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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 Wentworth-Douglass Hospital (VC# 177187-B001), Dover, 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 $7,163,000, 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. 85.16% Federal Funds. 14.84% 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	$712,500
2026	074-500589	Welfare Assistance	92057070	$237,500
2026	074-500589	Welfare Assistance	TBD	$712,500
2027	074-500589	Welfare Assistance	TBD	$237,500
			Subtotal	***$1,900,000***

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount

2025	074-500589	Welfare Assistance	92057066	$200,000
2025	074-500589	Welfare Assistance	92057070	$1,500,000
2026	074-500589	Welfare Assistance	92057070	$500,000
2026	074-500589	Welfare Assistance	TBD	$1,500,000
2027	074-500589	Welfare Assistance	TBD	$500,000
			Subtotal	***$4,200,000***

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	92058501	$413,000
2026	102-500731	Contracts for Prog Svc	92058501	$162,000
2026	102-500731	Contracts for Prog Svc	92058501	$488,000
			Subtotal	***$1,063,000***
			Total	**7,163,000**

EXPLANATION

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

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

Shared pool funding will remove barriers to care that often prevent people from accessing emergent needs. Emergent needs include resources for individuals awaiting treatment and recovery services when care is not yet available; peer recovery support services; costs associated

with obtaining or retaining safe housing; childcare that permits parents and caregivers to attend treatment and recovery-related appointments and programming; and coordination of transportation to and from recovery-related medical appointments.

Approximately 1,800 individuals will be served annually.

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

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

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

Area served: Statewide

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

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

Respectfully submitted,

for Lori A. Weaver
Commissioner

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

Subject: Doorway for Substance Use-Related Supports and Services (SS-2025-DBH-27-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 Wentworth-Douglass Hospital		1.4 Contractor Address 789 Central Avenue, Dover, NH 03820	
1.5 Contractor Phone Number 603-724-5252	1.6 Account Unit and Class TBD	1.7 Completion Date 9/29/26	1.8 Price Limitation $7,163,000 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: Darin Roark 2F82E8080CE045A... Date: 3/5/2025		1.12 Name and Title of Contractor Signatory Darin Roark President and COO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442... Date: 3/5/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 4873484494A460... On: 3/6/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: Initial DR
Date: 3/5/2025

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.

Initial
DR
Contractor Initials
Date 3/5/2025

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
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Contractor Initials
Date 3/5/2025

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.

Initial
DR
Contractor Initials
Date 3/5/2025

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

1.1.6. SAMHSA publications for professional care providers, including:

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

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

1.1.6.3. Harm Reduction Framework; and

1.1.6.4. Overdose Prevention and Response Toolkit;

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

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

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

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

1.2.1. Hours of operation that include:

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

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

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

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

1.3.1. Pregnant, postpartum, and parenting individuals.

1.3.2. Veterans and service members.

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

1.3.4. Older adults.

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

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

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

1.4.2. Provide:

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

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

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

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

1.4.2.4.1. Assessment and history of the crisis state;

1.4.2.4.2. Mental health status exam and disposition; and

1.4.2.4.3. Development of plans for safety;

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

1.4.2.5.1. Address all ASAM criteria dimensions;

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

1.4.2.5.3. Include identification of the individual's strengths;

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

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

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

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

1.4.2.6.2. Suicide Prevention and Crisis Lifeline, 988; or

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

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

1.4.2.7.1. Resources for prevention and awareness;

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

1.4.2.7.3. Peer recovery support services;

1.4.2.7.4. Physical and mental health supports and services; and

1.4.2.7.5. Social supports that promote and sustain wellness;

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

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

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

1.4.2.11. Continuous care coordination which includes:

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

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

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

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

1.4.2.12. Naloxone kits and information; as appropriate;

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

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

1.4.3.2. Identifies:

1.4.3.2.1. Initial ASAM level of care;

1.4.3.2.2. Supportive service needs including:

1.4.3.2.2.1. Physical, mental, and behavioral health;

1.4.3.2.2.2. Peer recovery support;

1.4.3.2.2.3. Social services; and

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

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

1.4.3.4. Includes actionable objectives to meet identified goals;

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

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

1.4.3.5.2. Recovery support services, as appropriate;

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

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

1.4.3.5.5. Continuous reassessment for level of care.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.14.1. Enhanced service coverage areas;

1.14.2. Services to reduce emergency room use;

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

1.14.4. Increasing access to medications for SUD.

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

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

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

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

1.16.1. Ensure protection of PHI;

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

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

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

1.16.4.1. Demographics of the individual receiving care;

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

1.16.4.3. Services rendered to the individual receiving care;

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

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

1.16.4.6. Other services offered or provided to the individual.

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

1.17.1. Privacy notices.

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

1.17.3. Conflict of interest and financial assistance documentation.

1.17.4. Referrals and evaluation from other providers.

1.17.5. Complaints and grievances.

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

1.18.1. Municipal leaders;

1.18.2. Regional Public Health Networks;

1.18.3. The NH Harm Reduction Coalition;

1.18.4. Primary and behavioral health care providers;

1.18.5. Social services providers; and

1.18.6. Other stakeholders, as appropriate.

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

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

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

1.21. Medications for Opioid Use Disorder (MOUD) Services

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

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) Physician or Advanced Registered Nurse Practitioner (ARNP), with a prescribing role;

1.21.4.2. One (1) Behavioral Health Therapist;

1.21.4.3. One (1) Recovery Coach or Certified Recovery Support Worker; and

1.21.4.4. One (1) Medical Assistant.

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

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

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

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

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

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

1.21.6.1. Diagnostic clarification;

1.21.6.2. Initiation of pharmacotherapy; and

1.21.6.3. General treatment recommendations.

1.22. Data Collection and Reporting

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

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

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

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

1.22.3.1. Doorway Services:

1.22.3.1.1. Call counts;

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

1.22.3.1.3. Reason for visit types;

1.22.3.1.4. Count of clinical evaluations;

1.22.3.1.5. Count of referrals made and type;

1.22.3.1.6. Naloxone distribution;

1.22.3.1.7. Referral statuses;

1.22.3.1.8. Recovery monitoring contacts;

1.22.3.1.9. Service wait times;

1.22.3.1.10. Flexible Needs Funds (FNF) utilization;

1.22.3.1.11. Respite shelter utilization; and

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

1.22.3.2. MOUD Services:

1.22.3.2.1. Number of Doorway clients receiving MOUD;

1.22.3.2.2. Number and type of MOUD services provided;

1.22.3.2.3. Demographic information for individuals receiving MOUD; and

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

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

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

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

1.22.4.3. Naloxone distribution.

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

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

1.23. Contract Management

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

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

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

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

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

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

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

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

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

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

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

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

1.23.10.3. Scheduled access to Contractor principals and staff.

1.24. Government Performance and Results Act (GPRA)

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

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

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

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

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

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

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

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

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

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

1.24.3.3.2. Identifying needs.

1.24.3.3.3. Assisting the individual with addressing identified needs.

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

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

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

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

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

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

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

1.24.4.3. Upon discharge from the initially referred service.

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

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

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

1.24.5.3. Upon discharge from the initially referred service.

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

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

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

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

1.25. State Opioid Response (SOR) Grant Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

1.25.4.1.1. Internal policies for the distribution of test strips;

1.25.4.1.2. Distribution methods and frequency; and

1.25.4.1.3. Other key data as requested by the Department.

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

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

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

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

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

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

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

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

1.26. Staffing

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

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

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

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

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

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

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

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

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

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

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

1.26.8.1. For all clinical staff:

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

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

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

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

1.26.8.1.5. Ethics, within 12 months of hire.

1.26.8.1.6. Annual continuous education regarding substance use.

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

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

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

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

1.26.8.2.4. Ethics, within 12 months of hire.

1.26.8.2.5. Annual continuous education regarding substance use.

1.26.8.3. Student Interns:

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

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

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

1.26.9.1. Contract requirements and associated policies; and

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

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

1.27. Background Checks

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

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

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

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

1.28. Confidential Data

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

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

1.29. Privacy Impact Assessment

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

1.29.1.1. How PII is gathered and stored;

1.29.1.2. Who will have access to PII;

1.29.1.3. How PII will be used in the system;

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

1.29.1.5. Privacy practices.

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

1.30. Department Owned Devices, Systems and Network Usage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.31. Contract End-of-Life Transition Services

1.31.1. General Requirements

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

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

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

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

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

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

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

1.31.2. Completion of Transition Services

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

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

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

1.31.3. Disagreement over Transition Services Results

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

2. Exhibits Incorporated

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

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor must submit:

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

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

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

4. Records

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

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

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

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

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

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

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

recover such sums from the Contractor.

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

Payment Terms

1. This Agreement is funded by:
   1.1. 85.16% 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. 14.84% Other funds (Governor's Commission).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Doorway Services Budget through Exhibit C-2, MOUD Services Budget.
4. The Contractor must seek payment for services in the following order
   4.1. First, if applicable, the Contractor shall charge the client's private insurance.
   4.2. Second, if applicable, the Contractor shall charge Medicare.
   4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
      4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
      4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   4.4. Fourth, the Contractor shall charge the client in accordance with the Contractor's Sliding Fee Scale Program.
   4.5. Lastly, if any portion of the amount specified in the Contractor's Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor may be eligible to receive reimbursment for expenses incurred in the fulfillment of this Agreement and in accordance with Exhibit B, Scope of Services, Sections 1.9, 1.10, and 1.11. This Agreement is one (1) of nine (9) individual Agreements with Contractors providing Doorway services with a total

shared price limitation that shall not exceed $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;

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

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

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

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

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

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

6.2.5. Cost center reports;

6.2.6. Profit and loss report;

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

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

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

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

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

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

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

9. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

10. Audits

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

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

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

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

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

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

10.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

10.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within 60 days.

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

Exhibit C-1, Doorway Services Budget

New Hampshire Department of Health and Human Services

Contractor Name: *Wentworth-Douglass Hospital*

Budget Request for: *DOORWAY SERVICES: September 20, 2024 through September 29, 2026*

Indirect Cost Rate (if applicable) 4.37%

Line Item	9/30/24-6/30/25 Total Program Cost	9/30/24-6/30/25 Program Cost - Contractor Share/ Match	9/30/24-6/30/25 Program Cost - Funded by DHHS	7/1/25-9/29/25 Total Program Cost	7/1/25-9/29/25 Program Cost - Contractor Share/ Match	7/1/25-9/29/25 Program Cost - Funded by DHHS	9/30/25-6/30/26 Total Program Cost	9/30/25-6/30/26 Program Cost - Contractor Share/ Match	9/30/25-6/30/26 Program Cost - Funded by DHHS	7/1/26-9/29/26 Total Program Cost	7/1/26-9/29/26 Program Cost - Contractor Share/ Match	7/1/26-9/29/26 Program Cost - Funded by DHHS
1. Salary & Wages	$529,417	$109,417	$420,000	$176,413	$36,413	$140,000	$547,875	$115,275	$432,600	$182,625	$38,425	$144,200
2. Fringe Benefits	$127,060	$26,260	$100,800	$42,339	$8,739	$33,600	$130,872	$27,048	$103,824	$43,609	$9,001	$34,608
3. Consultants	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$1,194	$1,000	$194	$433	$333	$100	$1,195	$1,000	$195	$433	$333	$100
5.(b) Supplies - Lab	$5,000	$4,500	$500	$1,600	$1,500	$100	$5,000	$4,500	$500	$1,600	$1,500	$100
5.(c) Supplies - Pharmacy	$368,000	$330,000	$38,000	$123,315	$110,000	$13,315	$368,000	$345,000	$23,000	$123,315	$115,000	$8,315
5.(d) Supplies - Medical	$5,000	$4,500	$500	$1,600	$1,500	$100	$5,000	$4,500	$500	$1,600	$1,500	$100
5.(e) Supplies - Office	$5,000	$1,500	$3,500	$1,000	$500	$500	$5,000	$1,750	$3,250	$1,000	$500	$500
6. Travel	$1,000	$500	$500	$367	$167	$200	$1,000	$525	$475	$367	$167	$200
7. Software	$2,500	$2,000	$500	$767	$667	$100	$2,500	$2,000	$500	$767	$667	$100
8. (a) Other - Marketing/Communications	$500	$350	$150	$217	$117	$100	$500	$400	$100	$217	$157	$60
8. (b) Other - Education and Training	$5,500	$2,500	$3,000	$1,933	$833	$1,100	$5,200	$2,500	$2,700	$1,932	$1,000	$932
8. (c) Other - Other (specify below)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Contingency Management	$100	$100	$0	$100	$100	$0	$100	$100	$0	$100	$100	$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
Total Direct Costs	$1,050,271	$482,627	$567,644	$350,084	$160,869	$189,215	$1,072,242	$504,598	$567,644	$357,565	$168,350	$189,215
Total Indirect Costs	$32,356	$0	$32,356	$10,785	$0	$10,785	$32,356	$0	$32,356	$10,785	$0	$10,785
Subtotals	$1,082,627	$482,627	$600,000	$360,869	$160,869	$200,000	$1,104,598	$504,598	$600,000	$368,350	$168,350	$200,000
										TOTAL		$1,600,000

Initial: DR

Contractor Initials: 3/5/2025

Date:

Exhibit C-2, MOUD Services Budget

New Hampshire Department of Health and Human Services

Contractor Name: *Wentworth-Douglass Hospital*

Budget Request for: *MOUD SERVICES: September 20, 2024 through September 29, 2026*

Indirect Cost Rate (if applicable) 5.70%

	9/30/24-6/30/25			7/1/25-9/29/25			9/30/25-6/30/26			7/1/26-9/29/26		
Line Item	Total Program Cost	Program Cost - Contractor Share/ Match	Program Cost - Funded by DHHS	Total Program Cost	Program Cost - Contractor Share/ Match	Program Cost - Funded by DHHS	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	$85,834	$0	$85,834	$28,611	$0	$28,611	$85,834	$0	$85,834	$28,611	$0	$28,611
2. Fringe Benefits	$20,600	$0	$20,600	$6,867	$0	$6,867	$20,600	$0	$20,600	$6,867	$0	$6,867
3. Consultants	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(e) Supplies - Office	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
6. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7. Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
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
Total Direct Costs	$106,434	$0	$106,434	$35,478	$0	$35,478	$106,434	$0	$106,434	$35,478	$0	$35,478
Total Indirect Costs	$6,066	$0	$6,066	$2,022	$0	$2,022	$6,066	$0	$6,066	$2,022	$0	$2,022
Subtotals	$112,500	$0	$112,500	$37,500	$0	$37,500	$112,500	$0	$112,500	$37,500	$0	$37,500
										TOTAL		$300,000

Initial

DR

Contractor Initials: ____

Date: 3/5/2025

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

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

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

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

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

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

New Hampshire Department of Health and Human Services
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SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).

14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

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

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

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

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

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

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

SECTION F: CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any sub award or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC. Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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

FORM A

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

1. The UEI (SAM.gov) number for your entity is: NNJKUNJBLHA7

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

   X NO _____ YES

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

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

   _____ NO _____ YES

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Name: MGB-Wentworth Douglass Hospital

3/5/2025
Date:

Signed by: Darin Roark
ZF02EC9B8CC045A...
Name: Darin Roark
Title: President and COO

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

Initial

Contractor Initials DR

Date 3/5/2025

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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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.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

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

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

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

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

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

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

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

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

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

(2) Business Associate Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

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

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

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

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

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

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

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

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	MGB-Wentworth Douglass Hospital
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D06B04C63442...	Signed by: Darin Roark 2F82EB008CE045A...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Darin Roark
Name of Authorized Representative	Name of Authorized Representative
Director	President and COO
Title of Authorized Representative	Title of Authorized Representative
3/5/2025	3/5/2025
Date	Date

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Contractor Initials _____

3/5/2025

Date _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WENTWORTH-DOUGLASS HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 09, 1905. 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: **68727**

Certificate Number: **0007039479**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of February A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Anne Jamieson, hereby certify that:

1. I am a duly elected Chairman of the Board ("Officer") of Wentworth-Douglass Hospital.

2. The following is a true copy of an electronic vote taken of the Wentworth-Douglass Hospital Board of Trustees on March 3, 2025.

VOTED: That Darin Roark, President & COO, is duly authorized on behalf of Wentworth-Douglass Hospital (the "Corporation") to enter into a Contract Renewal Agreement with the State of New Hampshire Department of Health and Human Services to operate the "Doorway" and provide services through September 29, 2026; any of its agencies or departments relative to the contract renewal, 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 judgment be desirable or necessary to affect 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 amendment to which this Certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this Certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/3/25

Signature of Elected Officer
Name: Anne Jamieson
Title: Chairman of the Board

crico

1325 Boylston Street · Boston, MA 02215
t 617.450.5500 f 617.450.8299
www.rmf.harvard.edu

February 3, 2025

State of New Hampshire

DHHS, 129 Pleasant St.

Concord NH 03301

To Whom It May Concern:

Per the attached Blanket Additional Insured Endorsement ("BAIE") issued by the Controlled Risk Insurance Company of Vermont, Inc, (a risk retention group), Additional Insured coverage is hereby provided to the following party(ies), in connection with the relevant Insured Contract:

Additional Insured(s): ***State of New Hampshire, Department of Health and Human Services***

For the effective date, time period, and purpose of this BAIE, please refer to the relevant Insured Contract.

Wentworth Douglas Hospital is participating in a State Opioid Response Grant with the State of New Hampshire Department of Health and Human Services.

The following are details for the General Liability insurance policy, issued by the Controlled Risk Insurance Company of Vermont, Inc, (a risk retention group), to which the party(ies) has(have) been added as an Additional Insured(s):

Named Insured: ***Mass General Brigham Inc.***

Policy Number: ***PART-CRREC-C-GLPPL-2025***

Policy Limits: $5,000,000 Per Claim and No Capped Annual Aggregate, or the limits that are required by the relevant Insured Contract, whichever is less.

Note: This document is provided for informational purposes only; please reference the Blanket Additional Insured Endorsement for exact policy language.

CRICO (A RECIPROCAL RISK RETENTION GROUP)
BURLINGTON, VERMONT

Medical Professional Liability and General Liability Policy

Blanket Additional Insured Endorsement

Named Insured:	MASS GENERAL BRIGHAM INCORPORATED	Policy Effective Date:	01/01/2025
Policy No:	PART-CRREC-C-GLPL-2025	Endorsement No:	10

This Endorsement modifies the General Liability Policy.

Section V of the General Liability Policy, DEFINITIONS, is amended to add the following:

Additional Insured means a person, organization, or entity that the **Named Insured** has agreed in an **Insured Contract** to be named as an additional insured. Each **Additional Insured** shall be an **Insured** under this policy, but only with respect to liability for **Bodily Injury** Liability (Coverage A) or **Property Damage** Liability (Coverage B) caused by:

1. the negligence of the **Named Insured**; or
2. the negligence of others acting on behalf of the **Named Insured**.

Section IV of the General Liability Policy, PERSONS INSURED, is amended to add the following:

F. Any **Additional Insured**, but subject to the following:

The insurance afforded to an **Additional Insured** pursuant to this Endorsement:

1. Applies only to the extent permitted by law;
2. Applies only to a **Claim** resulting from an **Event** occurring within the **Policy Territory**, and subsequent to the Endorsement Effective Date;
3. Will not be broader than that which the **Named Insured** is required by the **Insured Contract** to provide to such **Additional Insured**.

The applicable limit of the Company's liability for a **Claim** shall not be increased by the inclusion of one or more **Additional Insureds**. Regardless of the number of **Claims** made, **Suits** brought, **Insureds**, **Additional Insureds**, persons injured, or persons asserting **Claims**, the limit of liability applicable to each **Claim** arising out of an **Event** is the amount required or evidenced by the **Insured Contract** or $5,000,000, whichever is less. This amount is the most the **Company** will pay on behalf of the **Insureds**, **Additional Insureds**, and the **Named Insured** combined for all **Damages** and all **Claims Expense** for a **Claim**.

The **Company** hereby waives its rights of subrogation against such **Additional Insured**, but only to the extent any such subrogation is required by the **Insured Contract**.

All other terms and conditions, including but not limited to all obligations and all Exclusions, of the General Liability Policy shall remain unchanged by this Endorsement.

Terms appearing in bold in this Endorsement shall have the same meaning as the definition of that term in the General Liability Policy which this Endorsement modifies.

Notice: The Policy and this endorsement are issued by a risk retention group. A risk retention group may not be subject

to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for risk retention groups.

IN WITNESS WHEREOF the Company has caused this Endorsement to be signed by its duly authorized representative.

Duly Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/31/2025

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Safety National Casualty Corporation — 15105
INSURED Mass General Brigham Incorporated Attn: Timothy Murray 399 Revolution Drive, Suite 705 Somerville, MA 02145	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W37636384 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SP4067824	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,500,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,500,000
							E.L. DISEASE - POLICY LIMIT	$ 2,500,000

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

$2,500,000 Per Occurrence , $1,000,000 Self-Insured Retention

For Division/Location: Boston

RE: Mass General Brigham Inc. (Wentworth-Douglass Hospital) is working with the State of NH Department of Health and Human Services

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Health and Human Services 129 Pleasant St. Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patricia A Forry

Mass General Brigham
Wentworth-Douglass Hospital

Mission Statement

We partner with individuals and families to attain their highest level of health.

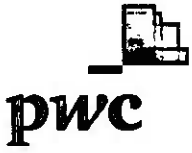
Vision Statement

Wentworth-Douglass Hospital will be the regional hub for health care services on the Seacoast of New Hampshire and York County, Maine. We will be recognized for the breadth of clinical services provided, the quality of clinical outcomes, and the value of health care services delivered.

Mass General Brigham Incorporated and Affiliates

Consolidated Financial Statements
September 30, 2024 and 2023

Mass General Brigham Incorporated and Affiliates
Index
September 30, 2024 and 2023



Report of Independent Auditors

To the Board of Directors of
Mass General Brigham Incorporated

Opinion

We have audited the accompanying consolidated financial statements of Mass General Brigham Incorporated (the Company) and its affiliates, which comprise the consolidated balance sheets as of September 30, 2024 and 2023, and the related consolidated statements of operations, of changes in net assets and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

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

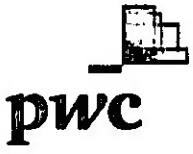
Basis for Opinion

We conducted our audit in accordance with the auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and its affiliates 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 Company and its affiliates' ability to continue as a going concern for one year after the date the consolidated financial statements are issued.



Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud many 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 US GAAS, we:

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

PricewaterhouseCoopers LLP

Boston, Massachusetts
December 18, 2024

Mass General Brigham Incorporated and Affiliates
Consolidated Balance Sheets
September 30, 2024 and 2023

(in thousands of dollars)	2024	2023
Assets		
Current assets		
Cash and equivalents	$ 105,924	$ 279,459
Investments	4,479,974	3,397,634
Current portion of investments limited as to use	3,651,727	3,505,987
Patient accounts receivable, net	1,731,496	1,638,306
Research grants receivable, net	248,415	228,117
Other current assets	1,205,371	946,875
Total current assets	11,422,907	9,996,378
Investments limited as to use, less current portion	6,443,033	5,440,702
Long-term investments	3,138,592	2,713,547
Property and equipment, net	7,471,740	6,777,363
Right-of-use operating lease assets	920,702	1,024,336
Other assets	2,360,443	2,722,977
Total assets	$ 31,757,417	$ 28,675,303
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term obligations	$ 353,249	$ 481,130
Accounts payable and accrued expenses	1,426,104	1,305,876
Accrued medical claims and related expenses	258,520	192,435
Accrued employee compensation and benefits	1,281,714	1,150,128
Current portion of operating lease obligations	203,879	207,671
Unexpended funds on research grants	369,851	377,730
Total current liabilities	3,893,317	3,714,970
Accrued professional liability	573,796	576,038
Accrued employee benefits	891,868	718,087
Interest rate swaps liability	139,170	67,075
Accrued other	463,907	331,166
Operating lease obligations, less current portion	598,065	696,740
Long-term obligations, less current portion	5,837,579	5,469,626
Total liabilities	12,397,702	11,573,702
Commitments and contingencies		
Net assets		
Without donor restrictions	15,413,590	13,362,445
With donor restrictions	3,946,125	3,739,156
Total net assets	19,359,715	17,101,601
Total liabilities and net assets	$ 31,757,417	$ 28,675,303

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

Mass General Brigham Incorporated and Affiliates
Consolidated Statements of Operations
Years Ended September 30, 2024 and 2023

(in thousands of dollars)	2024	2023
Operating revenues		
Net patient service revenue	$ 13,439,956	$ 12,792,586
Premium revenue	2,169,968	1,518,556
Direct research and nonresearch sundry revenue	2,240,832	2,066,518
Indirect research and nonresearch sundry revenue	659,918	641,492
Other revenue	2,039,604	1,807,885
Total operating revenues	20,550,278	18,827,037
Operating expenses		
Employee compensation and benefit expenses	10,264,778	9,659,280
Supplies and other expenses	5,540,276	4,976,156
Medical claims and related expenses	1,505,038	1,086,589
Direct research and nonresearch sundry expenses	2,240,832	2,066,518
Depreciation and amortization expenses	778,337	774,563
Interest expense	175,279	168,765
Total operating expenses	20,504,540	18,731,871
Income from operations	45,738	95,166
Nonoperating gains (loss)		
Income from investments	1,950,070	962,128
Change in fair value of interest rate swaps	(84,228)	130,393
Other nonoperating expenses	(38,624)	(115,822)
Research and nonresearch sundry gifts net of spending	(48,187)	(68,062)
Nonservice related pension income	222,910	233,827
Total nonoperating gains, net	2,001,941	1,142,464
Excess of revenues over expenses	2,047,679	1,237,630
Other changes in net assets		
Funds utilized for property and equipment	434,073	54,110
Change in funded status of defined benefit plans	(445,729)	476,211
Other changes in net assets	15,122	16,692
Increase in net assets without donor restrictions	$ 2,051,145	$ 1,784,643

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

Mass General Brigham Incorporated and Affiliates
Consolidated Statements of Changes in Net Assets
Years Ended September 30, 2024 and 2023

(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Net assets at September 30, 2022	$ 11,577,802	$ 3,047,475	$ 14,625,277
Increases (decreases)			
Income from operations	95,166	-	95,166
Income from investments	962,128	127,629	1,089,757
Change in fair value of interest rate swaps	130,393	-	130,393
Other nonoperating (expenses) income	(115,822)	589,157	473,335
Research and nonresearch sundry gifts net of spending	(68,062)	-	(68,062)
Nonservice related pension income	233,827	-	233,827
Funds utilized for property and equipment	54,110	(28,088)	26,022
Change in funded status of defined benefit plans	476,211	-	476,211
Other changes in net assets	16,692	2,983	19,675
Change in net assets	1,784,643	691,681	2,476,324
Net assets at September 30, 2023	13,362,445	3,739,156	17,101,601
Increases (decreases)			
Income from operations	45,738	-	45,738
Income from investments	1,950,070	356,508	2,306,578
Change in fair value of interest rate swaps	(84,228)	-	(84,228)
Other nonoperating (expenses) income	(38,624)	240,919	202,295
Research and nonresearch sundry gifts net of spending	(48,187)	-	(48,187)
Nonservice related pension income	222,910	-	222,910
Funds utilized for property and equipment	434,073	(393,305)	40,768
Change in funded status of defined benefit plans	(445,729)	-	(445,729)
Other changes in net assets	15,122	2,847	17,969
Change in net assets	2,051,145	206,969	2,258,114
Net assets at September 30, 2024	$ 15,413,590	$ 3,946,125	$ 19,359,715

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

Mass General Brigham Incorporated and Affiliates
Consolidated Statements of Cash Flows
Years Ended September 30, 2024 and 2023

(in thousands of dollars)	2024	2023
Cash flows from operating activities		
Change in net assets	$ 2,258,114	$ 2,476,324
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Change in funded status of defined benefit plans	445,729	(476,211)
Gain on refunding of debt	(7,010)	-
Change in fair value of interest rate swaps	84,228	(130,393)
Depreciation and amortization	778,337	774,563
Amortization of bond discount, premium and issuance costs	(11,164)	(10,646)
Loss (gain) on disposal of property	324	(13,086)
Change in right-of-use operating lease assets	120,409	174,612
Net realized and unrealized change in investments	(2,570,863)	(1,266,094)
Donor restricted contributions and investment income	(292,309)	(239,437)
Cash premium received upon issuance of bonds	34,049	-
Increases (decreases) in cash resulting from a change in		
Patient accounts receivable	(93,190)	(199,894)
Other assets	(371,302)	(466,316)
Accounts payable and other accrued expenses	378,627	241,617
Accrued medical claims and related expenses	66,085	73,198
Operating lease obligations	(119,242)	(166,138)
Settlements with third-party payers	185,245	(13,271)
Net cash provided by operating activities	886,067	758,828
Cash flows from investing activities		
Purchases of property and equipment	(1,492,907)	(1,098,913)
Proceeds from sale of property	1,392	14,696
Purchase of investments	(1,734,338)	(2,273,363)
Proceeds from sales of investments	1,649,745	2,550,984
Net cash used for investing activities	(1,576,108)	(806,596)
Cash flows from financing activities		
Borrowings under taxable commercial paper	-	169,885
Repayments of borrowings under taxable commercial paper	(119,870)	(50,015)
Borrowings under lines of credit	270,000	-
Repayments of borrowings under lines of credit	(270,000)	-
Payments on long-term obligations	(110,891)	(106,306)
Proceeds from long-term obligations	524,802	100,230
Deposits into refunding trusts	(69,844)	(219,923)
Donor restricted contributions and investment income	292,309	239,437
Net cash provided by financing activities	516,506	133,308
Net (decrease) increase in cash and equivalents	(173,535)	85,540
Cash and equivalents		
Beginning of year	279,459	193,919
End of year	$ 105,924	$ 279,459
Noncash purchases of property and equipment in accounts payable and accrued expenses	$ 110,631	$ 129,552

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

(in thousands of dollars)

1. Organization and Community Benefit Commitments

Mass General Brigham Incorporated (the Company) is the parent organization and sole corporate member of numerous organizations whose financial condition and operations are described in these consolidated financial statements. The terms Mass General Brigham, We, Our or Us as used herein, unless otherwise stated or indicated by context, refer collectively to the Company and its affiliated organizations.

Mass General Brigham operates academic medical centers, community acute care hospitals, inpatient and outpatient mental health services facilities, urgent care centers, facilities that provide rehabilitation medicine and long-term care services, physician organizations, home health services, nursing homes and a graduate level program for health professions. Our mission is to provide world class health care services to the local communities in which we operate as well as to patients across the United States and the world. In addition, we are a nonuniversity-based nonprofit private medical research enterprise and a principal teaching affiliate of the medical and dental schools of Harvard University. Our licensed, not-for-profit managed care organization (Mass General Brigham Health Plan, Inc.) and licensed, for-profit insurance company (Mass General Brigham Health Insurance Company) (collectively referred to as the Health Plan) provide health insurance products and administrative services to the Massachusetts Medicaid program (MassHealth), Medicare Advantage program, ConnectorCare (a state subsidized program for adults who meet income and immigration guidelines) and commercial populations.

Community Health

Under Mass General Brigham's *United Against Racism* system-wide initiative, the Health Equity & Community Health programs aims to make measurable, impactful and sustainable improvements in clinical equity for our patients, along with better health outcomes for the communities we serve.

We are focused on health conditions that are the greatest contributor to premature mortality and reduced life expectancy in these communities: cardiometabolic disease (including hypertension and diabetes), substance use disorder, cancer and maternal-child health.

We are committed to addressing the root causes of health disparities by building and strengthening our community-based partnerships to make the greatest impact on issues such as food insecurity, housing instability, limited economic mobility and educational opportunities, and barriers to accessing care.

Charity Care

We provide charity care to all emergent patients regardless of their ability to pay. The cost of and reimbursement for providing that care, as reflected in the consolidated statements of operations, is summarized below.

State Programs

Massachusetts

Acute care hospitals in The Commonwealth of Massachusetts (the Commonwealth or Massachusetts) are partially reimbursed for charity care services through the statewide Health Safety Net Trust Fund (HSN). A portion of the funding for the HSN is paid by an assessment on acute care hospitals' charges for private sector payers. The statewide assessment was $165,231 and $165,313 in 2024 and 2023, respectively, and the assessment expense on our acute care hospitals was $57,819 in both 2024 and 2023.

(in thousands of dollars)

Acute care hospitals are reimbursed for charity care based on claims for eligible patients and services that are submitted to and adjudicated by the HSN. Payments are based on Medicare rates and payment policies. The Commonwealth reported that HSN was under-funded by approximately $133,027 and $115,828 as of September 30, 2024 and 2023, respectively. This shortfall is allocated to acute care hospitals based on their share of total statewide patient care costs. We have estimated our share being approximately $67,980 and $48,547 as of September 30, 2024 and 2023, respectively. Each hospital's share of the overall state shortfall cannot exceed its total charity care reimbursement. Hospitals with a high proportion of charity care and government funding receive more favorable reimbursement, including limiting their shortfall allocation to no more than 15% of their payments for charity care. In aggregate, our acute care hospitals received charity care funding covering 14% and 41% of the estimated cost of charity care provided in 2024 and 2023, respectively.

The Commonwealth levies an additional assessment on Massachusetts acute care hospitals that is redistributed back to hospitals based on provisions within the MassHealth Section 1115 Demonstration. A new five-year waiver period began effective October 1, 2022. The total assessment was $709,685 and $709,602 in 2024 and 2023, respectively, and our assessment expense was $197,473 in both 2024 and 2023. The total amount redistributed to hospitals across Massachusetts was $1,613,052 and $1,387,500 in 2024 and 2023, respectively, of which we recognized $179,114 and $188,084 in 2024 and 2023, respectively.

There is an assessment for our post-acute hospitals which totaled $5,756 in both 2024 and 2023.

New Hampshire

The State of New Hampshire (New Hampshire) imposes a Medicaid Enhancement Tax (MET) on hospital net patient service revenue. For both of New Hampshire's fiscal years ended June 30, 2024 and 2023, the MET imposed was 5.4%. We incurred $30,343 and $25,724 of MET in 2024 and 2023, respectively.

New Hampshire acute care hospitals receive disproportionate share payments based on a portion of their charity care relative to other acute care hospitals. We received $17,582 and $14,992 in 2024 and 2023, respectively.

Medicaid

Medicaid is a health insurance program jointly funded by the states and the federal government. Each state administers its own program and sets rules for eligibility, benefits and provider payments within broad federal guidelines and in some cases, including the Commonwealth and New Hampshire, within a Waiver Agreement between each state and the federal government. The program provides health care coverage to low-income adults and children. Eligibility is determined by a variety of factors which include income relative to the federal poverty line, age, immigrant status and assets.

Medicaid payments to our providers do not cover the full cost of services provided to Medicaid patients. In aggregate, our reimbursement from Medicaid covered approximately 64% and 70% of the estimated cost of services that we provided in 2024 and 2023, respectively.

On April 1, 2023, Mass General Brigham Health Plan, Inc. entered into an Accountable Care Organization (ACO) contract with the Executive Office of Health and Human Services of the

(in thousands of dollars)

Commonwealth (EOHHS) covering over 150,000 MassHealth members whose providers participate in the Mass General Brigham ACO.

Federal Program

Medicare

Medicare is a federally sponsored health insurance program for people age 65 or older, under age 65 with certain disabilities and any age with End-Stage Renal Disease. Medicare's payments historically have not kept pace with increases in the cost of care provided at many hospitals. Compounding this shortfall in payments is the continued shift of care from higher paying inpatient services to lower paying outpatient services.

Consequently, Medicare payments to our providers do not cover the full cost of services provided. In aggregate, our reimbursement from Medicare covered approximately 71% and 68% of the estimated cost of services that we provided in 2024 and 2023, respectively.

Mass General Brigham Health Plan, Inc. was authorized by the Centers for Medicare & Medicaid Services (CMS) to offer Medicare Advantage products to its eligible members effective January 1, 2023.

Summary

For charity care, Medicaid and Medicare, the estimated cost of services provided is either obtained directly from a costing system or based on an entity specific ratio of cost to gross charges. In the latter case, cost is derived by applying this ratio to gross charges associated with providing care to charity care, Medicaid and Medicare patients. The following summarizes, by program, the cost of services provided, net reimbursement and cost of services in excess of reimbursement for each year:

	Years Ended September 30,	
	2024	2023
Cost of services provided		
Charity care	$ 171,217	$ 113,167
Medicaid	2,002,532	1,777,454
Medicare	5,780,976	5,585,749
	$ 7,954,725	$ 7,476,370
Net reimbursement		
Charity care	$ 20,259	$ 38,035
Medicaid	1,285,520	1,250,916
Medicare	4,110,328	3,790,457
	$ 5,416,107	$ 5,079,408
Cost of services in excess of reimbursement		
Charity care	$ 150,958	$ 75,132
Medicaid	717,012	526,538
Medicare	1,670,648	1,795,292
	$ 2,538,618	$ 2,396,962

(in thousands of dollars)

In addition to charity care and inadequate funding from the Medicaid and Medicare programs, there are significant losses related to self-pay patients who fail to make payment for services rendered or insured patients who fail to remit co-payments and deductibles as required under the applicable health insurance arrangement. The estimated cost of providing these services was approximately $105,896 and $82,938 for 2024 and 2023, respectively.

2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting and include the accounts of the Company and its affiliates. Interaffiliate accounts and transactions have been eliminated.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates are made in the areas of patient accounts receivable, research grants receivable, investments, receivables and accrual for settlements with third-party payers, accrued medical claims and related expenses, accrued employee compensation and benefits, accrued professional liability, interest rate swaps liability and accrued other.

Income Taxes

The Company and substantially all of its affiliates are tax-exempt organizations under Sections 501(c)(3) or 501(c)(4) of the Internal Revenue Code (IRC) or are disregarded entities for tax purposes and therefore are exempt from federal and state income tax except on unrelated business taxable income. No provision for income taxes related to these tax-exempt entities has been made as the effect of any unrelated business income tax is not material to the accompanying consolidated financial statements.

Fair Value of Financial Instruments

The fair value of financial instruments approximates the carrying amount reported in the consolidated balance sheets for cash and equivalents, investments and investments limited as to use, patient accounts receivable, research grants receivable, accounts payable and accrued expenses and interest rate swaps liability.

Cash and Equivalents

Cash and equivalents represent cash, registered money market funds and highly liquid debt instruments with a maturity at the date of purchase of three months or less. Our cash and equivalents are maintained with several national banks, and cash deposits typically exceed federal insurance limits. Our policy is to monitor these banks' financial strength on an ongoing basis, and no losses have been experienced to date.

(in thousands of dollars)

Investments
Investments in equity securities with readily determinable fair values, debt securities and alternative investments are measured at fair value. Alternative investments, consisting of various hedge funds, private equity funds, private debt funds, other private partnerships and restricted securities of public companies that are not traded on a national securities exchange, are valued based on amounts reported by the fund manager and evaluated by management. Investments in securities sold short or traded on a national securities exchange are valued based on quoted market prices.

Income from investments (including realized gains and losses, unrealized change in value of investments, interest, dividends and endowment income distributions) is included in excess of revenues over expenses unless the income or loss is restricted by donor or law. Income from investments is reported net of investment-related expenses.

Each year as part of our endowment spending policy, we establish a fixed distribution rate for spending. Distributions will come from either income and/or net accumulated appreciation. Effective July 1, 2023 we changed the endowment spending policy and adopted the Tobin Distribution Rule. The Tobin Distribution Rule sets the annual distribution through a quantitative formula that has a stability term (a percentage of the prior year's spending, adjusted for inflation) and a market term (a percentage of the long-term sustainable rate of distribution times the market value of the endowment).

Investments Limited as to Use
Investments limited as to use primarily include assets whose use is contractually limited by external parties as well as assets set aside by the boards (or management) for identified purposes and over which the boards (or management) retain control such that the boards (or management) may, at their discretion, subsequently use such assets for other purposes. Certain investments corresponding to deferred compensation are accounted for such that all income and appreciation (depreciation) is recorded as a direct addition (reduction) to the asset and corresponding liability.

Derivative Instruments
Derivatives are recognized on the balance sheets at fair value with changes in the fair value recorded in excess of revenues over expenses.

Patient Accounts Receivable
The payments received for healthcare services rendered from federal and state agencies (under the Medicare and Medicaid programs), managed care payers, commercial insurance companies and patients are subject to explicit and implicit discounts. These discounts are based on contractual agreements, discount policies and management's assessment of historical experiences and are reflected in the period of service.

Research Grants Receivable
Mass General Brigham receives direct and pass through research funding from the National Institutes for Health and other federal agencies, industry, corporate, foundation, nonprofits and other sponsors. Research grants receivable include amounts due from these sponsors of externally funded research. These amounts have been billed or are billable to the sponsor, or in limited circumstances, represent accelerated spending in anticipation of future funding. Research grants receivable are recognized at net realizable value.

(in thousands of dollars)

As of September 30, 2024 and 2023, we have approximately $4,598,252 and $4,408,631, respectively, of conditional research grants for future research to be performed. The timing and amounts of funds received under such grants are subject to continued government funding and may change over time.

Other Current Assets
Other current assets include prepaid expenses, inventory, nonpatient receivables, current portion of receivable for settlements with third-party payers, current portion of pledges receivable and premiums receivable. Inventory (primarily supplies and pharmaceuticals) is accounted for on a first-in, first-out method basis and is recorded at the lower of average weighted cost or net realizable value.

Property and Equipment
Property and equipment is reported on the basis of cost less accumulated depreciation. Donated items are recorded at fair value at the date of contribution. All research grants received for capital are recorded in the year of expenditure as a change in net assets without donor restrictions. Property and equipment is reviewed for impairment whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. Depreciation of property and equipment is calculated by use of the straight-line method at rates intended to depreciate the cost of assets over their estimated useful lives, which generally range from three to fifty years. Interest costs incurred on borrowed funds during the period of construction of capital assets are capitalized, net of any interest earned, as a component of the cost of acquiring those assets.

Asset Retirement Obligations
Asset retirement obligations, reported in accrued other, are legal obligations associated with the retirement of long-lived assets. These liabilities are initially recorded at fair value and the related asset retirement costs are capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently depreciated over the useful lives of the related assets. Any changes to the liability due either to the passage of time, better information or the settlement of an obligation are reflected in the current period.

Other Assets
Other assets consist of long-term receivables, intangible assets, malpractice insurance receivables, receivable for settlements with third-party payers, investments in healthcare related limited partnerships, long-term pledges and contributions receivable and defined benefit pension plan and postretirement healthcare benefit plan assets in excess of plan benefit obligations. The carrying value of other assets is evaluated for impairment if the facts and circumstances suggest that the carrying value may not be recoverable.

Compensated Absences
In accordance with formal policies concerning vacation and other compensated absences, accruals of $443,417 and $422,745 were recorded as of September 30, 2024 and 2023, respectively.

Unexpended Funds on Research Grants
Research grants received in advance of corresponding grant expenditures are accounted for as a direct addition to investments limited as to use and unexpended funds on research grants.

(in thousands of dollars)

Self-Insurance Reserves
We are generally self-insured for employee healthcare, disability, workers' compensation and certain other employee benefits. These costs are accounted for on an accrual basis to include estimates of future payments for claims incurred prior to year-end and are included in accrued employee compensation and benefits and long-term accrued employee benefits.

Net Assets
Net assets with donor restrictions include (a) the historical dollar amounts of contributions and the income and gains on such contributions which are required by donors to be retained and (b) contributions and the income and gains on these contributions which can be expended but for which restrictions have not yet been met. Such restrictions include purpose restrictions where donors have specified the purpose for which the net assets are to be spent, or time restrictions imposed by donors or implied by the nature of the contribution (capital projects, pledges to be paid in the future and life income funds) or by interpretations of law (gains available for appropriation but not appropriated in the current period). All remaining net assets are considered to be without donor restrictions.

Realized gains and losses are classified as net assets without donor restrictions unless they are restricted by the donor or law. Realized gains and net unrealized appreciation on contributions with donor restrictions are classified as net assets with donor restrictions until appropriated for spending in accordance with policies established by Mass General Brigham and applicable provisions of the Uniform Prudent Management of Institutional Funds Acts (UPMIFA). Net losses on donor endowment funds with donor restrictions are classified as a reduction to net assets with donor restrictions.

Contributed Securities
Our policy is to sell securities contributed by donors upon receipt, unless prevented from doing so by donor request. For the years ended September 30, 2024 and 2023, contributed securities of $146,236 and $58,257, respectively, were received and liquidated. Donors restricted $85,180 and $25,545 of the proceeds received from the sale of these contributed securities for long-term purpose for the years ended September 30, 2024 and 2023, respectively.

Statement of Operations
Activities deemed by management to be ongoing, major and central to the provision of healthcare services, teaching, research activities and health insurance are reported as operating revenues and expenses. Other activities are deemed to be nonoperating and include contributions without donor restrictions (net of fundraising expenses), external community benefit program support, net change in unexpended research and nonresearch sundry contributions, change in fair value of interest rate swaps, substantially all income from investments, interest on advanced borrowings and nonservice related pension income. Research and nonresearch sundry contributions largely consist of donor contributions (and the related investment income including realized gains and losses) designated to support the clinical, teaching or research efforts of a physician or department as directed by the donor. These contributions are reported as being without donor restrictions, net of related support expenses, when donor restrictions are of a general nature that are inherent in the normal activities of the organization.

(in thousands of dollars)

The consolidated statements of operations include excess of revenues over expenses. Changes in net assets without donor restrictions, which are excluded from excess of revenues over expenses, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for acquisition of such assets) and change in funded status of defined benefit plans.

Revenues
To determine the appropriate revenue recognition policy, we first assess whether the transaction is an exchange or nonexchange transaction in accordance with accounting guidance. In general, an exchange transaction consists of an exchange of goods and/or services for commensurate value. Transactions that consist of transferring goods and/or services without receiving commensurate value in return are considered nonexchange transactions.

For exchange transactions, revenue is recognized as goods and/or services are provided and is based on the amount expected to be received in exchange for those goods and/or services. Revenue recognized as exchange transactions include net patient service revenue, premium revenue and other revenue.

Nonexchange transactions include contributions and grants for which the service provider does not receive commensurate value in return for the funding.

Contributions
Contributions are generally reported as other nonoperating gains in the consolidated statements of operations. Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give are recognized when the conditions are substantially met and totaled $403,143 and $371,648 as of September 30, 2024 and 2023, respectively. Contributions are reported as support with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. Contributions with donor restrictions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the consolidated statements of operations.

Contributions of long-lived assets with explicit restrictions that specify use of assets and contributions of cash or other assets that must be used to acquire long-lived assets are reported as additions to net assets with donor restrictions if the assets are not placed in service during the year.

Grants
Grants and contracts normally provide for the recovery of direct and indirect costs, subject to audit. Revenue associated with direct and indirect costs is recognized as direct costs are incurred. The recovery of indirect costs is based on predetermined rates for U.S. Government grants and contracts and negotiated rates for other grants and contracts.

Medical Claims and Related Expenses
The Health Plan contracts with various hospitals, community health centers, primary care and specialty physician practices and other health care providers for the delivery of services to its members and compensates these providers on a capitated, fee-for-service, per diem or diagnosis-related group basis.

(in thousands of dollars)

The cost of contracted health care services is accrued in the period in which services are provided and include certain estimated amounts. The estimated liability for medical claims and related expenses is actuarially determined based on analysis of historical claims-paid experience, modified for changes in enrollment, inflation and benefit coverage. The liability for medical claims and related expenses represents the anticipated cost of claims incurred but unpaid at the balance sheet date. Estimates for claims expense may be more or less than the amounts ultimately paid when claims are settled. Such changes in estimates are reflected in the current period in the consolidated statements of operations.

In the normal course of business, overpayments are recouped through reductions in future payments made to hospitals and other providers. Such overpayments are the result of, among other things, coordination of benefits and provider claim audits. For the years ended September 30, 2024 and 2023, we recorded a reduction in medical claims expense of $59,115 and $53,299, respectively, for such overpayments. As of September 30, 2024 and 2023, respectively, approximately $1,767 and $2,346 are recorded as receivables related to such overpayments.

Reinsurance
Reinsurance premiums are reported as reductions in premium revenue and reinsurance recoveries are reported as reductions in medical claims and related expenses.

Settlements
The Health Plan contracts with certain providers at negotiated rates based on historical and anticipated experience. These methods of reimbursement result in settlements based on actual versus anticipated experience which could result in payments due from (to) these providers. Settlements receivable of $702 and $3,647 were recorded in other current assets as of September 30, 2024 and 2023, respectively. Settlements payable of $6,616 and $4,633 were recorded in accrued medical claims and related expenses as of September 30, 2024 and 2023, respectively. The settlements are intended to include both reported and unreported incurred claims as of September 30, 2024 and 2023.

In 2014, the Patient Protection and Affordable Care Act (ACA) introduced new settlements related to a risk adjustment program, a risk corridor program and a reinsurance program designed to mitigate the transitional impact on insurers for new members. The risk corridor program and reinsurance program ended on December 31, 2016 in accordance with the provision of the ACA. Our estimated net receivable due from the federal government for the risk adjustment program was $79,841 and $73,299 as of September 30, 2024 and 2023, respectively. Similar to the federal program, EOHHS has a risk sharing arrangements, and our estimated net payable due to EOHHS was $10,712 and $95,619 as of September 30, 2023.

The ACA requires commercial health plans with medical loss ratios (MLR) on fully insured products that fall below certain targets to rebate ratable portions of their premium annually. The Health Plan's management thereby regularly monitors MLR calculations by market type and records the applicable liability and expense if the MLR falls below the minimum requirements pursuant to the ACA. The Health Plan's estimated payable for MLR rebate as of September 30, 2024 and 2023 was $7,936 and $0, respectively.

Premium Deficiency Reserves
Premium deficiency reserves are assessed and recognized on a product line basis based upon expected premium revenue, medical expense and administrative expense levels, and remaining

(in thousands of dollars)

contractual obligations using historical experience. As of September 30, 2024 and 2023, a premium deficiency reserve of $33,254 and $24,071, respectively, is included in accrued medical claims and related expenses in the accompanying consolidated financial statements.

Claims Adjustment Expenses
Claims adjustment expenses (CAE) are those costs expected to be incurred in connection with the adjustment and recording of health claims. We have recorded an estimate of unpaid CAE associated with incurred but unpaid claims, which is included in medical claims and related expenses in the accompanying consolidated statements of operations. Management believes the amount of the liability for unpaid CAE as of September 30, 2024, is adequate to cover the cost for the adjustment and recording of unpaid claims; however, actual expenses may differ from those established estimates. Adjustments to the estimates for unpaid CAE are reflected in operating results in the period in which the change in estimate is identified.

3. Operating Revenues

Net Patient Service Revenue
Mass General Brigham's providers maintain agreements with CMS under the Medicare program, the Commonwealth under the Medicaid program and various managed care payers that govern payment for services rendered to patients covered by these agreements. The agreements generally provide for per case or per diem rates or payments based on discounted charges for inpatient care and discounted charges or fee schedules for outpatient care. Certain contracts also provide for payments that are contingent upon meeting agreed upon quality and efficiency measures.

We recognize net patient service revenue for services provided to patients who have third-party payer coverage based on contractual rates for the services rendered. For uninsured patients that do not qualify for charity care, we recognize revenue based on our standard rates (subject to discounts) for services provided. Based on our historical experience, a significant portion of uninsured patients are unable or fail to pay for the services provided. Consequently, we have provided implicit discounts to uninsured patients. These discounts represent the difference between amounts billed to patients and amounts expected to be collected based on historical experience. The following summarizes net patient service revenue, net of contractual adjustments and discounts by significant payer:

	Years Ended September 30,			
	2024		2023	
Net patient service revenue (net of contractual adjustments and discounts)				
Medicare	$ 2,957,873	22.0%	$ 2,822,694	22.1 %
Medicare managed care	1,152,455	8.6%	967,763	7.6 %
Medicaid	449,718	3.4%	689,718	5.4 %
Medicaid managed care	835,802	6.2%	561,198	4.4 %
Massachusetts managed care organizations	4,710,345	35.0%	4,569,756	35.7 %
Other commercial	2,989,867	22.2%	2,729,703	21.3 %
All others	343,896	2.6%	451,754	3.5 %
Total all payers	$ 13,439,956	100.0%	$ 12,792,586	100.0 %

(in thousands of dollars)

Net patient service revenue includes estimated retroactive revenue adjustments due to future audits, reviews and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews and investigations. Contracts, laws and regulations governing the Medicare, Medicaid and charity care programs and managed care payer arrangements are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. A portion of the accrual for settlements with third-party payers has been classified as long-term because such amounts, by their nature or by virtue of regulation or legislation, will not be paid within one year.

Third-party payers (accrual) receivable consists of the following:

	Balance Sheet Classification	September 30, 2024	September 30, 2023
Current portion			
Receivable for settlements with third-party payers	Other current assets	$ 153,064	$ 159,813
Accrual for settlements with third-party payers	Accounts payable and accrued expenses	(115,461)	(59,584)
		37,603	100,229
Long-term portion			
Receivable for settlements with third-party payers	Other assets	26,956	6,700
Accrual for settlements with third-party payers	Accrued other	(171,401)	(28,526)
		(144,445)	(21,826)
Third-party payers (accrual) receivable		$ (106,842)	$ 78,403

We recognize changes in third-party payer settlements and other estimates in the year of the change in estimate. For the years ended September 30, 2024 and 2023, adjustments to prior year estimates resulted in an increase to net patient service revenue of $120,290 and $47,842, respectively. Subsequent changes to estimated discounts are generally recorded as adjustments to net patient service revenue in the period of change.

We provide either full or partial charity care to patients who cannot afford to pay for their medical services based on income and family size. Charity care is generally available to qualifying patients for medically necessary services. We report certain bad debts related to emergency services as charity care. As there is no expectation of collection, there is no net patient service revenue recorded related to charity care.

Premium Revenue
Premiums are due monthly and are recorded as earned during the period in which members are eligible to receive services. Premiums received prior to the first day of the coverage period are recorded as unearned premiums in accounts payable and accrued expenses.

(in thousands of dollars)

Research and Nonresearch Sundry Revenue
Research and nonresearch sundry revenue is recognized as either an exchange or nonexchange transaction, depending on the contract type. The following table sets forth total research and nonresearch sundry revenue received by funding source:

	Years Ended September 30,			
	2024		2023	
National Institute of Health and other federal agencies	$ 1,265,919	43.6%	$ 1,155,306	42.7 %
Federal subcontracts	288,087	9.9%	260,323	9.6 %
Industry/corporate	233,394	8.1%	224,821	8.3 %
Foundations/nonprofits and other sponsors	821,146	28.3%	771,579	28.5 %
Total research revenue	2,608,546		2,412,029	
Nonresearch sundry revenue	292,204	10.1%	295,981	10.9 %
Total research and nonresearch sundry revenue	$ 2,900,750	100.0 %	$ 2,708,010	100.0 %

Other Revenue
Other revenue includes all other operating revenue sources, the most significant being the following:

	Years Ended September 30,	
	2024	2023
Specialty and retail pharmacy operations	$ 1,211,649	$ 928,501
Contract revenue	119,258	132,070
COVID-19 reimbursement	19,699	99,372
Parking and office rentals	80,848	77,249
Tuition	66,570	62,482
Outsourced services	59,013	58,801
Blood factor sales	57,482	53,308
Cafeteria sales	40,163	36,198
Intellectual property and royalties	40,713	14,916
Contract administrative fees	34,330	27,397
Consulting services	15,435	14,248
International contracts	16,458	10,498
ACO administration fees	1,998	24,926
Investment income	13,482	13,560
Other	262,506	254,359
Total other revenue	$ 2,039,604	$ 1,807,885

COVID-19 Economic support
We received Provider Relief Funds (PRF) in 2020 and 2021 that were used to prevent, prepare for and respond to COVID-19. As of September 30, 2024 and 2023, we have deferred $86,487 of PRF received.

(in thousands of dollars)

We submitted applications to the Federal Emergency Management Agency (FEMA) for the reimbursement of COVID-19 expenses and recognized grant revenue totaling $19,699 and $99,372, in 2024 and 2023, respectively, as other operating revenue in the consolidated statements of operations. As of September 30, 2024 and 2023, we have deferred $54,792 and $35,092, respectively, of FEMA payments received.

4. Liquidity and Availability

Cash and investments are managed centrally under policies developed by the Investment Committee and reviewed by the Finance Committee of the Company's Board of Directors. Wherever possible, funds are commingled and are assigned to one of three investment pools (the Money Market Pool, the Aggregate Bond Pool and the Long Term Pool, collectively, the Pools) which have been structured to provide a range of investment objectives, risk profiles and rates of return appropriate for our assets. Funds are allocated among the Pools based on expected liquidity needs as determined by multi-year financial plans, restrictions and management judgment.

The tiered time horizon structure of the Pools is designed to meet anticipated and contingent liquidity needs. The following tables set forth the periods within which funds are available to meet liquidity needs and based on redemption provisions with investment managers, the specific Pools from which such funds would be drawn as of:

	September 30, 2024						
Investment Pool	**Same Day**	**1 Week**	**1 Month**	**3 Months**	**1 Year**	**> 1 Year**	**Total**
Money Market Pool	$ 2,314	$ -	$ -	$ -	$ -	$ -	$ 2,314
Aggregate Bond Pool	404,374	3,311	-	-	-	-	407,685
Long Term Pool	851,883	807,904	2,285,293	4,204,208	1,425,925	6,299,312	15,874,525
Total	$ 1,258,571	$ 811,215	$ 2,285,293	$ 4,204,208	$ 1,425,925	$ 6,299,312	$ 16,284,524
Cumulative total	$ 1,258,571	$ 2,069,786	$ 4,355,079	$ 8,559,287	$ 9,985,212	$ 16,284,524	

	September 30, 2023						
Investment Pool	**Same Day**	**1 Week**	**1 Month**	**3 Months**	**1 Year**	**> 1 Year**	**Total**
Money Market Pool	$ 167,997	$ -	$ -	$ -	$ -	$ -	$ 167,997
Aggregate Bond Pool	327,089	2,985	-	-	-	-	330,074
Long Term Pool	364,584	533,078	2,205,916	3,264,619	1,176,742	5,905,179	13,450,118
Total	$ 859,670	$ 536,063	$ 2,205,916	$ 3,264,619	$ 1,176,742	$ 5,905,179	$ 13,948,189
Cumulative total	$ 859,670	$ 1,395,733	$ 3,601,649	$ 6,866,268	$ 8,043,010	$ 13,948,189	

As of September 30, 2024 and 2023, we had cash and equivalents not included in the Pools of $105,823 and $228,351, respectively. As of September 30, 2024 and 2023, we had net patient accounts receivable of $1,731,496 and $1,638,306, respectively, that would be available for general expenditures within one year of the balance sheet dates.

5. Investments and Investments Limited as to Use

Investments are either invested in the Pools or separately managed. Substantially all affiliates participate in the Pools. Their respective ownership interests are tracked and updated monthly and are accounted for using the fair value method. Income (including realized gains and losses) from the Pools is allocated to each participant on a monthly basis based on its proportionate interest in the Pools.

(in thousands of dollars)

Oversight of the management of the investable assets, including the Pools and pension assets, is provided by the Investment Committee of the Company's Board of Directors which seeks to achieve incremental returns by manager selection and asset allocation (increasing/decreasing allocations within allowable ranges based on current and projected valuations). The Committee is supported by a professional staff, an outside investment consultant and a pension actuarial consultant.

We utilize a target allocation policy and balance projected returns, correlation and volatility of various asset classes within the overall risk tolerance. Asset allocations are managed based on relative valuations among and within asset classes and the perceived ability of managers to outperform passive benchmarks. Exposure by asset class is the sum of allocation to those mangers whose mandates most closely fit the listed asset classes. Asset allocation can and will deviate from target exposures and is regularly monitored for rebalancing.

The Pools invest in a variety of assets which include private partnerships whose assets include equity, fixed income and other investments. The Pools have unfunded commitments as follows:

	September 30,	
	2024	2023
Private equity	$ 1,676,110	$ 1,702,731
Private energy	89,816	109,042
Private real estate	102,876	49,481
Timber and agriculture	1,524	1,498
Private alternatives and hedge funds	195,972	200,062
	$ 2,066,298	$ 2,062,814

The unfunded commitments will be drawn down by the various general partners over the next several years. The maximum annual drawdown is expected to be 3% to 5% of investments and investments limited as to use.

Short-term Investments in Investment Pools
Within the Aggregate Bond Pool and the Long Term Pool, there are assets that meet the definition of short-term investments. These short-term investments are considered part of the Aggregate Bond Pool and the Long Term Pool and are not included in cash equivalents on the consolidated balance sheets. Accordingly, transactions within the Aggregate Bond Pool and the Long Term Pool that result in the purchase of investments or result in proceeds from the sales of investments are excluded from the statements of cash flows purchases of investments and proceeds from the sales of investments. Within the Aggregate Bond Pool, purchases of investments and proceeds from the sales of investments not included in the statements of cash flows were $247,387 and $187,061 for the year ended September 30, 2024, and $100,124 and $340,979 for the year ended September 30, 2023, respectively. Within the Long Term Pool, purchases of investments and proceeds from the sales of investments not included in the statements of cash flows were $1,632,747 and $1,966,849 for the year ended September 30, 2024, and $1,250,769 and $1,326,573 for the year ended September 30, 2023, respectively.

(in thousands of dollars)

Investments limited as to use consist of the following:

	September 30, 2024		September 30, 2023	
	Current Portion	Long-Term Portion	Current Portion	Long-Term Portion
Internally designated funds				
Reserved for capital expenditures	$ 1,244,666	$ -	$ 1,257,712	$ -
Unexpended research and nonresearch sundry gifts	-	5,131,842	-	4,363,810
Deferred compensation	-	798,484	-	614,318
Other	2,030,166	461,821	1,868,784	419,512
	3,274,832	6,392,147	3,126,496	5,397,640
Externally limited funds				
Unexpended funds on research	369,851	-	377,730	-
Contributions held for others	1,519	-	1,531	-
Professional liability trust fund	-	50,886	-	43,062
Held by trustees under debt and other agreements	5,525		230	-
	376,895	50,886	379,491	43,062
	$ 3,651,727	$ 6,443,033	$ 3,505,987	$ 5,440,702

Investment activity included in excess of revenues over expenses consists of the following:

	Years Ended September 30,	
	2024	2023
Investment income included in operations and reported in other revenue	$ 13,482	$ 13,560
Investment income included in nonoperating gains and reported in		
Income from investments		
Investment income and realized gains on investments	327,105	42,213
Unrealized change in investments	1,622,965	919,915
Research and nonresearch sundry gifts net of spending	291,979	172,738
Total investment activity included in excess of revenues over expenses	$ 2,255,531	$ 1,148,426

6. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (also referred to as exit price). Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

Fair Value Hierarchy
A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the reporting entity's assumptions about the inputs

market participants would use. The fair value hierarchy requires the reporting entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. In addition, for hierarchy classification purposes, the reporting entity should not look through the form of an investment to the nature of the underlying securities held by an investee.

The hierarchy is described below:

Level 1 Valuations using quoted prices in active markets for identical assets or liabilities. Valuations of these products do not require a significant degree of judgment. Level 1 assets and liabilities primarily include debt and equity securities that are traded in an active exchange market.

Level 2 Valuations using observable inputs other than Level 1 prices such as quoted prices in active markets for similar assets or liabilities; quoted prices for identical or similar assets or liabilities in markets that are not active; broker or dealer quotations; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Level 2 assets and liabilities primarily include debt securities with quoted prices that are traded less frequently than exchange-traded instruments as well as debt securities and derivative contracts whose value is determined using a pricing model with inputs that are observable in the market or can be derived principally from or corroborated by observable market data.

Level 3 Valuations using unobservable inputs that are supported by little or no market activity and are significant to the fair value of the assets or liabilities. Level 3 includes assets and liabilities whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques reflecting the reporting entity's assumptions about the assumptions market participants would use as well as those requiring significant management judgment.

Valuation Techniques
Pooled investments, separately invested short-term investments and debt and equity securities are classified within Level 1 or Level 2 of the fair value hierarchy as they are valued using quoted market prices, broker or dealer quotations, or other observable pricing sources. Certain types of investments are classified within Level 3 of the fair value hierarchy because they have little or no market activity and therefore have little or no observable inputs with which to measure fair value.

The valuation of interest rate swaps is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities.

(in thousands of dollars)

The following tables summarize financial assets and liabilities measured at fair value on a recurring basis as of:

	September 30, 2024				
	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Investments Valued Using NAV as a Practical Expedient	Total
Assets					
Pooled investments					
Short-term investments	$ 756,519	$ -	$ -	$ -	$ 756,519
Separately managed investments	1,199,960	119,041	-	-	1,319,001
Mutual funds	3,310	-	-	-	3,310
Private partnerships, commingled funds and other	-	-	-	14,205,694	14,205,694
	1,959,789	119,041	-	14,205,694	16,284,524
Separately invested					
Short-term investments	31,248	-	-	-	31,248
Equities	41,395	-	-	-	41,395
Mutual funds	838,661	68,469	-	-	907,130
Private partnerships, commingled funds and other	-	-	-	223,540	223,540
Beneficial interests in perpetual assets	-	-	56,033	-	56,033
	911,304	68,469	56,033	223,540	1,259,346
	$ 2,871,093	$ 187,510	$ 56,033	$ 14,429,234	$ 17,543,870
Interest rate swaps					
Assets		$ 43,855			$ 43,855
Liabilities		(139,170)			(139,170)
Net interest rate swaps		$ (95,315)			$ (95,315)

(in thousands of dollars)

	September 30, 2023				
	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Investments Valued Using NAV as a Practical Expedient	Total
Assets					
Pooled investments					
Short-term investments	$ 324,630	$ -	$ -	$ -	$ 324,630
Separately managed investments	850,001	197,971	-	-	1,047,972
Mutual funds	2,985	-	-	-	2,985
Private partnerships, commingled funds and other	-	-	-	12,572,601	12,572,601
	1,177,616	197,971	-	12,572,601	13,948,188
Separately invested					
Short-term investments	52,846	-	-	-	52,846
Equities	25,033	-	-	-	25,033
Mutual funds	649,706	64,637	-	-	714,343
Private partnerships, commingled funds and other	-	-	-	187,458	187,458
Beneficial interests in perpetual assets	-	-	51,876	-	51,876
	727,585	64,637	51,876	187,458	1,031,556
	$ 1,905,201	$ 262,608	$ 51,876	$ 12,760,059	$ 14,979,744
Interest rate swaps					
Assets		$ 55,987			$ 55,987
Liabilities		(67,075)			(67,075)
Net interest rate swaps		$ (11,088)			$ (11,088)

(in thousands of dollars)

7. Pledges and Contributions Receivable

Pledges receivable represent unconditional promises to give and are net of allowances for uncollectible amounts. Pledges are recorded at the present value of their estimated future cash flows. Pledges collectible within one year are classified as other current assets, net of allowances, and total $221,076 and $255,239 as of September 30, 2024 and 2023, respectively. Pledges collectable in one year or greater are classified as other assets. Estimated cash flows due after one year are discounted using published treasury bond and note yields that are commensurate with estimated collection risks. The blended discount rate was 3.6% and 4.8% for 2024 and 2023, respectively. Pledges are expected to be collected as follows:

	September 30, 2024	September 30, 2023
Amounts due		
Within one year	$ 240,290	$ 277,559
In one to five years	330,412	400,728
In more than five years	112,107	118,502
Total pledges receivable	682,809	796,789
Less: Unamortized discount	45,623	69,667
	637,186	727,122
Less: Allowance for uncollectibles	27,441	33,682
Net pledges receivable	609,745	693,440
Contributions receivable from trusts	51,932	49,497
	$ 661,677	$ 742,937

8. Property and Equipment

Property and equipment consists of the following:

	September 30, 2024	September 30, 2023
Land and land improvements	$ 355,891	$ 353,988
Buildings and building improvements	10,244,802	9,655,999
Equipment	2,961,248	2,981,003
Construction in progress	1,545,009	1,042,827
Finance right-of-use lease assets	108,623	102,843
	15,215,573	14,136,660
Less: Accumulated depreciation	7,743,833	7,359,297
Property and equipment, net	$ 7,471,740	$ 6,777,363

(in thousands of dollars)

Depreciation expense for the years ended September 30, 2024 and 2023 was $777,893 and $772,556, respectively. Interest costs, net of interest earned, aggregating $12,322 and $2,720 were capitalized in 2024 and 2023, respectively.

For the years ended September 30, 2024 and 2023, fully depreciated assets with an original cost of $393,357 and $325,076, respectively, were written off.

9. Levels of Capital and Surplus

Risk-based capital (RBC) is a methodology adopted by the National Association of Insurance Commissioners for determining the minimum level of capital and surplus deemed necessary for an insurer based upon the types of assets held and business written. The Company has guaranteed to the Massachusetts Division of Insurance (DOI) (the RBC Guaranty) to maintain the Health Plan's capital and surplus at a specified minimum level, measured quarterly in accordance with an RBC methodology permitted by DOI. The RBC Guaranty may be enforced by the DOI. The Company provided capital to the Health Plan of $0 and $75,000 in 2024 and 2023, respectively. Mass General Brigham Health Plan, Inc.'s current contract with EOHHS requires it to maintain a minimum net worth and/or financial insolvency insurance in an amount equal to the Minimum Net Worth calculation as defined in Massachusetts General Law 176G, Section 25. At December 31, 2023 and 2022 (Mass General Brigham Health Plan, Inc.'s statutory year end), the minimum net worth requirement, as determined in accordance with EOHHS guidelines, was $69,306 and $50,357, respectively. Mass General Brigham Health Plan, Inc.'s GAAP net worth was $212,686 and $124,286 at December 31, 2023 and 2022, respectively, and thus exceeded the EOHHS requirements by $143,380 and $73,929, respectively.

10. Accrued Medical Claims and Related Expenses

Accrued medical claims and related expenses include estimates of expected trends in claims severity, frequency, and other factors, which could vary as the claims are ultimately settled and are based principally upon historical experience. For the years ended September 30, 2024 and 2023, changes in estimates resulted in an increase (decrease) of accrued medical claims and related expense of $17,283 and ($38,421), respectively. Changes of this nature occur as the result of claim settlements and recoveries during the current year and as additional information is received regarding individual claims, causing changes from the original estimates of the cost of these claims. Ongoing analysis of the recent loss development trends is also taken into account in evaluating the overall adequacy of the reserves.

(in thousands of dollars)

Changes in accrued medical claims and related expenses are as follows:

	2024	2023
Balance at beginning of year	$ 192,435	$ 119,237
Less		
Premium deficiency reserve	(24,071)	(21,120)
Accrual for claims adjustment expenses	(2,962)	(1,608)
Accrued medical payables - other	(19,646)	(16,818)
Plus: Settlements payable, net	135,763	91,230
Net balance at beginning of year	281,519	170,921
Incurred related to		
Current year	1,487,755	1,125,010
Prior years	17,283	(38,421)
Total incurred	1,505,038	1,086,589
Paid related to		
Current year	1,270,729	928,975
Prior years	161,002	47,016
Total paid	1,431,731	975,991
Net balance at end of year	354,826	281,519
Plus		
Premium deficiency reserve	33,254	24,071
Accrual for claims adjustment expenses	4,204	2,962
Accrued medical payables - other	30,414	19,646
Less: Settlements payable, net	(164,178)	(135,763)
Balance at end of year	$ 258,520	$ 192,435

Medical claims and related expenses in the accompanying consolidated statements of operations include other nonclaims related costs. These nonclaims related expenses were for directly delivered services and medical cost risk sharing and incentives.

(in thousands of dollars)

11. Long-Term Obligations

Mass General Brigham's long-term obligations consist of the following:

	Final Maturity	September 30, 2024	September 30, 2023
Massachusetts Health and Educational Facilities Authority Revenue Bonds			
Series 1997 P*, variable interest rate of 2.99% and 4.03%	2027	$ 90,000	$ 120,000
Series 2005 F*, variable interest rate of 3.03% and 3.99%	2040	222,250	224,250
Series 2007 G*, variable interest rate of 3.00% and 4.00%	2042	75,000	75,000
Series 2008 H*, variable interest rate of 3.44% and 3.43%	2042	153,675	156,780
Massachusetts Development Finance Agency (Agency) Revenue Bonds			
Series 2011 K*, variable interest rate of 3.03% and 3.90%	2046	100,000	100,000
Series 2014 M*, average fixed interest rate of 3.50%	2026	1,835	9,335
Series 2014 N*, variable interest rate of 4.86% and 4.94%	2044	122,250	124,250
Series 2015 O*, average fixed interest rate of 4.35%	2045	159,870	169,830
Series 2016 Q*, average fixed interest rate of 4.81%	2047	384,395	394,920
Series 2017 S*, average fixed interest rate of 4.54%,	2047	652,785	740,480
Series 2019 T*, variable interest rate of 3.72% and 4.54%	2049	108,250	123,250
Series 2020 A*, average fixed interest rate of 4.81%	2050	268,130	276,530
Series 2022 B*, variable interest rate of 4.67% and 4.74%	2052	100,230	100,230
Series 2023 C, variable interest rate of 4.78% and n/a	2038	69,870	-
Series 2024 D, average fixed interet rate of 5.00%	2054	309,185	-
Series 2024 E*, variable interest rate 3.50% and n/a	2052	150,000	-
New Hampshire Health and Education Facilities Authority Revenue Bonds			
Series 2017, average fixed interest rate of 5.00%	2041	84,445	87,830
MGB Taxable Debt			
Series 2007 Bonds, fixed interest rate of 6.26%	2037	100,000	100,000
2012 Senior Notes, fixed interest rate of 4.11%	2052	400,000	400,000
2014 Senior Notes, fixed interest rate of 4.73%	2044	150,000	150,000
Series 2015 Bonds, fixed interest rate of 4.12%	2055	300,000	300,000
2016 Senior Notes, fixed interest rate of 3.89%	2046	225,000	225,000
Series 2017 Bonds, fixed interest rate of 3.77%	2048	303,644	303,644
2018 Senior Notes, fixed interest rate of 4.60%	2049	400,000	400,000
Series 2020 Bonds, average fixed interest rate of 3.29%	2060	1,017,135	1,017,135
Series B-1 Commercial Paper Notes, variable interest rate of n/a and 5.40%	2024	-	119,870
Other obligations		1,880	2,452
Total long-term obligations, par value		5,949,829	5,720,786
Net unamortized bond premiums		265,952	252,112
Deferred financing costs		(24,953)	(22,142)
Total long-term obligations, net		6,190,828	5,950,756
Less			
Current portion		353,249	481,130
		$ 5,837,579	$ 5,469,626

* Denotes series is issued in multiple subseries

Variable interest rates are presented at September 30, 2024 and 2023, respectively

(in thousands of dollars)

Scheduled maturities of long-term obligations (including the impact of net unamortized bond premiums and deferred financing costs) during the next five years and thereafter and other amounts classified as current liabilities, are as follows:

	Scheduled Maturities	Bonds Supported by Self Liquidity	Bonds Supported by Bank Facilities	Total
2025	$ 124,694	$ 212,305	$ 16,250	$ 353,249
2026	93,686	-	-	93,686
2027	97,398	-	-	97,398
2028	91,996	-	-	91,996
2029	93,785	-	-	93,785
Thereafter	5,460,714	-	-	5,460,714
	$ 5,962,273	$ 212,305	$ 16,250	$ 6,190,828

The scheduled maturities represent annual payments as required under debt repayment schedules. The current portion of long-term obligations includes the payments scheduled to be made in 2025, bonds supported by self-liquidity that can be tendered prior to September 30, 2025, and bonds supported by bank facilities with financial institutions (standby bond purchase agreements or letters of credit) that expire prior to September 30, 2025 or have potential principal amortization under bank facilities' term out provisions due during 2025. The bonds supported by self-liquidity provide the bondholder with an option to tender the bonds to the Company. Accordingly, these bonds are classified as a current liability. The bonds supported by bank facilities provide the bondholder with an option to tender the bonds to the liquidity provider. Generally accepted accounting principles require bonds backed by bank facilities expiring within one year of the balance sheet date as well as potential principal amortization under bank facilities' term out provisions due within one year of the balance sheet date to be classified as a current liability.

If bonds supported by bank facilities cannot be remarketed, the repayment terms of those bank facilities would result in repayments of $46,250 in 2025, $167,000 in 2026, $133,250 in 2027, $47,000 in 2028, $18,750 in 2029 and $0 thereafter. If the bonds supported by self-liquidity cannot be remarketed, the bonds would be tendered to the Company on their respective earliest tender dates, which differ from scheduled maturity dates, and would result in payments of $212,305 in 2025, $80,000 in 2026, $0 in 2027, $0 in 2028, $0 in 2029 and $239,515 thereafter.

Scheduled payments of long-term debt (excluding the impact of net unamortized bond premiums and deferred financing costs) for each of the next five years, assuming bonds backed by bank facilities are remarketed and the standby purchase agreements are renewed and bonds supported by self-liquidity are remarketed, are as follows:

2025	$ 124,694
2026	93,686
2027	101,148
2028	99,032
2029	100,945
Thereafter	5,430,324
	$ 5,949,829

(in thousands of dollars)

Interest expense paid during the years ended September 30, 2024 and 2023 was $247,287 and $244,096, respectively.

In January 2024, we issued $309,185 of Mass General Brigham Series 2024 D Revenue Bonds, plus bond premium of $34,049. The bond proceeds, net of issuance costs of $2,594, were used to refund Partners HealthCare System Series 2017 S-4 Bonds ($69,481) and to finance certain capital projects ($271,158).

In January 2024, we issued $150,000 of Mass General Brigham Series 2024 E Revenue Bonds. The bond proceeds, net of issuance costs of $1,659, were used to refund Taxable Commercial Paper Notes ($50,000) that refinanced, on an interim basis, Partners HealthCare System Series 2016 R-2 Revenue Bonds, and to finance certain capital projects ($98,341).

In December 2023, we issued $69,870 of Mass General Brigham Series 2023 C Revenue Bonds. The bond proceeds were used to refund Taxable Commercial Paper Notes that refinanced, on an interim basis, Partners HealthCare System Series 2017 S-3 Revenue Bonds.

In October 2022, we issued $100,230 of Mass General Brigham Series 2022 B Revenue Bonds. The bond proceeds were used to refund Partners HealthCare System Series 2016 R-1 Revenue Bonds ($50,000) and Taxable Commercial Paper Notes ($50,230) that refinanced, on an interim basis, Partners HealthCare System Series 2017 S-5 Revenue Bonds.

Mass General Brigham bonds are general obligations of the Company supported by guarantees from Brigham, Inc., The Brigham and Women's Hospital, Inc., The Massachusetts General Hospital and The General Hospital Corporation (the General) which may be suspended under certain conditions.

Our debt agreements contain certain covenants, including a minimum debt service coverage ratio and limitations on additional indebtedness and asset transfers.

Lines of Credit
The Company maintains two lines of credit aggregating $375,000 that provide access to same day funds. Advances under the lines of credit bear a variable rate of interest based on the Bloomberg Short-Term Bank Yield Index rate (BSBY) for the $250,000 line of credit and the Secured Overnight Financing Rate (SOFR) for the $125,000 line of credit. As of September 30, 2024 and 2023, there were no amounts outstanding under the lines of credit. The $250,000 line of credit expires in July 2025. The $125,000 line of credit expires in July 2026.

Taxable Commercial Paper
The Company maintains a $500,000 Taxable Commercial Paper (CP) program. As of September 30, 2024 and 2023, there was $0 and $119,870, respectively, outstanding under the CP program.

(in thousands of dollars)

12. Derivatives

Interest Rate Swaps

We utilize swap contracts to lock in long-term synthetic fixed rates and manage fluctuations in cash flows resulting from interest rate risk on certain of our variable rate bonds. These bonds expose us to variability in interest payments due to changes in interest rates. Management believes that it is prudent to limit this variability. To meet this objective and to take advantage of low interest rates, we have entered into various swap contracts involving the exchange of fixed rate payments by us for variable rate payments from several counterparties. These variable rate payments are currently based on a percentage of SOFR (based on compound average of daily SOFR in arrears) plus a spread.

By using swap contracts to manage the risk of changes in interest rates, we expose ourselves to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the swap contracts. When the fair value of a swap contract is positive, the counterparty has a liability to us, which creates credit risk. We minimize our credit risk by entering into swap contracts with several counterparties and requiring the counterparty to post collateral for our benefit based on the credit rating of the counterparty and the fair value of the swap contract. Conversely, when the fair value of a swap contract is negative, we have a liability to the counterparty and, therefore, we do not have credit risk. Under certain circumstances, we may be required to post collateral for the benefit of the counterparty. Market risk is the adverse effect on the value of a financial instrument that results from a change in interest rates. The market risk associated with interest rate changes is managed by establishing and monitoring parameters that limit the types and degree of market risk that we may undertake.

(in thousands of dollars)

The following is a summary of the outstanding positions under our swap contracts as of September 30, 2024:

Effective Date	Notional Amount	Maturity	Rate Paid	Rate Received
5/1/03	$ 141,113	7/1/45	3.33%	67% 1M SOFR + 0.0767%
10/15/03	8,440	1/1/31	3.85%	70% 1M SOFR + 0.08014%
7/1/05	150,000	7/1/50	3.09%	67% 1M SOFR + 0.0767%
7/1/05	4,300	7/1/25	5.11%	67% 6M SOFR + 0.28693%
7/1/07	150,000	7/1/52	2.96%	67% 1M SOFR + 0.0809%
7/1/09	100,000	7/1/50	3.58%	67% 1M SOFR + 0.0767%
7/1/11	100,000	7/1/50	3.66%	67% 1M SOFR + 0.0767%
7/1/13	100,000	7/1/48	3.80%	67% 1M SOFR + 0.0767%
7/1/15	50,000	7/1/50	3.80%	67% 1M SOFR + 0.0767%
4/1/16	100,000	7/1/52	3.76%	67% 1M SOFR + 0.0767%
7/1/17	50,000	7/1/52	3.74%	67% 1M SOFR + 0.083%
7/1/24	50,000	7/1/54	1.82%	67% 1M SOFR + 0.0767%
7/1/25	50,000	7/1/55	1.77%	67% 1M SOFR + 0.083%
7/1/26	50,000	7/1/56	1.78%	67% 1M SOFR + 0.0767%
7/1/27	100,000	7/1/57	1.79%	67% 1M SOFR + 0.07985%
7/1/29	50,000	7/1/49	1.41%	67% 1M SOFR + 0.0767%
7/1/29	50,000	7/1/54	1.51%	67% 1M SOFR + 0.0767%
7/1/31	50,000	7/1/53	1.23%	67% 1M SOFR + 0.0767%
7/1/31	50,000	7/1/56	1.55%	67% 1M SOFR + 0.0767%
7/1/33	50,000	7/1/51	1.03%	67% 1M SOFR + 0.0767%
	$ 1,453,853			

Our swap contracts contain provisions that require collateral to be posted if the fair value of the swap exceeds certain thresholds. The collateral thresholds reflect the current credit ratings issued by major credit rating agencies on our and the counterparty's debt. Declines in our or the counterparty's credit ratings would result in lower collateral thresholds and, consequently, the potential for additional collateral postings by us or the counterparty. As of September 30, 2024, we posted collateral of $5,320 and held collateral of $850 and as of September 30, 2023, we held collateral of $7,350. We have established procedures to ensure that liquidity and securities are available to meet collateral posting requirements.

Upon the occurrence of certain events of default or termination events identified in the swap contracts, either the Company or the counterparty could terminate the contracts in accordance with their respective terms. Termination results in the payment of a termination amount by one party that attempts to compensate the other party for its economic losses. If interest rates at the time of termination are lower than those specified in the swap contract, we would make a payment to the counterparty. Conversely, if interest rates at such time are higher, the counterparty would make a payment to us.

(in thousands of dollars)

13. Leases

We lease property and equipment under both finance and operating lease agreements. We recognize leases with a term greater than twelve months on the balance sheets.

Some lease agreements require us to pay variable costs including property taxes, insurance, maintenance and repairs. Variable costs are excluded from the right-of-use asset and liability. Lease and nonlease components of agreements are not separated. Some leases contain rental escalation clauses and renewal options that are included in lease payment calculations when appropriate. The estimated incremental borrowing rate is used to discount the lease payment amounts.

The components of lease expense consist of the following:

	Year Ended September 30, 2024		
	Supplies and Other Expenses	Research and Nonresearch Sundry Gifts, Net of Expenses	Total
Operating lease expense	$ 218,534	$ 2,217	$ 220,751
Short-term lease expense	14,059	251	14,310
Variable lease expense	78,914	968	79,882
Finance lease expense			
Amortization of leased assets	16,088	174	16,262
Interest on lease liabilities	3,633	16	3,649
Total lease expense	$ 331,228	$ 3,626	$ 334,854

	Year Ended September 30, 2023		
	Supplies and Other Expenses	Research and Nonresearch Sundry Gifts, Net of Expenses	Total
Operating lease expense	$ 225,101	$ 3,357	$ 228,458
Short-term lease expense	14,026	1,001	15,027
Variable lease expense	87,866	1,252	89,118
Finance lease expense			
Amortization of leased assets	14,874	167	15,041
Interest on lease liabilities	3,650	22	3,672
Total lease expense	$ 345,517	$ 5,799	$ 351,316

(in thousands of dollars)

Lease related assets and liabilities are as follows:

	Balance Sheet Classification	September 30, 2024	September 30, 2023
Operating lease assets	Right-of-use operating lease assets	$ 920,702	$ 1,024,336
Finance lease assets	Property and equipment, net	62,646	68,194
Total lease assets		$ 983,348	$ 1,092,530
Current operating lease liability	Current portion of operating lease obligations	$ 203,879	$ 207,671
Current finance lease liability	Accounts payable and accrued expenses	16,808	16,939
Noncurrent operating lease liability	Operating lease obligation, less current portion	598,065	696,740
Noncurrent finance lease liability	Accrued other	68,333	73,318
Total lease liabilities		$ 887,085	$ 994,668

Supplemental cash flow and other information related to leases are as follows:

	Years Ended September 30, 2024	2023
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flow for operating leases	$ 213,333	$ 222,040
Operating cash flow for finance leases	3,453	3,630
Financing cash flows for finance leases	14,249	13,461
Weighted-average remaining term (years)		
Operating leases	12.0	7.0
Finance leases	15.0	16.0
Weighted-average discount rate		
Operating leases	4.07 %	4.05 %
Finance leases	4.07 %	4.05 %

(in thousands of dollars)

Commitments related to noncancelable operating and finance leases for each of the next five years and thereafter are as follows:

	Operating Leases	Finance Leases
2025	$ 203,879	$ 16,808
2026	182,825	12,267
2027	148,467	8,179
2028	125,062	4,669
2029	74,009	2,973
Thereafter	221,660	95,323
Total minimum future payments	955,902	140,219
Less: Amount representing interest	(153,958)	(55,078)
Present value of minimum future payments	801,944	85,141
Less: Current portion	(203,879)	(16,808)
Long-term lease obligations	$ 598,065	$ 68,333

We are also a lessor and sublessor of real estate under operating leases. Lease income for the years ended September 30, 2024 and 2023 was $15,488 and $16,425, respectively, and is included in other revenue in the consolidated statements of operations. Some of these leases include expenses such as utilities and maintenance costs in rent charges, however, this variable lease income is not considered material. We do not separate lease and nonlease components by class of underlying asset for all asset classes. The underlying real estate assets are included in property and equipment, net in the consolidated balance sheets.

The future undiscounted cash flows to be received from these leases for each of the next five years and thereafter is as follows:

2025	$ 3,721
2026	2,723
2027	2,840
2028	2,483
2029	2,283
Thereafter	157,067
	$ 171,117

14. Construction Projects

The General is constructing a new clinical building, the Phillip and Susan Ragon Building, that will occupy approximately one million square feet and will contain 482 private medical/surgical and intensive care unit beds, exam and infusion bays associated with a relocated and expanded outpatient oncology service, hybrid and conventional cardiovascular operating rooms, and associated imaging modalities as well as below-grade parking. As of September 30, 2024, accumulated costs incurred related to the new clinical building are approximately $634,977 with

(in thousands of dollars)

approximately $996,090 in outstanding construction project contracts. The total cost of the project is expected to be approximately $3,311,000 with occupancy scheduled for 2027 for Phase 1 and 2030 for Phase 2.

The Brigham and Women's Faulkner Hospital, Inc. is constructing a five-story inpatient addition and a 941 space garage that will replace a garage that is at its end-of-life use. The inpatient addition will include 78 new beds and will expand patient care for observation, imaging and endoscopy services. As of September 30, 2024, accumulated costs incurred related to the project are approximately $209,724 with approximately $60,262 in outstanding project costs. The total cost of the project is expected to be approximately $294,000 with occupancy scheduled for December 2024 for the garage and June 2025 for the inpatient addition.

15. Pension and Postretirement Healthcare Benefit Plans

Substantially all Mass General Brigham employees are covered under noncontributory defined benefit pension plans and various defined contribution pension plans. In addition, certain affiliates provide subsidized healthcare benefits for retired employees on a self-insured basis, with the benefit obligation being partially funded. These retiree healthcare benefits are administered through a third-party administrator and are accounted for on the accrual basis, which includes an estimate of future payments for claims incurred.

Total expense for Mass General Brigham plans consists of the following:

	Years Ended September 30,	
	2024	2023
Defined benefit plans	$ 106,335	$ 106,708
Defined contribution plans	213,275	181,814
Postretirement healthcare benefit plans	1,539	422
	$ 321,149	$ 288,944

Information regarding benefit obligations, plan assets, funded status, expected cash flows and net periodic benefit cost is as follows:

	Defined Benefit Pension Plans		Postretirement Healthcare Benefit Plans	
	2024	2023	2024	2023
Change in benefit obligations				
Benefit obligations at beginning of year	$ 7,433,676	$ 7,391,402	$ 213,043	$ 202,696
Service cost	327,945	338,035	2,887	2,922
Interest cost	472,110	435,026	12,535	11,295
Plan amendments (gain)/loss	(1,197)	7,928	-	-
Actuarial (gain)/loss	1,314,353	(384,256)	20,020	(5,882)
Benefits paid	(393,190)	(343,062)	(9,950)	(9,065)
Expenses paid	(12,969)	(11,494)	(1,534)	(1,115)
Employee contributions	91	97	11,846	12,192
Benefit obligations at end of year	$ 9,140,819	$ 7,433,676	$ 248,847	$ 213,043

(in thousands of dollars)

The estimated actuarial gain in the change in benefit obligation for 2024 and 2023 is due primarily to the change in discount rate, respectively.

The accumulated benefit obligation for all defined benefit pension plans at the end of 2024 and 2023 was $8,739,071 and $7,140,057, respectively.

	Defined Benefit Pension Plans		Postretirement Healthcare Benefit Plans	
	2024	2023	2024	2023
Weighted-average assumptions used to determine end of year benefit obligation				
Discount rate	5.25%	6.22%	4.91% - 5.05%	6.07% - 6.10%
Rate of compensation increase	3.00% - 5.00%	3.00% - 5.00%	N/A	N/A
Interest crediting rate	5.50%	5.25%	5.50%	5.25% - 6.50%
Postretirement healthcare cost trend rate for next year	N/A	N/A	7.50%	6.75%
Rate to which the cost trend rate is to decline	N/A	N/A	5.00%	5.00%
Year that rate reaches the ultimate trend rate	N/A	N/A	2035	2031

	Defined Benefit Pension Plans		Postretirement Healthcare Benefit Plans	
	2024	2023	2024	2023
Change in plan assets				
Fair value of plan assets at beginning of year	$ 9,075,320	$ 8,570,585	$ 178,090	$ 151,424
Actual return on plan assets	1,549,878	752,199	44,783	21,950
Employer contributions	106,727	106,995	2,750	2,704
Employee contributions	91	97	11,846	12,192
Benefits paid	(393,190)	(343,062)	(9,950)	(9,065)
Expenses paid	(12,969)	(11,494)	(1,534)	(1,115)
Fair value of plan assets at end of year	$ 10,325,857	$ 9,075,320	$ 225,985	$ 178,090

The assets of the defined benefit pension plans are aggregated in a single master trust (Master Trust) and managed as one asset pool. The investment objective for the Master Trust is to achieve the highest reasonable total return after considering (i) plan liabilities, (ii) funding status and projected cash flows, (iii) projected market returns, valuations and correlations for various asset classes and (iv) ability and willingness to incur market risk.

Within the Master Trust, assets are allocated to managers with investment mandates that may range from a single sub-asset class to very broad mandates; with restrictions that range from long-only to unconstrained; and with management structures ranging from separately managed funds to mutual/commingled funds to private partnerships. Less market sensitive managers employ long/short equity and diversified strategies. Investment risks (concentration, correlation, valuation, liquidity, leverage, mandate compliance, etc.) are monitored at the manager level as well as the pool level.

The following table presents the capital allocations and reported exposures by manager mandate within the Master Trust. Some managers, particularly less market sensitive managers, invest

(in thousands of dollars)

capital among multiple asset classes. The Long-Term Policy Benchmark is 70% Morgan Stanley Capital International All Country World Index and 30% Barclays Global Aggregate Bond.

	September 30, 2024		September 30, 2023	
	Dollars	Reported Exposures	Dollars	Reported Exposures
Global equity	$ 1,805,994	17.6 %	$ 1,171,312	12.9 %
Traditional U.S. equity	1,400,147	13.7 %	1,124,628	12.4 %
Traditional foreign developed equity	195,010	1.9 %	313,409	3.4 %
Traditional emerging markets equity	316,856	3.1 %	449,983	5.0 %
Private equity	2,575,951	24.3 %	2,313,451	25.4 %
Real assets	571,069	5.5 %	558,524	6.2 %
Less Market Sensitive managers	2,942,049	28.8 %	2,783,007	30.7 %
Fixed income managers	518,781	5.1 %	361,006	4.0 %
	$ 10,325,857	100.0 %	$ 9,075,320	100.0 %

The postretirement healthcare benefit plans' assets are invested in commingled funds with the objective of achieving returns to satisfy plan obligations and with a level of volatility commensurate with our overall financial profile.

The following tables summarize plan assets measured at fair value on a recurring basis (using the fair value hierarchy defined in Note 6) as of:

	September 30, 2024			
	Fair Value Measurements Using			
	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Valued Using NAV as a Practical Expedient	Total
Defined benefit pension plans				
Short-term investments	$ 320,651	$ -	$ -	$ 320,651
Separately managed investments	710,149	-	-	710,149
Private partnerships and commingled funds	-	-	9,295,057	9,295,057
	1,030,800	-	9,295,057	10,325,857
Postretirement healthcare benefit plans				
Commingled funds	47,332	-	178,653	225,985
Total plan assets	$ 1,078,132	$ -	$ 9,473,710	$ 10,551,842

(in thousands of dollars)

	September 30, 2023			
	Fair Value Measurements Using			
	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Valued Using NAV as a Practical Expedient	Total
Defined benefit pension plans				
Short-term investments	$ 175,053	$ -	$ -	$ 175,053
Separately managed investments	370,293	155,452	-	525,745
Private partnerships and commingled funds	-	-	8,374,522	8,374,522
	545,346	155,452	8,374,522	9,075,320
Postretirement healthcare benefit plans				
Commingled funds	49,615	-	128,475	178,090
Total plan assets	$ 594,961	$ 155,452	$ 8,502,997	$ 9,253,410

In evaluating the Level at which private partnerships have been classified within the fair value hierarchy, management has assessed factors including but not limited to price transparency, the ability to redeem these investments at net asset value at the measurement date and the existence or absence of certain restrictions at the measurement date. Investments in private partnerships generally have limited redemption options for investors and, subsequent to final closing, may or may not permit subscriptions by new or existing investors. These entities may also have the ability to impose gates, lockups and other restrictions on an investor's ability to readily redeem out of their investment interest in the fund. As of September 30, 2024 and 2023, we have excluded all assets from the fair value hierarchy for which fair value is measured using net asset value per share as a practical expedient.

(in thousands of dollars)

Funded Status

The funded status of the plans recognized in the balance sheet and the amounts recognized in net assets without donor restrictions is as follows:

	Defined Benefit Pension Plans		Postretirement Healthcare Benefit Plans	
	2024	2023	2024	2023
End of year				
Fair value of plan assets at measurement date	$ 10,325,857	$ 9,075,320	$ 225,985	$ 178,090
Benefit obligations at measurement date	(9,140,819)	(7,433,676)	(248,847)	(213,043)
Funded status	$ 1,185,038	$ 1,641,644	$ (22,862)	$ (34,953)
Amounts recognized in the balance sheet consist of				
Noncurrent asset	$ 1,206,988	$ 1,663,197	$ 257	$ 319
Current liabilities	(1,650)	(1,620)	(1,166)	(1,248)
Long-term liabilities	(20,300)	(19,933)	(21,953)	(34,024)
	$ 1,185,038	$ 1,641,644	$ (22,862)	$ (34,953)
Amounts not yet recognized in net periodic benefit cost and included in net assets without donor restrictions consist of				
Actuarial net gain	$ (184,574)	$ (615,642)	$ (19,451)	$ (9,901)
Prior service credit	(34,197)	(60,127)	(1,331)	-
	$ (218,771)	$ (675,769)	$ (20,782)	$ (9,901)
Amounts recognized in net assets without donor restrictions consist of				
Current year actuarial (gain)/loss	$ 422,524	$ (498,000)	$ (14,463)	$ (19,070)
Amortization of actuarial (gain)/loss	8,544	-	3,582	1,969
Current year prior service cost	(1,197)	7,928	-	-
Amortization of prior service credit	27,127	27,899	-	3,064
	$ 456,998	$ (462,173)	$ (10,881)	$ (14,037)

As of September 30, 2024 and 2023, the projected benefit obligation, accumulated benefit obligation and fair value of plan assets for pension plans with an accumulated benefit obligation in excess of plan assets were as follows:

	September 30,	
	2024	2023
Accumulated benefit obligation in excess of, or below plan assets		
Projected benefit obligation	$ 9,140,819	$ 7,433,676
Accumulated benefit obligation	8,739,071	7,140,057
Fair value of plan assets	10,325,857	9,075,320

(in thousands of dollars)

Expected Cash Flows

Information about the expected cash flows for the defined benefit and postretirement healthcare benefit plans is as follows:

	Defined Benefit Pension Plans	Postretirement Healthcare Benefit Plans	
Expected employer contributions			
2025	$ 189,493	$ 4,739	
			Medicare Subsidy
Expected benefit payments (receipts)			
2025	393,991	18,615	(3)
2026	427,448	18,836	(3)
2027	450,018	19,329	(2)
2028	478,611	19,850	(2)
2029	511,332	20,233	(2)
2030-2033	2,938,364	100,893	(6)

Net Periodic Benefit Cost

	Defined Benefit Pension Plans		Postretirement Healthcare Benefit Plans	
	2024	2023	2024	2023
Service cost	$ 327,945	$ 338,035	$ 2,887	$ 2,922
Interest cost	472,110	435,026	12,535	11,295
Expected return on plan assets	(658,049)	(638,454)	(10,301)	(8,762)
Amortization of				
Prior service credit	(27,127)	(27,899)	-	(3,064)
Actuarial net gain	(8,544)	-	(3,582)	(1,969)
Nonservice related pension income	(221,610)	(231,327)	(1,348)	(2,500)
Net periodic benefit cost	$ 106,335	$ 106,708	$ 1,539	$ 422

(in thousands of dollars)

	Defined Benefit Pension Plans		Postretirement Healthcare Benefit Plans	
	2024	2023	2024	2023
Weighted-average assumptions used to determine net periodic pension and postretirement cost				
Discount rate	6.22%	5.76%	6.07% - 6.10%	5.71% - 5.72%
Expected return on plan assets	7.00%	7.00%	6.00%	6.00%
Interest crediting rate	5.25%	5.25%	5.25% - 6.50%	5.25% - 6.50%
Rate of compensation increase	3.00% - 5.00%	3.00% - 5.00%	N/A	N/A
Healthcare cost trend rate for this year	N/A	N/A	6.75%	7.00%
Rate to which the cost trend rate is to decline	N/A	N/A	5.00%	5.00%
Year that rate reaches the ultimate trend rate	N/A	N/A	2031	2031

We use a long-term return assumption which is validated annually by obtaining long-term asset return, volatility and correlation projections for relevant asset class indexes; modifying volatility and correlations to reflect the actual historical experience of the active managers; calculating the expected return using benchmark weights and indexes; and comparing the return assumption to the sum of the expected return and the historical outperformance of the actual return versus the benchmark. We regularly monitor the active risk of the Master Trust by a statistical regression of the return series of the actual portfolio to that of the policy benchmark.

16. Professional Liability Insurance

We insure substantially all of our professional and general liability risk on a claims-made basis in cooperation with other healthcare organizations in the Greater Boston area through a risk-retention group, Controlled Risk Insurance Company of Vermont, Inc. (CRICO). The Company owns 11% of CRICO. The policies cover claims made during their respective terms, but not those occurrences for which claims may be made after expiration of the policy. Management intends to renew its coverage on a claims-made basis and has no reason to believe that it will be prevented from such renewal.

We follow the accounting policy of establishing reserves to cover the ultimate costs of medical malpractice claims, which include costs associated with litigating or settling claims. The liability also includes an estimated tail liability, established to cover all malpractice claims incurred but not reported to the insurance company as of the end of the year. The total malpractice liability of $573,796 and $576,038 as of September 30, 2024 and 2023, respectively, is presented as an accrued professional liability in the consolidated balance sheets. These reserves have been recorded on a discounted basis using an interest rate of 5.0% and 6.0% as of September 30, 2024 and 2023, respectively.

We also recognize an insurance receivable from CRICO at the same time that it recognizes the liability, measured on the same basis as the liability, subject to the need for a valuation allowance for uncollectible amounts. The insurance receivable of $442,072 and $441,834 as of September 30, 2024 and 2023, respectively, is reported as a component of other assets in the consolidated balance sheets.

Management is not aware of any claims against us or factors affecting CRICO that would cause the expense for professional liability risks to vary materially from the amount provided.

(in thousands of dollars)

17. Concentration of Credit Risk

Financial instruments that potentially subject us to concentration of credit risk consist of patient accounts receivable, research grants receivable, pledges receivable, premiums receivable, certain investments and interest rate swaps.

Mass General Brigham provider organizations receive a significant portion of payments for services rendered from a limited number of government and commercial third-party payers, including Medicare, Medicaid, Blue Cross and Blue Shield of Massachusetts, Harvard Pilgrim Health Care and Tufts Health Plan. Research funding is provided through many government and private sponsors. The Health Plan receives a portion of premium revenue from the Commonwealth.

Pledges receivable are due from multiple donors. We assess the credit risk for pledges based on history and the financial wherewithal of donors, most of which are individuals or organizations well known to us.

Investments, which include government and agency securities, stocks and corporate bonds, private partnerships and other investments, are not concentrated in any corporation or industry or with any single counterparty. Alternative investments are less liquid than other investments. The reported values of the alternative investments may differ significantly from the values that would have been used had a ready market for those securities existed. These instruments may contain elements of both credit and market risk. Such risks include, but are not limited to, limited liquidity, absence of oversight, dependence upon key individuals, emphasis on speculative investments and nondisclosure of portfolio composition.

We minimize our credit risk exposure under interest rate swap agreements by utilizing several counterparties and requiring the counterparties to post collateral for our benefit when the fair value of the swap is positive. We minimize our counterparty risk by contracting with nine counterparties, none of which accounts for more than 20% of the aggregate notional amount of the swap contracts.

18. Net Assets

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

	September 30, 2024	September 30, 2023
Net assets with donor restrictions		
Charity care	$ 223,251	$ 193,671
Buildings and equipment	506,830	851,037
Clinical care, research and academic	3,216,044	2,694,448
	$ 3,946,125	$ 3,739,156

Endowment
Our endowment consists of numerous individual funds established for a variety of purposes and includes both endowment funds with donor restrictions and funds designated by boards to function as endowment. We have interpreted UPMIFA as requiring the preservation of the value of the original contribution of the endowment funds with donor restrictions absent explicit donor

(in thousands of dollars)

stipulations to the contrary. As a result of this interpretation, we classify net assets with donor restrictions, the original value of all contributions with donor stipulations to maintain in perpetuity, accumulated gains required to be maintained in perpetuity by explicit donor stipulation or accumulated gains which have been appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, we consider several factors in making a determination to appropriate or accumulate endowment funds with donor restrictions. These factors include: the duration and preservation of the fund; the purposes of the organization and the endowment fund with donor restrictions; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources of the organization; and the investment policies of the organization.

Endowment Funds with Deficits

From time to time, the value of assets associated with individual endowment funds with donor restrictions may fall below the value of the initial and subsequent donor contribution amounts. These deficits generally result from unfavorable market fluctuations that occurred after the investment of new contributions with donor restrictions or subsequent endowment additions. When such endowment deficits exist, they are classified as a reduction to net assets with donor restrictions.

The following presents the endowment net asset composition by type of fund as of September 30, 2024 and 2023 and the changes in endowment assets for the years ended September 30, 2024 and 2023:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net asset composition by type of fund as of September 30, 2024			
Endowment funds with donor restrictions	$ -	$ 2,929,226	$ 2,929,226
Endowment funds with board designations	1,662,338	-	1,662,338
Total funds	$ 1,662,338	$ 2,929,226	$ 4,591,564

(in thousands of dollars)

	Without Donor Restrictions	With Donor Restrictions	Total
Changes in endowment net assets			
Endowment net assets at September 30, 2023	$ 1,368,005	$ 2,441,991	$ 3,809,996
Investment return			
Investment income	1,660	2,851	4,511
Net realized and unrealized appreciation	261,492	452,078	713,570
Total investment return	263,152	454,929	718,081
Contributions	10,624	142,349	152,973
Appropriation of endowment assets for expenditure	(61,076)	(107,076)	(168,152)
Other changes	81,633	(2,967)	78,666
Total changes	294,333	487,235	781,568
Endowment net assets at September 30, 2024	$ 1,662,338	$ 2,929,226	$ 4,591,564

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net asset composition by type of fund as of September 30, 2023			
Endowment funds with donor restrictions	$ -	$ 2,441,991	$ 2,441,991
Endowment funds with board designations	1,368,005	-	1,368,005
Total funds	$ 1,368,005	$ 2,441,991	$ 3,809,996

(in thousands of dollars)

	Without Donor Restrictions	With Donor Restrictions	Total
Changes in endowment net assets			
Endowment net assets at September 30, 2022	$ 1,285,916	$ 2,167,346	$ 3,453,262
Investment return			
Investment loss	(296)	(498)	(794)
Net realized and unrealized appreciation	129,862	216,938	346,800
Total investment return	129,566	216,440	346,006
Contributions	9,396	151,356	160,752
Appropriation of endowment assets for expenditure	(59,336)	(101,597)	(160,933)
Other changes	2,463	8,446	10,909
Total changes	82,089	274,645	356,734
Endowment net assets at September 30, 2023	$ 1,368,005	$ 2,441,991	$ 3,809,996

19. Functional Expenses

Expenses by functional classification are allocated based on management's judgement, the nature of the expense and historical experience. Such classifications and allocations are as follows:

	Healthcare Services	Research and Academic	Insurance	General and Administrative	Year Ended September 30, 2024
Operating expenses					
Employee compensation and benefit expense	$ 8,762,016	$ -	$ 82,892	$ 1,419,870	$ 10,264,778
Supplies and other expenses	5,182,240	-	94,827	263,209	5,540,276
Medical claims and related expenses	-	-	1,505,038	-	1,505,038
Direct research and noresearch sundry expenses	-	2,240,832	-	-	2,240,832
Depreciation and amortization expenses	691,739	-	-	86,598	778,337
Interest expense	100,276	-	-	75,003	175,279
Total operating expenses	$ 14,736,271	$ 2,240,832	$ 1,682,757	$ 1,844,680	$ 20,504,540

(in thousands of dollars)

Direct research and nonresearch sundry expenses include $1,339,705 of employee compensation and benefit expense and $901,127 of supplies and other expenses for the year ended September 30, 2024.

	Healthcare Services	Research and Academic	Insurance	General and Administrative	Year Ended September 30, 2024
Nonoperating expenses					
Employee compensation and benefit expense	$ -	$ -	$ -	$ 85,449	$ 85,449
Supplies and other expenses	-	-	-	24,244	24,244
Interest expense	-	-	-	57,567	57,567
Pension related interest costs	368,476	52,972	-	63,197	484,645
Total nonoperating expenses	$ 368,476	$ 52,972	$ -	$ 230,457	$ 651,905

	Healthcare Services	Research and Academic	Insurance	General and Administrative	Year Ended September 30, 2023
Operating expenses					
Employee compensation and benefit expense	$ 8,296,219	$ -	$ 72,326	$ 1,290,735	$ 9,659,280
Supplies and other expenses	4,644,283	-	80,980	250,893	4,976,156
Medical claims and related expenses	-	-	1,086,589	-	1,086,589
Direct research and noresearch sundry expenses	-	2,066,518	-	-	2,066,518
Depreciation and amortization expenses	687,592	-	-	86,971	774,563
Interest expense	104,199	-	-	64,566	168,765
Total operating expenses	$ 13,732,293	$ 2,066,518	$ 1,239,895	$ 1,693,165	$ 18,731,871

Direct research and nonresearch sundry expenses include $1,228,043 of employee compensation and benefit expense and $838,475 of supplies and other expenses for the year ended September 30, 2023.

	Healthcare Services	Research and Academic	Insurance	General and Administrative	Year Ended September 30, 2023
Nonoperating expenses					
Employee compensation and benefit expense	$ -	$ -	$ -	$ 78,209	$ 78,209
Supplies and other expenses	-	-	-	37,363	37,363
Interest expense	-	-	-	63,720	63,720
Pension related interest costs	341,062	49,229	-	56,030	446,321
Total nonoperating expenses	$ 341,062	$ 49,229	$ -	$ 235,322	$ 625,613

20. Contingencies

We are subject to complaints, claims and litigation which arise in the normal course of business. In addition, we are subject to reviews and investigations by various federal and state government agencies to assure compliance with applicable laws, some of which are subject to different interpretations. Governmental review of compliance by healthcare organizations has increased.

(in thousands of dollars)

21. Subsequent Events

We have assessed the impact of subsequent events through December 18, 2024, the date the audited financial statements were issued. During this period, there were no subsequent events that require adjustment to the audited financial statements.

Mass General Brigham
Wentworth-Douglass Hospital

Wentworth-Douglass Hospital
Board of Trustees
Effective August 2024

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David Staples, D.D.S.
Atty. Thomas Torr

PETER FIFIELD

Relative Work

Clinical Director Behavioral Health Services The Doorway at Wentworth-Douglass 2018-Present

Experience

Wentworth-Douglass Hospital *Dover, NH*

- Manager of direct care services relative to all day-to-day operations of the Doorway and Integrated Behavioral Health
- Provide consultation and specialized education for all hospital staff members
- Supervise all Behavioral Health staff members at the Doorway and Integrated BH locations
- Create, manage and forecast budget spending
- Strategic planning for all Behavioral Health options within the Hospital System and within primary care settings

Adjunct Faculty 2015-Present
University of New England *Portland, ME*

- Advisor for Doctoral cohorts within the Education Department
- Provided direct feedback and advice to students regarding doctoral dissertation process
- Consulted directly with other UNE faculty, IRB members, and student affiliates regarding all phases of the dissertation process

Manager of Integrated Behavioral Health Services 2012-2018
Integrated Behavioral Health Specialist 2008-2012
Families First Health and Support Center *Portsmouth, NH*

- Manager of all integration and collaborative services include-ing mental health and substance abuse assessment and treatment, nutrition, care coordination, home visiting and other social services in an urban FQHC
- Responsible for startup of Integrated Behavioral Health program including creation of all operational, financial and clinical protocols
- Consulting member for local and regional integration projects regarding integrated care for clients of all ages
- Counseling therapist for low income individuals utilizing a wide range of therapeutic assessments and interventions for clients of all ages living with mental health and substance abuse disorders
- Member of Trauma Informed Care Integration Steering Committee
- Supervisor for all Behavioral Health and Home Visiting staff
- Member of regional collaborative network including local and
- regional hospitals, community mental health, specialty care and social services

Adjunct Faculty 2012-2016
University of MA, Medical School-Center for Integrated Primary Care *Worchester, MA*

- Design and instruction of an online, interactive Motivational Interviewing class for university and Center for Behavioral Health students

Adjunct Faculty 2012-2014
New England College *Henniker, NH*

- Design and implementation of graduate level class on integrated primary care behavioral health
- Instruction of graduate students including lecture, grading, curriculum design and administrative duties
- Instructor of integrated care therapeutic approaches, billing and systems design, philosophy of care, and multidisciplinary communication models

Integrated Behavioral Health Specialist 2006-2008
Summit Community Care Clinic *Frisco, CO*

- Provide diagnostic evaluation, assessment and mental health counseling for adolescents and adults seeking individual and group treatment
- Substance Abuse and DUI Intake Assessment Coordinator
- Group counselor for Colorado Outpatient Eagle Summit (COPES) substance dependence group therapy
- On-Call Emergency Mental Health Services Therapist
- Member of Summit Community Connections Integration Program

Operations Manager, Experiential Educator and Facilitator 1998-2006
Breckenridge Outdoor Education Center *Breckenridge, CO*

- Manager of plant, property and equipment for wilderness therapy facility, interns and wilderness staff
- Facilitator of wilderness therapy sessions with children and adults of all abilities including trauma survivors, individuals living with physical and mental disabilities, veterans and adjudicated youth
- Team Building Facilitator for Professional Challenge Program leading groups such as; The National Guard, Veterans Association, Denver Police Department, U.S. Ski and Swim Teams etc.

Education

Ed. D: Educational/Medical Leadership 2012-2015
University of New England Biddiford, ME

Non-Matriculated Student 2009-2010

Rivier University Nashua, NH

M.S. Counseling Psychology 2005-2008
University of West Alabama Livingston, AL

B.S. Kinesiology; Experiential/Outdoor Education 1994-1998
University of New Hampshire Durham, NH

Professional Presentations

Motivational Interviewing for Health Behavior Change (2018). Harvard Institute of Lifestyle Medicine, Boston, MA.

Trauma Informed Care (2018). New Hampshire Behavioral Health Association Conference, Manchester, NH.

Motivational Interviewing for Medical Providers (2018). New England Ostomy Association Conference, Manchester, NH.

Motivational Interviewing for Health Behavior Change (2017). Harvard Institute of Lifestyle Medicine, Boston, MA

Motivational Interviewing for Health Behavior Change (2016). Harvard Institute of Lifestyle Medicine, Boston, MA

Motivational Interviewing for Health Behavior Change (2015). Harvard Institute of Lifestyle Medicine, Boston, MA

What is Next? Advancing Healthcare from Provider-Centered to Patient-Centered to Family-Centered. (2014). Collaborative Family Healthcare Association Washington, DC.

Motivational Interviewing for Health Behavior Change (2014). Harvard Institute of Lifestyle Medicine, Boston, MA

What is Next? Advancing Healthcare from Provider-Centered to Patient-Centered to Family-Centered. (2014). Collaborative Family Healthcare Association Washington, DC.

Integration of Smoking Cessation Protocols in Primary Care Using QuitWorks New Hampshire (2012). New Hampshire Health Association, Concord NH.

Patient-Centered Asthma Care: Making What we Know Works Operational—EMR Track Examples from the Field (2012). NH Asthma Conference, Concord, NH.

Navigating the Legal and ethical Foundations of Informed Consent and Confidentiality in Integrated Care (2012). Collaborative Family Healthcare Association, Austin TX.

Reducing Tobacco Use in New Hampshire: An Opportunity to Integrate the Work of Primary Care, Public Health, Oral Health and Behavioral Health (2012). New Hampshire Public Health Forum, Concord, NH.

Best Practices for Informed Consent and Confidentiality in Integrated Behavioral Health Setting: Results of a Standardized Survey of Experts and Practitioners (2011). Collaborative Family Healthcare Association, Philadelphia, PA.

Smoking Cessation Interventions and Treatment in the Primary Care Setting (2011). New Hampshire WIC Conference, Concord, NH.

Hard but not Impossible: Institutionalizing Ask, Assist and Refer to QuitWorks-into Primary Care (2011). New Hampshire Chronic Disease Conference, Concord, NH.

H.I.T. or MIS? Best Practices for Collaboration in a Health Information Technology Environment (2010). Collaborative Family Healthcare Association, Louisville, KY.

Data Blitz (2010). Collaborative Family Healthcare Association, Louisville, KY.

Helping Mental Health Practitioners Integrate into the Primary Care Setting (2008), West Slope Casa Psychiatry Symposium, Glenwood Springs, CO Presentations

Integrated Care in Summit County, Colorado (2008). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Washington, DC.

Integrated Care in Summit County, CO (2007). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Chicago, IL.

Professional Publications

, P., Suzuki, J., Minski, S., Carty, J. (2019). Motivational Interviewing and Behavioral Change. In *Lifestyle Medicine.* Manuscript in preparation.

Hudgins, C., Rose, S., , P., & Arnault, S. (2014). The ethics of integration: Where policy and practice collide. In *Medical Family Therapy: Advanced applications* (pp. 381-402). New York, NY: Springer.

Hudgins, C., Rose, S., , P., & Arnault, S. (2013). Navigating the legal and ethical foundations of informed consent and confidentiality in integrated care. *Family, Systems & Health: The Journal of Collaborative Family Healthcare, Special Edition.*

Reitz, R., Common, K., , P., & Stiasny, E. (2011). Collaboration in the presence of an electronic health record. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare , 30* (1), 72-80.

Reitz, R., , P., & Whistler, P. (2011). Integrating a Behavioral Health Consultant into your practice. *Family Practice Management , 18* (1), 18-21.

, P. (2010). Book Review: Behavioral consultation and primary care: A guide to

integrating services. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare , 28* (1), pp. 72-73.

Licenses and Certifications

Licensed Clinical Mental Health Counselor: *State of New Hampshire—2010 Present*

Master Licensed Alcohol and Drug Counselor: *State of Hampshire—2012-Present*

Motivational Interviewing Network of Trainers: *Member/Trainer—2011-Present*

Crisis Prevention Institute: *Nonviolent De-escalation Trainer*

Certified Prime For Life Instructor: Prime For Life Training—2015

Critical Incident Stress Management: *Group and Individual Certified—2008*

Professional Affiliations

Collaborative Family Healthcare Association; Member—Membership and IT Committees & Former Editing Manager *CFHA Blog*

Family Medicine Education Consortium; Member

International Society for Traumatic Stress Studies; Member

American Mental Health Counselors Association; Member

The New Hampshire Mental Health Counselors Association; Member

Community Involvement

Town of Kittery Maine: Kittery Travel Soccer U9-U12 Soccer Coach, U10

Baseball Coach, U9 Lacrosse Coach-2014-Present

Kittery Civil Rights Advocates: 2017-Present

Integrated Delivery Network Region 6: Integrated Care Clinical Advisory Team Member, 2016-Present

Disaster Behavioral Health Response Team: Volunteer Response Team member, 2012-Present

Seacoast Care Collaborative: Special Committee on Community Care Coordination, 2012-2014

Seacoast Integrated Network of Care, Rockingham County New Hampshire; Steering Committee Member, 2008-2012

New Hampshire Integrated Primary Care Learning Collaborative; Member, 2008-Present

Veterans of Foreign Wars and American Legion Local Chapter; Member, 2004-Present

Other

Assessment and integration of Trauma Informed Care concepts within an urban

Research FQHC, 2016-2018

Assessment of Relational Coordination factors in medical teams and the outcomes on activation levels in patients with chronic illness, 2013-2016

Integrated Care Effects on Hypertensive Patient's BioPsyhoSocial Indicators in a Primary Care Setting, 2012-2014

Families First Health and Support Center and Antioch New England: Community Based Participatory Research Integrated Healthcare Outcomes Project, 2008-2011

Qualitative Delphi Study on Health Information Technology use and HIPAA in the Collaborative Healthcare Setting, 2010 -2011

Summit Community Care Clinic and The National Community Council for \ Behavioral Health: Collaborative for Integrated Care Improvement, 2007-2008

Clinical Supervisor

JENNIFER STOUT

Work Experience

Senior Clinician
Hope on Haven Hill - Rochester, NH
September 2016 to Present

As a founding member of this organization, worked to build structure and programming from the ground up. Worked to develop policies and procedures, train staff, and develop curriculum for an 8-bed residential facility treating substance use and co-occurring disorders for pregnant and parenting women that opened 12/16. Currently oversee programming and facilitate treatment at 3 levels of care including residential, intensive outpatient, and outpatient individual and group therapy. Carry a caseload of individual clients. Supervise clinical staff towards licensure.

Intensive Outpatient Director
Goodwin Community Health - Somersworth, NH
March 2016 to September 2016

Worked with agency staff to design and implement an Intensive Outpatient program at Goodwin Community Health to treat co-occurring disorders. Developed a curriculum for a 3-phased program. Work with community agencies including hospitals, corrections, and health centers to screen, assess, and admit clients into the program, monitor their progress, and develop a plan for completion.

Therapist
ROAD To a Better Life - Somersworth, NH
June 2014 to June 2016

Provided initial assessment and treatment planning for clients participating in Suboxone treatment program.
Maintained a caseload of individual therapy clients diagnosed with co-occurring disorders. Planned and facilitated 3-4 therapy groups per week, including gender specific programming for women, exploring topics such as the science of addiction, relapse prevention, recovery skills and healthy relationships.

Substance Abuse and Mental Health Counselor
Manchester Community Health Center - Manchester, NH
March 2015 to March 2016

Provided individual assessment and treatment for individuals with mental health and substance use disorders in a community health care setting. Provide brief and longer term counseling, as well as specialized substance abuse and trauma treatment to clients as appropriate, including Seeking Safety, DBT, and Progressive Counting. Work with medical staff, interpreters, nutritionists and community workers to provide integrated care for a diverse population.
Supervise clinicians towards MLADC certification.

Substance Abuse Counselor
Families First, Healthcare for the Homeless - Portsmouth, NH
September 2010 to June 2014

Provided individual and group substance abuse counseling in the community to individuals who were homeless. Worked closely with medical and care coordination staff on the mobile health care van to meet and offer services to clients in a timely manner. Offered assessment, treatment planning and ongoing counseling using motivational interviewing, cognitive behavioral, DBT, and trauma-informed approaches. Offered crisis intervention services as needed, often working closely with other local agencies to respond best to clients needs.

Clinical Case Manager, Crisis Clinician
Counseling Services Inc - Biddeford, ME
September 2004 to August 2010

-Clinician, Crisis Response Services: Provided telephone support and assessment, as well as face-to-face assessments for adults and children experiencing psychiatric emergencies. Work with clients, agency supervisors and psychiatrists to create a disposition that maintains client safety in the least restrictive setting.
-Clinical Case Manager: Provided supportive counseling and case management services to adults with severe and persistent mental illness. As member of Intensive Community Integration team, worked with clients needing a high level of care. Facilitated family meetings, provided crisis intervention services, took part in weekly multi-disciplinary team meeting. Co-facilitated skills building and activity group weekly.

Education

MSW
Boston University - Boston, MA
September 2002 to May 2006

Master's in Sociology
University of Pennsylvania - Philadelphia, PA
September 1999 to January 2002

Bachelor's in Sociology
Haverford College - Haverford, PA
September 1993 to May 1997

Skills

Trained in DBT, EMDR Basic level, CBT

Trainings/ Presentations:

Home Visitor Conference, DHHS, NH, 2014: "The Impact of Adverse Childhood Experiences on Home Visiting in New Hampshire".
National Healthcare for the Homeless Annual Conference, 2014: "Understanding Homelessness, Adverse Childhood Experiences, and High Risk Behaviors".
Staff Training, Trauma-Informed Care, Ethics, and Healthy Boundaries: Crossroads House, Portsmouth NH, 2015, 2016, 2017.
Parkland Medical Center Behavioral Health Unit, Lunch and Learn: "Trauma Informed Care and Understanding Challenging Behaviors", 2017.
New Hampshire Addiction Summit, "Understanding High Risk Behaviors and Providing Trauma-Informed Care", 2017.
Mass General Hospital Institute of Health Professionals: "Trauma-Informed Care for Nurses", 2016, 2017.
UNH Department of Professional Development: "Trauma-Informed Care Training", Full-Day Training for Clinicians and School Professionals, 2017, 2018.
IDN-6 "Trauma Informed Care for Paraprofessionals", September 24th, October 30th, 2018: Frisbee Hospital and Community Campus
"Understanding Professional Ethics and Boundaries": October 2018, Crossroads House, Portsmouth, NH

Certifications/Licenses

LICSW, February 2019
MLADC, June 2020
CCTP (Certified Clinical Trauma Professional)

CRSW 2 MIECHEN KINGSLEY

Professional Summary

Experienced human service professional passionate about helping children and families to live better lives. Skilled at crisis management techniques, efficient and accurate documentation and relationship building.

Skills

- Microsoft Office | Office Equipment
- Attention to Detail in Documentation
- Interviewing and Assessment
- Time Management
- Compassionate
- Empathetic
- Crisis Management
- Communication Skills

Education

Bachelor of Science, Psychology | *Granite State College, Concord, NH*

Associate in Arts, Liberal Arts Teacher Preparation | *Great Bay Community College, Portsmouth, NH*

Employment History

Parent Aide | Child and Family Services, Seacoast & Concord, NH

August 2017 - Present

- Provide supervised visitation, document cases and create reports
- Connect parents to resources in their community for food, transportation, utilities, education and job opportunities
- Provide Addiction support and community resources for counseling and groups.
- Collaborate with Department of Health and Human Services to meet Client goals and objectives.

Bus Driver | First Student, Dover, NH

January 2009 - Present

- Build positive relationships with students, teachers and parents
- Maintain safe environment during crisis situations using crisis management techniques
- Maintain records including attendance forms and clinical data and prepare reports

Personal Care Assistant | Atlantic Home Life Senior Care, Dover, NH

May 2017 – July 2018

- Provide home patient care and assistance including transportation and utilizing physical therapy techniques
- Teach daily living activities and offer emotional and social support

OLIVIA ROWEL

Doorway CRSW 2

Education

University of Maine, Orono ME
Bachelor's of Science in Social Work — May 2019
Minor: Sociology — GPA: 3.8
Honors:

- The University of Maine Black Bear Award (2015- present)
- The University of Maine Chadbourne Award (2015- present)
- The Tiffany Chase-Scott Scholarship (2015)
- Honors Program (Fall 2015- Spring 2018)
- Dean's List (Fall 2016, Fall 2017- present)

Work Experience\Internships\Volunteer Experience

Intern | **Penobscot Nation Social Services**, Indian Island ME — September 2018- Present
- Worked directly with clients, on policies, and outreach through; Child Support, Domestic Violence & Sexual Assault, Child Protective, and Promoting Safe & Stable Families offices
- Create weekly activities concerning mental health, healthy thinking habits, communicating emotions, and diversity in the Youth Program
- Involved in and assisted with numerous community events organized through the Penobscot Nation Social Services programs

Cashier | **Golden Harvest Produce Market**, Kittery ME — May 2017- Present
- Provided quality customer service in a fast-paced environment
- Constantly multitasked in order to meet the demands of customers (expanding my knowledge on products to better inform customers) and the business (organizing and stocking products)

Intern | **Maine DHHS; Child Protective**, Bangor ME — December 2017- May 2017
- Participated in the many departments within the DHHS Child Protective office in Bangor; permanency, placement, assessment, and administration.
- Observed; Family Facilitated Team Meetings, court cases, home visits, and assessments while learning about case files, documentation and case work.

Volunteer | **Westgate Center for Rehabilitation & Alzheimer's Care**, Bangor ME
- Volunteered thought my second and third year at the University of Maine at Westgate meeting with residents and assisted with their therapy animal events (bringing animals from the Bangor Humane Society into the carpenter for residents to visit with)

Server | **Shipyard Brew Pub**, Eliot ME — August 2013- August 2016
- Assisted in organizing promotional events
- Promoted from hostess to server, and later trained new employees for both positions

KATIE MILLER

Doorway CRSW 3

OBJECTIVE

To work in the position of Certified Recovery Support Worker in a growing department where exceptional ability to multi-task, solve problems, work effectively in a team, and meet deadlines are required in providing outstanding support to patients.

EMPLOYMENT HISTORY

WXXXXXXXXXXXXXXXXXXXXXXXXXt Dover, NH April 2015-Present
Ambulatory Pharmacy Technician
Work as a liaison for Wentworth-Douglass Hospital, Pharmacy Department and Wentworth Health Partners off-site practices. Conduct Medication Management inspections for both Wentworth-Douglass Hospital nursing units and Wentworth Health Partners to verify Joint Commission standards are adhered to. Follow CDC and State guidelines for transportation of vaccines and other medications to off-site practices for patient use. Other projects and tasks as assigned by management.

WXXXXXXXXXXXXXXXXXXXXXXXXXt January 2014- April 2015
Employee Pharmacy Technician
Entered new patient profiles and prescriptions into medication input software system. Communicated directly with doctors' offices via telephone, fax, and email. Provided friendly customer services at prescription drop-off and pick-up counter. Worked closely with pharmacists and used medication input system to safely and accurately dispense medication. Efficiently answered multi-line phone system. Maintained proper compliance logs, including for refrigerator temperatures. Maintained drug inventory levels by ordering necessary medications and supplies and verifying deliveries against purchase orders. Regularly completed paperwork and entered prescription and insurance billing information into patient profiles. Strictly maintained customer and patient confidentiality.

WXXXXXXXXXXXXXXXXXXXXXXXXXt Rochester September 2001-November 2012 Senior Pharmacy Technician
Entered new patient profiles and prescriptions into medication input software system. Communicated directly with doctors' offices via telephone and fax. Provided friendly customer service at prescription drop-off and pick-up counters. Worked closely with pharmacists and used medication input software to safely and accurately dispense medication. Efficiently answered multi-line phone and processed high volume of order requests from nurses, doctors and pharmacists. Answered and screened phone calls for the staff pharmacists in a friendly, efficient manner. Accurately recorded compounded products and prepared appropriate labels. Verified patient data and billing information. Correctly priced and filed prescriptions after they were filled. Regularly completed paperwork and entered prescription and insurance billing information into patient profiles. Strictly maintained customer and patient confidentiality. Processed up to 500 prescriptions on high volume days with accuracy. Appropriately resolved customer issues, complaints and questions.

EDUCATION

XXXXXXXXXXXXXXXXXXXXXXXX *Manchester, New Hampshire*
Bachelor of Arts - Psychology with concentration in Child and Adolescent Development, 2015

CERTIFICATIONS

2005-Present
Pharmacy Technician Certification Board
Nationally Certified Pharmacy Technician

REFERENCES

References available upon request

DRC Medical Assistant

NICOLE BECKWITH

EXPERIENCE

9/9/2019-PRESENT

SYSTEMS COORDINATOR/CLINICAL STUDY COORDINATOR/MEDICAL ASSISTANT, ROAD TO A BETTER LIFE

- Assist the Medical Director in the Road to a Better Life program
- Coordinate training between all 5 locations
- Bi-Weekly meetings with NYU study team
- Weekly off-site meetings with DHMC Research Team
- Tracking patient appointments and weekly reporting of patient results
- Project Management
- Compliance Officer

OFFICE MANAGER, PINEWOOD LASER & SPA

- Answer phones and schedule appointments
- Have extensive knowledge of laser treatments and machines
- Supply ordering
- Performing Body Contouring Treatments
- Customer service client follow-up
- Conflict resolution
- Managing provider schedules

2006- PRESENT

FOOD SERVICE WORKER AND DIET OFFICE REPRESENTATIVE, WENTWORTH DOUGLAS HOSPITLA

- Prepare and deliver patient food trays
- Handle patient meal requests via telephone
- Meet with individual patients to review personal diet

5-2-2016- 9/6/2019

MEDICAL ASSISTANT, DOVER WOMEN'S HEALTH

- Assist provider during office procedures; bladder instillation for botox, perform PTNM procedure under supervision of physician, PNE, perform urodynamics testing, LEEP, colposcopy's, biopsies, D&C's, hysteroscopy's, cystoscopy's and in office ablations
- Prepare patient rooms prior to arrival
- Scanning and importing patient records

- Administer injections
- Clean and sterilize instruments
- Checking patients in and out
- Triaging calls for providers
- Self-catheterization teaching
- Aseptic technique
- Special project for PHO, 11/2018

2012-2016

MEDICAL ASSISTANT, DR. O'CONNELL'S PAINCARE CENTER

- IV insertion
- Receiving and posting patient payments
- Operating the C-ARM for procedures under fluoroscopy
- Assisting providers during office procedures
- Aiding the provider with the ultrasound machine during office procedures

2010-2012

MEDICAL ASSISTANT AND CLINICAL PSR, ROCHESTER OBGYN

- Answer phones and check patients in and out
- Perform and record patient vital signs
- Assist in physical exams, procedures and cultures
- Prepare specimens for laboratory testing.
- Schedule medical procedures and referrals at physician's request

EDUCATION

SEPTEMBER 2019- 2020

SURGICAL TECHNOLOGY PROGRAM, GREAT BAY COMMUNITY COLLEGE

SEPTEMBER 2017 TO 2019

PRE-NURSING PROGRAM, GREAT BAY COMMUNITY COLLEGE

MAY 2017

LNA HEALTH CAREERS

SEPTEMBER 2007-2009

ASSOCIATE IN SCIENCE DEGREE- MEDICAL ASSISTANT, MANCHESTER COMMUNITY COLLEGE

SKILLS

- Strong customer service skills
- Able to handle fast-paced, stressful situations
- Adapt easily and quickly to changing situations
- Familiar with Centricity, Greenway, NexGen, Athena and GPS software
- Possess strong communication skills
- Self-motivated and able to carry out instructions
- CPR certified
- Team leader experience

REFERENCES

Available upon request

MOUD Prescriber APRN KASEY TALON

[redacted]

(862)

Education

University of New Hampshire
May 2011

- Master of Science, Nursing : Family Nurse Practitioner Track

Saint Anselm College Manchester, New Hampshire
May 2006

- Bachelor of Science, Nursing

Certifications:

• Advanced Practice Registered Nurse -New Hampshire	**2011 – present**
• Family Nurse Practitioner – Certified, ANCC	**2011 – present**
• Certified Addictions Registered Nurse – Advanced Practice (CARN-AP)	**2018 - present**
• Registered Nurse – compact license	**2006 - present**
• ACLS	**2009 - 2017**
• CPR/ First Aid for the Professional Rescuer	**2002 - present**

Related Experience

Provider ***ROAD to a Better Life*** Somersworth, NH **January 2014 – present**

Responsible for consultation, assessment and evaluation of patients seeking recovery from a variety of substance use disorders. Treatment includes obtaining a complete health history, ordering relevant labs/ testing, collaboration with other care members and working with patients to develop an individualized treatment plan and appropriate follow up.

Program Director ***ROAD to a Better Life*** Somersworth, NH **May 2018 - present**

Responsible for oversight of the ROAD to a Better Life substance use disorder program. Job functions include keeping up to date on relevant legal and political changes, new medications and treatments, evidence-based practices, current guidelines and insurance changes and requirements. Creating policies and protocols and disseminating to staff, as well as providing adequate education and oversight to providers and staff. Maintaining cohesiveness and efficiency amongst the various office locations across the state. Providing community outreach, support and networking with local in-patient and community-based support networks and development of formal contracts with partnering organizations. Communicating with administration on maintaining cost effective practices, staffing and workflow, and monitoring provider education, training and certifications.

Provider ***Pain Care Centers*** Somersworth, NH **August 2011 – January 2014**

Functioned as an independent primary pain management provider, evaluating and assessing chronic pain patients, and implementing comprehensive, individualized and multidisciplinary treatment plans for patients, providing routine follow-up care, re-evaluation, drug screening, referrals and communication with primary care and referring providers.

Provider ***Pinewood Laser & Spa*** Somersworth, NH **April 2014 – present**

Provide consultations for cosmetic skin therapies including medical history and risk/ benefit analysis on clients. Proper client selection for skin and laser treatments. Provide education regarding pre- and post treatment instructions and preventative counseling for proper skin health.

Trained in: Laser hair removal, laser tattoo removal, laser facials, IPL, Fractional CO2 micro ablative treatments and treatment for pigmented lesions and cosmetic vascular procedures.

Body contouring : True Sculpt 3d.

Injectables Certification in : Botox, complete Juvederm line, Kybella

Product Lines: Farmaesthetics, Skin Medica, DoTerra, Dermablend, Image Skincare, Body Deli

CAROL STILES

MLADC/LICSW

Highly skilled career professional with 25 years of experience in inpatient and outpatient settings, providing co-occurring mental health and substance misuse treatment to individuals and groups, utilizing evidence based treatment modalities.

PROFESSIONAL EXPERIENCE

Jan 15 – present **Integrated Care at Wentworth Health Partners,** *Dover, NH*

Behavioral Health Clinician: Provide individual, couples and family behavioral health interventions, participate in clinical peer collaboration, conduct intake assessments, document in electronic medical records, consults with health providers and other community professionals regarding patient care.

Dec 96 – Sept 2015 **Maine Behavioral Health Care,** *474 Main St. Springvale, ME 04072*

Program Manager: Supervise 10 case managers in two different MBH locations, provide weekly supervision, conduct intakes, triage and assign clients, review cases to insure compliance with insurance regulations, carry caseload.

Clinical Supervisor *Kittery Office* for Assertive Community Treatment team: Provided clinical supervision to masters and bachelor level clinicians. Screened and referred clients to appropriate level of care, audited records to insure compliance with licensing and insurance regulations.

Emergency, Acute Care, and Outpatient Clinician, *Kittery Office:* Evaluated emergency walk-ins, conducted mobile crisis evaluations, and acute care follow up. Coordinated intake and cross program referrals.

Provided individual, couples, and family therapy for those in need of brief as well as long term treatment. Supervised masters level student interns for the Kittery office.

Community Support Worker, *Springvale Office:* Developed and implemented client treatment plans, provided supportive therapy, psycho-education and advocacy to clients with chronic and persistent mental illness. Referred clients to community supports and appropriate human service agencies.

Nov 95 – Dec 96 **CMG Health. Inc.,** *1600 Hooksett Road Hooksett, NH 03106*

***Behavioral Health Care Case Manager*:** Acted as liaison between insurance carrier, provider, and patient. Authorized treatment and developed treatment plans with outpatient therapists and physicians. Managed mental health benefits on a computerized system.

Jan 88 – Nov 95 **Portsmouth Pavilion,** *343 Borthwick Av., Portsmouth, NH 03801*

Psychiatric Social Worker: Treatment team leader for multi-disciplinary treatment team, performed psychosocial assessments provided therapeutic intervention, discharge planning, and referrals for inpatient and outpatient services. Conducted case conferences, acted as community liaison and conducted network meetings, monitored utilization management, supervised masters level interns, lead psycho educational and process groups for co-occurring clients, provided individual, couples and family therapy in both inpatient and outpatient settings.

June 84 – May 87 **New Hampshire Hospital,** *105 Pleasant Street Concord, NH 03301*

Psychiatric Social Worker: Provided therapeutic intervention to patients with chronic and persistent mental illness in an inpatient setting. Collaborated with a team of case managers who were responsible for provided daily support, advocacy, discharge planning and interdisciplinary collaboration with other treatment providers. Performed psychosocial assessments, formulated treatment plans, discharge plans and referrals for patients. Documented evidence to support court petitions and provided court testimony. Provided services and support for geriatric patients and their families.

PROFESSIONAL LICENSURE

Licensed Independent Clinical Social Worker, NH#

Licensed Alcohol and Drug Counselor, ME#

Licensed Clinical Social Worker, ME #

EDUCATIONAL EXPERIENCE

University of Connecticut — Storrs, CT
Master of Social Work

University of New Hampshire — Durham, NH
Bachelor of Arts in Social Services

PROFESSIONAL TRAININGS

New England Institute of Addiction Studies NEIAS
32 CEUS in Clinical Supervision Foundation, August 2014

Behavioral Tech LLC,
Ten-day intensive training course in Dialectical Behavioral Therapy, June 2012

References available upon request

PHOEBE AXTMAN

MLADC Clinician

PROFESSIONAL EXPERIENCE

Be One Counseling, Concord, NH — April 2022- Present

Owner, Primary Clinician

- Provide individual and group therapy for individuals experiencing substance use and mental health challenges.
- Perform MLADC drug and alcohol assessments for court cases, when requested by an individual.

New Hampshire Harm Reduction Coalition, State Wide — July 2022-June 2023

Director of Education

- Create new curriculum and update current teachings of harm reduction in partnership with the care coordination team, medical professionals, and stakeholders. Examples: Harm Reduction 101 & Overdose Prevention.
- Monitoring the progress and efficacy of virtual and in person teaching methods and implement policies for training practices: ethics & compliance.
- Ensure that staff have access to necessary educational supports and continuing education opportunities.
- Work with community organizations to ensure all identified partners have access to harm reduction training.

Riverbend Community Mental Health Center, Concord, NH — March 2022-August 2022

Emergency Services Clinician

- Work in partnership with Beacon Rapid Response Access Point to triage the needs of clients and determine the appropriate intervention.
- Provide clinical assessments and interventions in the Emergency Department, Client Homes and other community locations.
- Work in partnership with physicians and psychiatrists to determine the best path of care for individuals experiencing Substance Use and Mental health.
- Complete the IEA process in order to support clients in connecting to appropriate care.
- Provide short-term therapy, case management, and referrals to appropriate services.

Merrimack County Drug Court/Riverbend Mental Health Center, Concord, NH — July 2020-February 2022

Clinician

- Support individuals experiencing incarceration and substance use disorder through individual and group clinical treatment that is recovery-oriented and harm reduction focused.
- Utilize EMDR, motivational interviewing and CBT to support clients in addressing symptoms and goals.
- Prepare treatment plans and clinical paperwork associated with client's care.
- Track and monitor client progress through the stabilization process.
- Assess, support and outreach clients to provide individual support.

Addiction Recovery Services, Multiple Locations, NH — May 2019-August 2020

Counselor

(See ARS Social Work Intern Position)

Mental Health Center of Greater Manchester, Manchester, NH — May 2018-August 2020

Residential Specialist (Per Diem)

- Support clients in developing skills for independent living and assist clients in achieving treatment plan goals and objectives
- Work with clients one on one and in groups using evidence based practices
- Aid clients in apartment maintenance and activities of daily living and emergency case management
- Maintain thorough documentation and communication with other treatment team members

Mental Health Center of Greater Manchester, Manchester, NH — September 2019-March 2020

Clinical Case Manager (Social Work Intern)

- Manage a caseload of about 10 people:
  - Provided individual therapy using knowledge of evidence-based practices, motivational interviewing, and suicide risk assessment
  - Supported clients with case management needs and referring to internal services and external community resources
  - Managed clinical documentation and maintain electronic medical records
  - Enhanced current knowledge and skills in order to provide the most effective treatment

Addiction Recovery Services, Salem, NH — August 2018-May 2019

Social Work Intern

- Conducted client clinical intake sessions and evaluate client progress while in treatment by utilizing assessments
- Supported client addiction treatment with group therapy and use of Cognitive Behavioral Therapy, Motivational Interviewing and other Evidence Based Practices
- Communicated with insurance companies to check eligibility and request coverage
- Prepared and conduct education for group sessions in order to support client recovery

Mental Health Center of Greater Manchester, Manchester, NH — January 2017-May 2018

Health Mentor Counselor

- Implemented wellness goals in client's treatment plans to reduce persistent symptoms of mental illness
- Supported clients in reaching their objectives for fitness through personal training sessions
- Assisted clients in making positive lifestyle choices through nutrition education and skill development

The Governor's Office, Concord, NH — February 2016-December 2016

Assistant to the Chief of Staff

- Managed schedules and provide administrative support for the Chief and Deputy Chief of Staff, Governor's Legal Counsel, Policy Advisors and Advisor on Addiction and Behavioral Health
- Supported the Governor as a scheduling team member coordinating meeting and event requests
- Assisted the Governor at events, coordinating event logistics prior to the Governor's arrival.
- Coordinated and developed content for ceremonial requests
- Handled calls from constituents, members of the legislature, commissioners and other stakeholders

City Year New Hampshire, Manchester, NH — July 2014-July 2015

Marketing Communications VISTA

- Managed promotion and branding at a site level
- Managed social media platforms including Facebook, Twitter, Instagram, YouTube and Flickr to further promote City Year New Hampshire
- Developed content and coordinated team contributions to the monthly site newsletter and blog

- Coordinated media outreach through news releases and media advisories

City Year Boston, Boston, MA — August 2012-June 2013
Corps Member

- Served as a team member, mentor, tutor and behavior coach providing classroom and community support to the third grade at the Marshall School in Dorchester, MA
- Participated in civic engagement and physical service projects serving Boston
- Served as behavior coordinator of the Lunch Buddies program and prepared behavioral lesson plans
- Tutored students and co-managed a club in the Starfish after-school program

EDUCATION AND CERTIFICATIONS

Master Licensed Drug and Alcohol Counselor, 1249

Licensed Independent Social Worker, 2835

University of New Hampshire, Manchester, NH
Master of Social Work, May 2020

Simmons College, Boston, MA
Bachelor of Arts, *cum laude,* in Public Relations and Marketing Communications, January 2015
Honors: Lambda Pi Eta, Dean's List Spring 2011, Spring 2012, Fall 2013, Spring 2014, Fall 2014

VOLUNTEER AND BOARD EXPERIENCE

Harm Reduction Representative on the Care and Coordination Taskforce for The Governor's Commission on Alcohol & Other Drugs, *March 2023- present;* NH Council on Problem Gambling Board Member, *February 2023-Present;* NHADACA Board At Large Representative, *November 2022-Present*

ANGELA LOCKE

Office Administration

Dedicated, technically skilled and experienced business professional with a versatile administrative skill set developed through experience as an office manager and administrative assistant in the field of mental health.

Excel in decreasing expenses, teambuilding, recruitment, multitasking and management of a variety of administrative positions, such as inventory, general office management, billing and patient records.

Offer advanced computer skills in MS Office Suite and other applications/systems, including, but not limited to multi-phone telephone systems, experience in payroll and accounts payable, as well as in spreadsheet and database collection.

Key Skills

Office Management	Claims submission and follow up	Records Management
Teambuilding & Supervision	Accounts Payable/Receivable	Meeting & Event Planning
Staff Development & Training	Bookkeeping & Payroll	Inventory Management
Policies & Procedures Manuals	Recruitment and Hiring	Expense Reduction
Report and Document Preparation	Spreadsheet & Database Creation	Experience in Mental Health Field

Experience

Great Bay Mental Health Associates, Somersworth, NH **2005 to Present**

Practice Administrator, 2022 to present
Practice Manager, 2007 to 2022
Administrative Assistant, 2005 to 2007

Practice Manager in charge of the day-to-day operations in an outpatient mental health clinic setting, Collaborating directly alongside the CEO for successful daily clinic operations.

Daily Duties can include:

Responds to all received communication in a timely manner.
Posts appropriate payments and adjustments against patient accounts as reported by insurance remittance advices.
Prepares necessary deposit paperwork for all payments posted to include medical records and credit card transactions.
Enter all cash deposits in accounting software.
Prompt and effective research and follow-up on billing related denials by insurance carriers. Assists and follows-up on unpaid claims with appropriate parties, as required.
Routinely reviews insurance specific aging reports for claims that have received no response from the insurance company.
Generate patient statements on a monthly basis.
Direct in-coming faxes, lab reports to appropriate provider and assists in faxing outgoing information as needed.

Responsible for following up on all requests for release of medical records information.
Purchasing and maintaining inventory of all necessary building and office supplies.
Performs payroll on a biweekly basis.
Responsible for entering all invoices received into accounting software and the issuance of checks as directed by the CEO or designee.
On a monthly basis, completes a reconciliation of payments received from the accounting software to patients account software.
Assists provider staff in the completion of any insurance credentialling applications.
Manage provider schedule changes and office space-weekly basis and enters any changes to employee set up with payroll processing company as directed and needed.
I successfully managed the business during the transition period between ownerships.
I successfully transitioned from paper to electronic billing for all insurance companies.
Recruitment of several new providers in order to increase revenue.

Milton Elementary School, Milton NH 2001 – 2005

Paraprofessional
Worked to modify programs for identified special education students, assisting teachers with daily routines, manage fundraising opportunities in the community for school and PTA functions.
Results:
I successfully help raise enough money through fundraising to build a new playground.

Education

Spaulding High School 1991
High School Diploma

McIntosh College 1996
Associate's Degree

RYAN BENNINGTON

Practice Coordinator

[redacted]

Experience

Patient Service Representative

Wentworth-Douglass Hospital

May 2022 - Present (1 year 1 month)

Overlooking provider schedules, provided quality patient experience through check-in and check-out, patient requests, providing a clean and controlled work space, and making sure that all patient records are kept concealed.

Service Supervisor

Hannaford Supermarkets

Jan 2014 - Present (9 years 5 months)

Resolve customer complaints regarding food service.

- Observe and evaluate workers and work procedures to ensure quality standards and service, and complete disciplinary write-ups.
- Assign duties, responsibilities, and work stations to employees in accordance with work requirements.
- Analyze operational problems, such as theft and wastage, and establish procedures to alleviate these problems.
- Recommend measures for improving work procedures and workers performance to increase service quality and enhance job safety.

Darden

Jan 2018 - May 2019 (1 year 5 months)

Set tables with clean linens, condiments, or other supplies.

- Clean up spilled food or drink etc...
- Maintain adequate amount of supplies.
- Stock cabinets and serving areas.

Education

Southern New Hampshire University

Healthcare Administration

Coastal Carolina University

Skills

Reliability • Medical Terminology • Organization Skills • Organizational Behavior • Healthcare Financing • Customer Service • Patient Safety • Epic Systems • Patient Experience

BRYTNEA HOUDE

Patient Access Doorway

Dedicated and focused administrative Assistant with over 20 years' experience. Who excels at prioritizing and completing multiple tasks. With great customer service with clients and coworkers.

Highlights

Self-directed

Professional and mature

Dedicated team player

Strong interpersonal skills

Medical terminology

Mail management

Meeting planning

Patient charting

Insurance eligibility verifications

Documentation

Customer Service

Strong work ethic Maintains strict confidentiality

Computer skills

Scheduling

Ordering supplies

Medical records

Referrals

Extensive phone skills

Strong problem solver

Time management

Problem resolution

Report analysis

Employee training and development

Insurance verification

Patient care advocacy

Accomplishments

Scheduling

Facilitated onboarding of new employees by scheduling training, answering questions and processing paperwork.

Multitasking

Administration

Answered multiple phone lines, transferred calls to corresponding departments, filed patient records and billed accordingly.

Demonstrated proficiencies in telephone, e-mail, fax and front-desk reception within high-volume environment.

Customer Service

Handled customers effectively by identifying needs, quickly gaining trust, approaching complex situations and resolving problems to maximize efficiency.

Administration

Performed administration tasks such as filing, developing spreadsheets, faxing reports, photocopying collateral and scanning documents for inter-departmental use.

Research

Investigated any necessary information for proper billing for insurance companies, patients and DMEs such as proper billing codes.

Experience

June 2006 to Current

Rochester Pulmonary Medicine Rochester , NH

Patient Service Rep

Completed registration quickly and cordially for all new patients. Scanning, importing medical documentation. Scheduled radiology/diagnostic testing. Provided administrative support for three physicians. Processed incoming and outgoing referrals. Scheduled surgeries and procedures in conjunction with Surgical Coordinator.

Maintained an organized logging system for tracking test results. Demonstrated knowledge of HIPAA Privacy and Security Regulations by appropriately handling patient information. Collected and posted copayments. Ordered office supplies/scheduled meetings. Purged outdated files. Disseminated information to correct department, individual or outside location. Trained new employees.

May 2006 to June 2008

Beacon Internal Medicine Portsmouth, NH

Medical Office Specialist

Insurance authorization/Scheduling testing and appointments/Medical Records/Customer Service/Billing

May 2003 to May 2006

Filenes Dept Store Newington , NH

Customer Service/Lead

Customer Service/cashier/Lead/trainer/Displayed stock/Signage

Education

1975 Spaulding High School Rochester, NH

High School Diploma Buisness

ALEXA BEAUDRY

PATIENT ACCESS REPRESENTATIVE

Interested in beginning a career at Wentworth Douglass Hospital on the patient access team to assist patients and guests with my exceptional customer service skills.

EXPERIENCE

MAY 2023 - CURRENT

TEACHER, THE CRAYON BOX LEARNING CENTER

Child development, child safety, CPR certified, classroom management, communication with parents and families

JUNE 2022 – JANUARY 2023

PERSONAL CARE ASSISTANT, WATSON FIELDS

Assist residents with daily living including eating, showering, dressing, toileting, and grooming, making beds and cleaning tasks

JUNE 2020 - JANUARY 2023

SHIPPING AND RECEIVING, SIG SAUER

Prepare orders for shipment, paperwork, stock and restock supplies in proper locations as needed, maintain accurate records

AUGUST 2018 – MARCH 2020

PERSONAL CARE ASSISTANT, WATSON FIELDS

Assist residents with daily living including eating, showering, dressing, toileting, and grooming

AUGUST 2014 – MARCH 2020

CLOSING MANAGER, DOVER BOWL

Customer service, training and supporting new staff, managing finances and daily reports, supporting overall functioning of business, schedule, coordinate, and manage birthday party requests and group events, customer service, front desk, cashier, general cleaning, restocking, arcade equipment repair, kitchen coverage

EDUCATION

SEPTEMBER 2013- JUNE 2017

HIGHSCHOOL DIPLOMA, DOVER HIGH SCHOOL

OCTOBER 2017 – JUNE 2018
COSMETOLOGY, EMPIRE BEAUTY SCHOOL

SKILLS

Strong customer service	Excellent Communication	Problem solving skills
Creative	Computer skills	Team player
Leadership skills	People person	Friendly

References Upon Request

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: The Doorway Operated by Wentworth-Douglass

NAME	JOB TITLE	ANNUAL SALARY	ANNUAL AMOUNT PAID FROM THIS CONTRACT
Peter Fifield	Director of BH Services	$144,996	$72,498
Jennifer Stout	Clinical Supervisor	$122,850	$110,565
Carol Stiles	Clinician	$85,562	$42,781
Phoebe Axtman	Clinician	$58,144	$58,144
Katheryn Miller	CRSW	$60,478	$60,478
Miechen Kingsley	CRSW	$59,361	$59,361
Olivia Rowell	CRSW	$57,553	$57,553
Angela Locke	Practice Administrator	$113,340	$28,335
Ryan Bennett	Practice Coordinator	$76,727	$57,545
Kasey Talon	APRN MAT (MOUD)	$109,999	$109,999
Nicole Beckwith	Medical Assistant (MOUD)	$48,880	$48,880
Brytnea Houde	Patient Access (MOUD)	$41,538	$31,154
Holly Dennard	APRN MAT (MOUD)	$162,074	$16,207
Alexa Beaudry	Patient Access 1.0 FTE	$45,760	$45,760
Not yet hired PRC	Peer Recovery Coach	46,800	$2,340