screenings

Pak Solutions, LLC Lancaster, NH

**Human Resource Generalist, 2021 to 2022**

- Market jobs/interview/hire employees
- Complete orientation/termination process for each employee
- Perform payroll duties
- Assess attendance/performance of each employee
- Coordinate services around the following: health insurance/LTD/STD/Dental/L401K/life insurance
- Complete time/attendance tasks
- Coordinate services around leave of absence
- Ensure compliance of work expectations to include attendance/harassment/work performance
- Work with a management team around meeting employment goals/expectations

Weeks Medical Center, Lancaster NH

**Behavioral Health Case Manager, 2018 to 2021**

- Complete SUD CM intakes to include CSA & following screenings: PHQ 9/DAST/AUDIT/DV/GPRA
- Perform therapeutic duties to include: SUD consults and follow up appointments
- Co-facilitate and/or lead substance use/abuse group
- Participate in behavioral health, Medical Assistance Treatment, hospital D/C planning, Case management and agency meetings
- Coordinate services around treatment planning implementation & complete & track referrals
- Coordinate patient appointments: schedule/reschedule/cancel/verify
- Verify insurances: Medicaid/Medicare/Private
- Track services: Transportation/housing/clinical/insurance/intake
- Complete intake packets: releases (medical/personal)/controlled substance agreement/GPRA/payment of services/program participation
- Complete prescreening assessments: PHQ 9/SBIRT/Audit
- Observe & verify urine screening
- Coordinate patient care with Certified Medical Assistance/Prescriber/Team leader/Administrator
- Discharge planning: review treatment progress/complete discharge forms/coordinate extended care
- Coordinate care needs to include Substance Use Disorder detox/residential 30 to 90 day program
- Assess patient behaviors to include: self-harm/under the influence of a controlled substance/etc
- Coordinate services with services agencies
- Teach coping skills & distraction techniques, bring awareness to positive use of self, reinforce & teach ways to rest mind & body, identify trigger(s), acknowledge barriers, discuss ways to self-regulate and identify strengths as well as supports.
- Educate & link individual's into support services
- Review stressors, assess needs/wants, identify individual strengths and develop individual goal(s).
- Perform administrative duties to include: track patient data & verify information

Indian Stream Health Center, Colebrook NH

**Behavioral Health Case Manager, 2015 to 2018**

- Providing direct service support to patients of many populations, including those who are disabled, are mentally ill, struggle with addiction, have legal conflicts, lack positive parenting skills, have relationship conflicts, are homeless, unable to manage anger, have one or more physical health complications, have housing conflicts, are unable to self-regulate, need domestic violence education, demonstrate poor communication, unable to find gainful employment, no medical insurance and are in need of food.
- Coordinate of care needs to include Substance Use Disorder detox/residential 30 to 90 day program
- Coordinating services with the following agencies: DCYF (NH), DCF (VT), TANF, Reach Up, Adult Protective Services, Department of Corrections, Vocational Rehabilitation, NKHS, NHS, Tri County Cap, Umbrella, Response, Town Welfare officers, Coos/Essex county landlords, Coos/Essex county schools and Coos/Essex county employers as well as medical treatment centers.
- Co-facilitating Intensive Outpatient Program for Substance Use Disorders group with a therapist
- Teaching Dependency Forming Substances group education classes
- Reinforcing program structure
- Facilitating urine screenings
- Assessing patient behaviors
- Coordinate services around treatment planning implementation

*Northeast Kingdom Community Action, Canaan VT*

**Employment Specialist/Correctional Housing Manager/Outreach Worker/Early Head Start HV/Teen Center Manager, 2004-2009/2012-2015**

- Taught employment training groups
- Promoted employment opportunities, developed resumes, assisted with employment applications and collaborated with local employers to include support agencies such as Department of Labor & DHHS
- Developed work placement sites
- Developed and documented treatment goals as well as tracked progress
- Supervised several DOC substance treatment sites
- Implemented program structure: house searches, urine screening, safety, documentation, education
- Provided direct service support around meeting client needs/wants in the following areas: Employment, financial, physical/emotional health, childcare, parenting, relationship conflicts, stress and anger.
- Developed and maintained a teen center
- Wrote and managed grants
- Provided crisis intervention support to clients who were homeless, had no income, were in the need of food, were in a domestic violence relationship and who had no heat
- Developed and managed fundraiser events
- Coordinated services around holiday functions to include: Easter Egg hunt & Christmas gifts
- Promoted healthy living: physical/emotional wellness
- Taught educational groups focused around addiction and individual wellness

*Northeast Kingdom Human Services, Newport VT*

**Transitional Housing Manager/Crisis Case Manager/Home School Coordinator-2000-2002/2003-2004/2009-2012**

- Coordinated services with area support agencies, including: House of Corrections, HUD, landlords, Department of Health and Human Services, State Hospital, Cap agencies, etc.
- Attended weekly wrap-around team meetings with mental health managers, psychiatrists, team leaders, and direct service staff to include employment as well as community integrator specialists to address client needs/wants.
- Provided staff supervision
- Reinforced program compliance
- Managed budgets
- Participated in HUD audit
- Recorded and tracked program achievements
- Ensured stabilization of mentally ill clients housing
- Tracked treatment progress through treatment goal documentation
- Participated in mental wellness groups
- Assisted with completion of daily living skills
- Provided crisis intervention in home and community
- Modified students behaviors in a school setting through individual supportive counseling
- Assisted families and children overcome barriers: housing, communication, anger, finances, relationship, etc
- Held external meetings with guidance counselors, principals, DCYF, DCF & Vocational Rehabilitation

## SKILLS

- Business Plan Development: Assess assets/create business plan/coordinate with bank & accountant
- Business owner: Appliance/mattress/Jc Penny catalog (sales/receive/ship/track/estimate/purchase)
- DHHS: Heights/FS/Medicaid/APTD/Cash Assistance
- Administrative: update spreadsheet (budget/services completed/intake/insurance/status of care)
- Development of computer templates for treatment plans: Mental Health
- Grant writing: development and tracking
- Receptionist: schedule/cancel/reschedule medical and/or behavioral health appointments
- Insurance verification: Medicaid/Medicare/Private/Market place
- Intake: admit/assessment/discharge
- Microsoft Office Suite/Info-Path/Outlook/Quick books/excel
- Palocity/ADP: payroll/onboard/reports/attendance/personal documents
- GPRA: SUD assessment information data entry & coordination with state funders-WITS knowledge
- Foster Care: Therapeutic (residential & general)
- Job Developer: Assess & teach skills to obtain employment/employer placement coordination
- Mental Health: assessment/diagnosis/supportive counseling/treatment plans (adults/children)
- IDCMP: Review program requirements & complete a phone intake
- Home Provider: Developmentally delayed
- Community Integration: Developmentally Delayed
- Factory: sewing/stereo/wood-assessable line production-operated tools to perform work duties
- Recovery Coach: Substance Use
- Groups: IOP/Relapse Prevention/Substance Use/Women's Support/Teen
- Substance Use: LADC intake assessment/individual/IDCMP intake assessment/treatment planning
- Social Work: Director of Social Services in a Nursing Home-admit/discharge/treatment plan/etc
- Management: Supervised & Managed housing units to included correctional & transitional
- Customer Service: coordinate individual needs through phone/electronically/face to face
- Human Resources: LTD-STD/Retirement/payroll/discipline/onboard/hire-fire/conflict resolution
- Youth: Development & managed local teen center-NFI residential support staff
- Early Childhood: Parental & up to 3 years of age Home Visitor (performed screenings/dev goals/etc)
- Elderly: Certified Nursing Assistance in home/nursing home setting
- Electronic medical records: Data entry
- Coding/billing: Ensure coding of services are completed and accurate
- Scheduler: Coordinate provider(Medical/Therapeutic) schedules to appointments
- Referral: Verify insurance & schedule intake appointments
- Community Outreach: Coordinate w/organizations (MH/PCP/Home Health/APS/SUD/Outreach/etc)
- Medicaid/Medicare: Education of qualification and/or benefits/form assist/coordination of cm support
- Long/Short term disability: Complete disability application/assess medical providers who can prove disabling condition then complete releases for all providers/coordinate services with LTD DHHS case worker
- Vehicle Repair Service Writer: schedule/estimate repair costs/review mechanic needs & wants/collaborate with sales/coordinate services with mechanics/document services provided/total mechanic profits daily
- WRAP: CPR/First Aide certification/NH Mental Health 1<sup>st</sup> Aid Certification/Cans Certification

#### **AWARDS & COMMUNITY SERVICE**

- Indian Stream Health Center Nancy Rouleau Customer Service Award - given for consistently delivering exceptional customer service - June 2017
- Community Volunteer Work in Essex and Coos County

#### **2021 LADC Supervision:**

- Attend weekly clinical supervision with Behavioral Health Team
- 4000 SUD clinical hours completed
- Case Study Completed
- 300 Educational Hours Completed
- Payment made to take the LADC BS test

*References furnished upon request*

## Lydia McKenzie, PMHNP

- Obtain a full-time position as a Psychiatric Mental Health Nurse Practitioner in the outpatient and/or inpatient setting.

### Work Experience

#### Psychiatric Nurse Practitioner

Weeks Medical Center, Lancaster, NH

2018 to Present

Provides consultation-liaison services for patients suffering from both psychiatric and medical disorders; care, and treatment of mental illness, such as depression, anxiety disorders, substance abuse, and schizophrenia; medications, and psychotherapy. Provides medication, counseling and customized care plans for patients actively seeking to end their opioid dependence.

#### Specialist in Poison Information

Banner Poison and Drug Information Center - Phoenix, AZ

January 2014 to 2018

Manage poison and drug exposure calls from the public and health care facilities by telephone.

Recommend treatment modalities to physicians and nurses based upon reported history, physical assessment, vital signs and laboratory results. Determine criteria for medical clearance for Emergency Department and hospitalized patients Also receive intake calls for occupational health post-exposure prophylaxis as well as calls for the Health Department disease reporting line and assisting with calls on current public health issues. Critical thinking and autonomy in decision-making is expected. Protocols are not used.

#### Adjunct Faculty

Phoenix College School of Nursing - Phoenix, AZ

August 2013 to May 2015

Adjunct faculty for associate degree nursing program, working primarily with senior nursing students in the ICU setting, skills lab and simulation hospital.

#### Staff nurse

Banner Good Samaritan Medical Center - Phoenix, AZ

Jan 2011 to Jan 2014

in Level 1 Trauma Center teaching facility: Primary care, assessment and evaluation of adult critical care patients in the medical/surgical, neurological, cardiovascular and trauma intensive care setting. Provided relief staffing for the ICU SWAT position as an expert critical care nurse, including troubleshooting of lines and equipment, post-cardiac arrest hypothermia protocol, RN leader of Rapid Response Team, IV insertion using ultrasound, external jugular IV insertion and difficult IV insertions in both the ICU and medical/surgical floor.

#### Travel nurse

Fastaff Travel Nursing - Greenwood Village, CO

Jan 2003 to Oct 2010

in both emergency and critical care. Diverse settings including small rural critical access hospitals to large urban tertiary care facilities across the United States. Worked in all ICU specialty units including Burn ICU. Provided high-level care with a minimum of orientation time and limited familiarity with equipment.

#### Staff nurse

Iowa Methodist Medical Center - Des Moines, IA

Dec 2005 to Dec 2007

in Level 1 Trauma center in the critical care setting. Provided care to adult medical/surgical, neurological, cardiovascular and trauma patients in a family focused environment. Completed a critical

care nursing course as part of the orientation process. Functioned in both full-time and per diem capacity.

**Travel nurse**

American Mobile Healthcare - San Diego, CA

Feb2000 to Dec 2002

in emergency nursing in a variety of settings ranging from small critical access hospitals to high volume inner city emergency departments. High-functioning with minimal orientation and limited familiarity with equipment. Provided care to both adult and pediatric patients.

**Staff nurse in busy community based emergency department**

Lakeland Medical Center - Niles, MI

Jan 1997 to March 2000

Provided care to both adult and pediatric patients. Class on cardiac rhythm identification completed as part of the orientation process.

**Education**

**DNP in Psychiatric Mental Health Nurse Practitioner**

University of Arizona - Tucson, AZ

Aug 2015 to Aug 2018

**M.S. in Law Enforcement**

Grand Canyon University - Phoenix, AZ

2014

**BSN**

Grand Canyon University - Phoenix, AZ

2011 to Nov 2012

**AAS in Registered Nursing**

Southwestern-Michigan College - Dowagiac, MI

Dec 1996

**A.A. in Law Enforcement**

Kalamazoo Valley Community College - Kalamazoo, MI

1994

**Skills**

Certified Specialist in Poison Information

**Certifications/Licenses**

**Registered Nurse**

State of Arizona

## S. Scarlett Moberly

### Education

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#### Georgetown University, Washington, DC

- Master of Arts:  
Art and Museum Studies - August 2018
- 4.0 GPA

#### Sotheby's Institute of Art, London, UK

- Certificate in Art & Business - May 2018
- 4.0 GPA

#### University of New Hampshire, Durham, NH

- Bachelor of Arts Dual Major: Art History and EcoGastronomy - May 2013
- 3.81 GPA – Phi Beta Kappa, Summa Cum Laude, Presidential Scholar, Dean's List

### Professional Experience

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#### Forest Society North at The Rocks, Bethlehem, NH · November 2023-December 2024

##### *Program Director*

- Developed and implemented educational and recreational mission-centric programs and events
- Redeveloped and enhanced year-round visitor experience at newly renovated Bethlehem campus
- Managed team of 20+ volunteers involved in programming, events, farm work, and garden maintenance
- Managed administrative staff and collaborated with farm staff to ensure smooth daily operations
- Worked closely with Forest Society development staff to identify and complete grant applications & reports, and liaised with local donors
- Collected and analyzed visitor data to identify gaps and opportunities in programming, funding, and marketing
- Maintained existing and developed new community relationships and partnerships to increase collaborative marketing and funding/sponsorship opportunities
- Wrote new programs, press releases, marketing copy

#### WREN: Women's Rural Entrepreneurial Network, Bethlehem, NH · August 2021-November 2023

##### *Assistant Director June 2023-November 2023*

##### *Marketing & Programs Manager August 2021-June 2023*

- Managed grant, educational, gallery, retail, and membership programs
- Developed & coordinated all events, including workshops, programming, & community events
- Wrote & implemented comprehensive marketing for above programs to local, state, & regional outlets
- Managed relationships with over 120 consignors/vendors and over 350 supporting members
- Maintained relationships with donors, volunteers, local businesses, community stakeholders, and grant-making authorities to increase grant funding, partnerships, sponsorships, donations, and revenue
- Responsible for all fundraising copy, including all grant applications/reports and annual appeals
- Responsible for all marketing copy, including e-newsletters, press releases and social media
- Curated and marketed six exhibitions of local/regional art per year
- Managed the Store at WREN, including identifying new vendors, onboarding, tracking inventory; analyzed retail data to identify gaps and opportunities in products & new markets
- Trained and supervised three retail staff members & 5+ independent contractors

#### Nightshade Contemporary Art Gallery, Littleton, NH · February 2021-February 2022

##### *Owner/Director*

- Scouted 12 artists for one year of month-long exhibitions; curated and installed each exhibition
- Designed, wrote, and implemented all marketing
- Identified and courted local art collectors to increase artists' visibility & sales

## S. Scarlett Moberly | [REDACTED]

### Beal House Inn & Tavern, Littleton, NH · May 2019 – August 2021

#### *Bartender/Bar Manager*

- Provided excellent customer service to wide cross-section of humanity in a fine-dining environment
- Maintained community relationships and reputation of establishment
- Assisted in planning, coordination, set-up & execution of special events ex. tastings, receptions, celebrations, business dinners, etc.

### Art New England Magazine, Boston, MA · November 2018 – June 2019

#### *Assistant Editor & Social Media Manager*

- Wrote & proofread editorial content
- Supported the editor-in-chief and the vice president of publishing
- Managed interns and multiple editorial projects for each issue
- Responsible for content on all social media platforms
- Liaised with gallery owners, museum curators and administrators, writers and advertisers
- Supported and promoted regional artists

### Panorama, Boston's Official Guide, Boston, MA · November 2018 – June 2019

#### *Editorial Assistant & Social Media Manager*

- Conducted & wrote interviews for bi-monthly profiles of culturally prominent Bostonians
- Proofread all issues
- Responsible for content on all social media platforms

### Peabody Essex Museum, Salem, MA · June – August 2018

#### *Exhibitions and Research Intern*

- Research assistant for department curator
- Developed interpretive materials for exhibitions

### IA&A at Hillyer, Washington, DC · August – December 2017

#### *Gallery intern for the non-profit organization International Arts & Artists*

- Responsible for installation of exhibitions, planning and facilitating public programming events
- Assisted in coordinating and executing private events, such as weddings and other receptions
- Co-curated the exhibition *Creative Labor: Selections from the Hechinger Collection*
- Wrote and edited exhibition copy, blog & social media posts, and press releases

### Ammonoosuc Conservation Trust

#### *Keep Growing intern January – May 2013*

- Interviewed farmers, grocers, distributors, and restaurateurs to create a usable map and database of the food system in New Hampshire's North Country, identify gaps, & make recommendations
- Presented research to ACT Board of Trustees and at University of New Hampshire's Undergraduate Research Conference, May 2013

### Thompson House Eatery, Jackson, NH

#### *Head server January - June 2017*

### Wentworth-by-the-Sea, Newcastle, NH

#### *Server June 2015 - June 2016*

### Omni Mt Washington, Bretton Woods, NH

#### *Server November 2013 - June 2015*

## Software

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Microsoft Office Suite, G-Suite, Meta Suite, WildApricot, Bloomerang, Raiser's Edge, Constant Contact, Luminare, Hootsuite, WordPress, Drupal, Squarespace, Canva, Zoom, Mac & PC proficient.

# L O R I M O R A N N

## PROFESSIONAL SUMMARY

Administrator with a demonstrated history of leadership in community health. Skilled in critical thinking, governance, grant writing, grant administration, fiscal and facility management.

## PROFESSIONAL EXPERIENCE

### RECENT PROFESSIONAL EXPERIENCE

#### **Weeks Medical Center • Lancaster, NH • March 2022 to present**

**Grant Administrator; Quality Coordinator** – *Grant Administration to include writing, correspondence, and reporting; Quality Coordination to include Risk Management, Professional Practice Evaluation, Quality Reporting,*

**Upper Connecticut Valley Hospital • Colebrook, NH • January 2022 to March 2022**  
**Contracted Administrator** – *administrative and financial assistance in the closure of Indian Stream Health Center; assistance with transition of the facility to the Rural Health Center of Upper Connecticut Valley Hospital*

#### **Indian Stream Health Center • Colebrook, NH • September 2020 to December 2021**

**Practice Manager** – *Executive leadership; coordination of clinical and administrative activities of 50 staff member, \$3.5 million budgeted Federally Qualified Health Care Center; Direct supervision of administrative staff; management of Accounts Payable*

#### **North Country Community Recreation Center • Colebrook, NH • August 2010 to December 2020**

**Executive Director** – *Financial management, fundraising and grant writing for the \$300,000 budgeted organization; supervision of 12 staff members and 10+ volunteers to promote the organizations mission and provide quality offerings across all programs.*

#### **Tillotson North Country Foundation • Colebrook, NH • 2009 to present**

**Administrator** – *Part time position administering the granting activities of the Foundation*

### PRIOR PROFESSIONAL EXPERIENCE

#### **Upper Connecticut Valley Community Coalition • Colebrook, NH •**

**Administrative Assistant** – *Assist Executive Director in implementation of UCVCC grant writing and support programs*

#### **University of Virginia Medical Center - Department of Neurosurgery - Charlottesville, VA**

**Executive Secretary** – *administrative support of Department Chair, patient scheduling, clerical staff supervision*

**Crouse-Hinds, Inc. – Purchasing Department – Earlysville, VA**  
**Maintenance, Repairs and Operations Buyer –***prepare requests for quote and purchase items for facility and manufacturing support*

**BOARD EXPERIENCE**

**North Country Community Recreation Center• Colebrook, NH• January 2021 to present**

**Volunteer Board Member -** *Treasurer*

**Borders Development Corporation• Colebrook, NH• 2018 to 2020**

**Volunteer Board Member–** *Colebrook Main Street Committee*

**Healthy Eating Active Living - Foundation for Healthy Communities (NH) 2017-2109**

**Steering Committee Member –** *Northern NH representation*

**Indian Stream Health Center• Colebrook, NH• 2018 to 2020**

**Volunteer Board Member –** *Secretary – Governance Chair*

**Two River Ride for Cancer• Colebrook, NH• 2007 to 2023**

**Volunteer Board Member–** *Vice President, Past President*

**Dixville Cemetery Corporation• Dixville, NH• 2012 to present**

**Volunteer Trustee**

**Colebrook Public Library• Colebrook, NH• 2001 to 2013**

**Elected Library Trustee–** *Past Treasurer, Vice Chairman and Chairman*

## **EDUCATION**

**BA • University of Virginia • 1982**

**North Country Leadership 2009**

**Bi State Primary Care Leadership Development 2021 UNH Cooperative**

**Extension Master Gardener • 1997**

## **INTERESTS**

**• Gardening • Hiking and Snowshoeing • Mineral and Gem Exploration •  
Cycling • Floral Design •**

**Lisa Romprey**

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### **PROFESSIONAL SUMMARY**

Experienced healthcare leader with over 25 years of expertise in behavioral health, substance use disorder treatment, and organizational management. A strategic thinker with a deep commitment to enhancing the quality of patient care through effective coordination, clinical leadership, and team collaboration. Proven success in program development, staff supervision, and financial management across clinical settings, including behavioral health and housing services. Skilled in delivering personalized treatment plans and facilitating recovery-focused interventions in both individual and group settings.

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### **EDUCATION**

**Master of Science** | Springfield College, 2002

*Major: Organizational Management and Leadership in Human Services*

**Bachelor of Science** | Plymouth State University, 1990

*Major: Social Work*

### **Certifications & Professional Development**

- Certified Rural Health Clinic Professional (CRHCP), 2023 | NARHC Academy
  - Licensed Alcohol and Drug Counselor, 2022 | Office of Public Licensure NH
  - Passed Masters Licensed Alcohol and Drug Counselor exam need 9 credits.
  - Certified Recovery Support Worker, 2021 | Office of Public Licensure NH
  - Certified Nurses' Aide, 1989
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### **PROFESSIONAL EXPERIENCE**

**North Country Healthcare (NCH) Weeks Medical Center/ Doorway-NCH, Multiple locations**

**Behavioral Health and Substance Use Disorder Practice Manager & Licensed Alcohol and Drug Counselor**

*August 2022 – Present*

- Lead and manage Behavioral Health and Substance Use Disorder programs, coordinating services across multiple departments to ensure program success.
- Conducted comprehensive SUD assessments, including screenings (PHQ-9, DAST, AUDIT) and intakes, while overseeing treatment plans and ensuring proper follow-up.
- Coordinate patient appointments, referrals, insurance verification (Medicaid/Medicare/Private), and case management services.

- Work collaboratively with a multidisciplinary team, including medical providers and case managers, to enhance patient care and ensure seamless discharge planning.
- Monitor progress in treatment, coordinated detox and residential care, and provided ongoing support through referrals to community services.

**Doorway-AVH/North Country Recovery Center/Weeks Medical Center, Littleton, NH  
Behavioral Health Case Manager & Recovery Coach**

*January 2020 – August 2022*

- Delivered Medication-Assisted Treatment (MAT) services, including ASAM screenings, intake assessments, and treatment planning.
- Provided case management services, including coordination of care, group therapy, and discharge planning for individuals with substance use disorders.
- Collaborated with other healthcare providers to ensure continuity of care and recovery.

**The Doorway-LRH, Littleton, NH  
Behavioral Health Case Manager**

*November 2019 – January 2020*

- Conducted intake assessments, including grant State Opioid Response (SOR) grant assessments, treatment planning, and coordinated care services for individuals seeking behavioral health support.

**Crotched Mountain Residential Services, Whitefield, NH  
HUD Program Coordinator & Crotched Mountain Community Care Team Leader**

*December 1996 – November 2019*

- Managed a 24-unit HUD-subsidized property, overseeing maintenance staff and service coordination.
- Developed in-house tenant programs, marketing strategies, and activities to enhance tenant engagement.
- Supervised HUD staff across multiple locations in NH, ME, and NY, managing budgets and coordinating program activities.
- Initiated a private CFI Case Management program and collaborated with DHHS for service transitions and home-based referrals.

**White Mountain Mental Health and Developmental Services, Littleton, NH  
Community Support Services Team Leader & Case Manager**

*October 1991 – December 1996*

- Led and supervised four community-based programs, including case management, housing, family support, and benefits coordination.
- Provided direct supervision, staff training, and policy updates related to state regulations.
- Managed interdisciplinary care planning and service coordination for individuals with severe mental illness and developmental disabilities.

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## **SKILLS**

- Clinical and Behavioral Health Management
- Substance Use Disorder Treatment and Recovery Coaching
- Case Management and Discharge Planning
- Program Development and Staff Supervision
- Financial Management (Budgeting, HUD Oversight)
- Multi-Disciplinary Team Collaboration
- Patient Intake, Assessment, and Referrals
- Treatment Planning and Outcome Tracking
- Compliance with State and Federal Regulations
- Medicaid/Medicare/Private Insurance Coordination

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## **KEY ACCOMPLISHMENTS**

- Successfully managed and grew behavioral health and substance use disorder programs, improving access to care and patient outcomes.
- Led program teams through implementation of evidence-based practices, enhancing clinical effectiveness and patient satisfaction.
- Demonstrated leadership in financial oversight, securing funding, and managing budgets for multiple housing and health service programs.
- Developed and maintained collaborative relationships with community organizations and healthcare providers, ensuring comprehensive care for patients.

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## **REFERENCES**

Available upon request.

# Karen A. Woods, RT R M CT, CRHCP

## **Education**

*Ottawa University*  
Masters in Leadership Online present

*Ottawa University*  
Bachelors in Healthcare Management Online 2015-2017

*New Hampshire Technical Institute*  
Associates in Science / Radiographic Technology 1990-1992

## **Certifications / Licensures**

*ARRT:* 1992-present

- Radiography
- Computed Tomography
- Mammography

*New Hampshire Imaging Board* 2019-present

Certified Rural Health Professional 2022 -present

## **Professional Organizations**

*American Society of Radiologic Technologist* 2002-present

## **Professional Collaborations**

*North Country Health Consortium*  
Board Member 2016-2022 / 2024-present

*NH/VT MGMA*  
Board Chair 2024-present

*Youth Restorative Justice*  
Panel Member 2019-2022

*NH Integrated Delivery Network (IDN)*  
Steering Committee 2016-2022

*Haverhill Area Substance Misuse Prevention Coalition*  
Chairperson 2015-2022

## **Memberships**

*American Society of Radiologic Technologists* 2005-present

## **Professional Highlights / Awards**

*ASRT Imaging Professionals of the Year* 2006

*N.H. Business Review's:*  
*Business Excellence Award* 2020

Top New Hampshire 200 Business Leaders 2025

## **Health Care Project Management / Project Lead Experience**

PACS Digital Image System Implementation  
2005

Rural Health Clinic Building Lead  
2015

New Website Customization  
2020

Inpatient Unit Renovation Lead  
2016

Electronic Medical Record (EMR)  
Implementation  
2018

## **Work History**

### **Vice President of Physician Practices**

**2022 - Present**

Weeks Medical Center

Lancaster, NH

- Member of executive team.
- Provide administrative operational oversight and budgetary governance for several outpatient health clinics.
- Mentor Department Managers in operations, financial processes, regulatory needs, and human resource management.
- Monitor CMS readiness.
- Review, analyze, and interpret profit and loss statements; investigate fiscal incongruities.
- Monitor quality measures, outcomes, and performance improvements. ACO liaison.
- Serve as strategic advisor on operational matters, align department strategies to organization's strategic plan.
- Work with medical directors to ensure enhanced patient experience and promote best practice.
- Monitor business plan effectiveness.
- Create, monitor, and maintain budgets for several departments.
- Lead Department Managers to develop high-performing teams that collaborate towards organization's goals.
- Co-chair of Provider Leadership Council
- Management of Provider Team (50 providers): Primary Care, Pediatrics, Care Management, Pain Management, General Surgery, Vascular Medicine, Cardiology, Orthopedics, Behavioral Health, Wound Specialists, Sleep Medicine, Pulmonology, Dermatology, Palliative Care, and Substance Use Disorder.

### **Administrative Director**

**2015 - 2022**

Cottage Hospital

Woodville, NH

- Member of executive team.
- Provide administrative operational oversight and budgetary governance for several departments to include: Diagnostic Imaging, Physical and Occupational Therapy, Laboratory, Specialty Clinics, Orthopedics, Dermatology, Cardiology, Mental Health, Pain Management, Endocrinology, Gastroenterology, General Surgery, and Podiatry, Primary Care in a Rural Health Clinic (RHC) setting, Facilities Management, Life Safety, and Environmental Services.
- Mentor Department Directors of above outlined specialties in operations, financial processes, regulatory needs, and human resource management.
- Monitor CMS readiness for above departments.
- Review, analyze, and interpret profit and loss statements; investigate fiscal incongruities.
- Monitor quality measures, outcomes, and performance improvements.
- Serve as strategic advisor on operational matters, align department strategies to organization's strategic plan.
- Work with medical directors of departments to ensure enhanced patient experience and promote best practice.
- Monitor business plan effectiveness.
- Create, monitor, and maintain budgets for several departments.
- Lead Department Directors to develop high-performing teams that collaborate towards organization's goals.
- Organize and direct several capital improvement projects across organization.

- Project lead:
  - EMR transition
  - Construction of Medical Art Building: 16,000 sq. foot RHC
  - Renovation of inpatient unit
  - Website design
  - ACO
- Planning Section Chief for pandemic Incident Command.
- Wrote and secured a USDA grant.
- Completed a certificate of need for renovation project.
- Created Emergency Preparedness Plan for RHC.
- Community Benefit Reporting and Community Needs Assessment.

**Director of Radiology / PACS Administrator**

**2008-2015**

Cottage Hospital

Woodsville, NH

- Continued Chief Mammographer responsibilities.
- Continued PACS Administrator responsibilities.
- Created staffing schedules.
- Maintained CMS survey readiness.
- Developed policies and procedures to ensure compliance with federal, state, and local law and regulations.
- Ensured safe use of equipment by staff; ensured radiation safety.
- Maintained dosimetry program.
- Hire and counsel staff.
- Monitored profit and loss across modalities.
- Completed regular quality control measures for equipment across department.
- Scheduled equipment for preventative maintenance, services, and physicist inspections.
- Created business initiatives to increase program utilization.
- Created operational budgets for each modality.
- Identified and led capital project needs of each modality.
- Acted as liaison between community providers and radiology services.
- Maintained department documents for staff and equipment.

**Assistant Manager of Radiology / Chief Mammographer**

**2006-2008**

Cottage Hospital

Woodsville, NH

- Continued staff technologist and associated duties.
- Continued PACS Administrator and associated duties.
- Mammography Charge responsible for:
  - Policies and procedure
  - QC
  - ACR inspections
  - MQSA inspections
- Assistant Manager responsible for:
  - Staff scheduling
  - Department safety
  - Equipment PM schedules
  - Staff competencies
  - Back up to Director

**PACS Administrator**

**2005-2015**

Cottage Hospital

Woodsville, NH

- Continued staff technologist and associated duties.
- Project lead on PACS implementation for facility.
- Ensured optimal operation of archiving system; system monitoring and maintenance.
- Investigate and address any image issues.
- Trained staff and providers on use of system.
- Liaison with area providers to install access to PACS from offices.

**Staff Technologist**

**2002-2005**

Cottage Hospital

Woodsville, NH

- Performed quality imaging.
- Practiced radiation safety.
- Maintained competency in radiography, computed technology, and mammography.
- Promoted exceptional patient experiences / focused on high patient satisfaction.
- Mentored radiology students.

**Staff Technologist**

**1992-2004**

Northeastern Vermont Regional Hospital

St. Johnsbury, VT

- Performed quality imaging.
- Practiced radiation safety.
- Maintained competency in radiography, computed technology, and mammography.
- Managed mammography Ladies First program responsibilities.
- Promoted exceptional patient experiences / focused on high patient satisfaction.

**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:**

**Weeks Medical Center**

<b>NAME</b>	<b>JOB TITLE</b>	<b>ANNUAL AMOUNT PAID FROM THIS CONTRACT</b>	<b>ANNUAL SALARY</b>
Karen Woods	Vice President of Physician Practices	\$3,763.20	\$163,072.00
Lisa Romprey	Practice Manager Behavioral Health and Substance Use Disorder	\$50,314.00	\$100,630.00
Laurie Collins	Assistant Practice Manager Behavioral Health and Substance Use Disorder	\$41,423.00	\$81,910.00
Lydia McKenzie	Medication Assisted Therapy Provider	\$140,161.00	\$280,322.00
Selena Marquis	Licensed Alcohol and Drug Counselor	\$64,376.00	\$64,376.00
Vacant	Licensed Alcohol and Drug Counselor	\$58,500.00	\$117,000.00
Vacant	Registered Nurse Navigator	\$46,800.00	\$93,600.00
Scarlett Moberly	Grant Administrator	\$2,167.00	\$75,109.00
Lori Morann	Quality Coordinator	\$2,734.00	\$94,786.00