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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
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Lori A. Weaver
Commissioner

Katja S. Fox
Director

February 5, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** contract with The Cheshire Medical Center (155405-B001), Keene, 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 $7,367,530, 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. 85.57% Federal Funds. 14.43% 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	$789,200
2026	074-500589	Welfare Assistance	92057070	$263,065
2026	074-500589	Welfare Assistance	TBD	$789,200
2027	074-500589	Welfare Assistance	TBD	$263,065
			Subtotal	***$2,104,530***

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	$650,000
			Subtotal	***$1,063,000***
			Total	$7,367,530

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 550 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.

Respectfully submitted,

for Lori A. Weaver
Commissioner

Subject: Doorway for Substance Use-Related Supports and Services (SS-2025-DBH-31-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 The Cheshire Medical Center		1.4 Contractor Address 580 Court Street, Keene, NH 03431	
1.5 Contractor Phone Number 603-354-5400	1.6 Account Unit and Class TBD	1.7 Completion Date 9/29/26	1.8 Price Limitation $7,367,530 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 DocuSigned by: Kathryn Willbarger Date: 5/1/2025		1.12 Name and Title of Contractor Signatory Kathryn Willbarger COO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 5/1/2025		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 On: 5/1/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: DS KW

Date: 5/1/2025

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.

DS

Contractor Initials KW

Date 5/1/2025

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.

Contractor Initials KW

Date 5/1/2025

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

DS

Contractor Initials

Date 5/1/2025

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, mutual agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, Section 9.2., is amended to read:

9.2. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than thirty (30) 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 thirty (30) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 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 A

1.5. Paragraph 14, Insurance is amended by adding subsection 14.1.3 to read:

14.1.3. Professional liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 per annual aggregate.

1.6. Paragraph 14, Insurance, is amended by modifying subparagraph 14.2. to read:

14.2. The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire or registered to conduct business in the State of New Hampshire. These insurance requirements may be satisfied through a program of self-insurance.

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 individuals who may be considered members of any of the following priority populations, as identified by SAMHSA:

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. Ongoing care coordination which includes:

1.4.2.11.1. Reassessment and revision of the clinical evaluation identified above, on an as needed basis, 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, except for individuals only receiving diagnostic 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 priority 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, and where verified, written consent is already in place, 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, and where verified, written consent is already in place, 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 date Governor and Executive Council approves the Agreement, 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 date Governor and Executive Council approves the Agreement 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 (OUD) 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), through care coordination services provided through this Agreement. 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, harm reduction, 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 by race, ethnicity, or language.

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

1.21.4.1. One (1) Director;

1.21.4.2. One (1) Nurse;

1.21.4.3. One (1) Clinician; and

1.21.4.4. One (1) Resource Specialist.

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. Client-level deidentified 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 tenth 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 date Governor and Executive Council approves the Agreement 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 date Governor and Executive Council approves the Agreement, 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 date Governor and Executive Council approves the Agreement, 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 priority populations as 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 date Governor and Executive Council approves the Agreement, 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 extends 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 DTP, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.3.1.2.2 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.

1.3.1.3 Disagreement over Transition Services Results

1.3.1.3.1 In the event the Department is not satisfied with the results of the Transition Services, 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 date Governor and Executive Council approves 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 of the date Governor and Executive Council approves 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 of the date Governor and Executive Council approves 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. 85.57% 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. 14.43% Other funds (Governor's Commission).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Doorway Services Budget through Exhibit C-2, MOUD Services Budget.
4. The Contractor must seek payment for services in the following order:
   4.1. First, if applicable, the Contractor shall charge the client's private insurance.
   4.2. Second, if applicable, the Contractor shall charge Medicare.
   4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
      4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
      4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   4.4. Fourth, the Contractor shall charge the client in accordance with the Contractor's Sliding Fee Scale Program.
   4.5. Lastly, if any portion of the amount specified in the Contractor's Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor may be eligible to receive reimbursement for expenses incurred in the fulfillment of this Agreement and in accordance with Exhibit B, Scope of Services, Sections 1.9, 1.10, and 1.11. This Agreement is one (1) of nine (9) individual Agreements with Contractors providing Doorway services with a total

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.

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

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: *The Cheshire Medical Center*

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

Indirect Cost Rate (if applicable) 7.97%

	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	$335,610	$97,884	$237,726	$111,870	$32,628	$79,242	$342,322	$97,884	$244,438	$113,850	$32,628	$81,222
2. Fringe Benefits	$107,421	$0	$107,421	$35,872	$0	$35,872	$109,543	$0	$109,600	$36,432	$0	$36,493
3. Consultants	$5,000	$0	$5,000	$1,700	$0	$1,700	$5,000	$0	$5,000	$1,500	$0	$1,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$10,000	$0	$10,000	$3,000	$0	$3,000	$7,000	$0	$7,000	$1,500	$0	$1,500
5.(a) Supplies - Educational	$50	$0	$50	$25	$0	$25	$50	$0	$50	$25	$0	$25
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$1,000	$0	$1,000	$400	$0	$400	$1,000	$0	$1,000	$200	$0	$200
5.(d) Supplies - Medical	$5,994	$0	$5,994	$2,000	$0	$2,000	$5,994	$0	$5,994	$2,000	$0	$2,000
5.(e) Supplies - Office	$8,500	$0	$8,500	$2,800	$0	$2,800	$8,500	$0	$8,500	$2,800	$0	$2,800
6. Travel	$2,200	$0	$2,200	$1,000	$0	$1,000	$2,200	$0	$2,200	$800	$0	$800
7. Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$2,000	$0	$2,000	$400	$0	$400	$1,500	$0	$1,600	$150	$0	$150
8. (b) Other - Education and Training	$8,000	$0	$8,000	$2,600	$0	$2,600	$2,250	$0	$2,250	$2,400	$0	$2,400
8. (c) Other - Other (specify below)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Occupancy	$46,000	$0	$46,000	$15,529	$0	$15,529	$46,000	$0	$46,000	$15,529	$0	$15,529
Other Telephone	$2,700	$0	$2,700	$900	$0	$900	$2,700	$0	$2,700	$900	$0	$900
Other Insurance	$4,500	$0	$4,500	$1,500	$0	$1,500	$4,500	$0	$4,500	$1,500	$0	$1,500
Other Subscriptions	$2,000	$0	$2,000	$700	$0	$700	$2,000	$0	$2,000	$700	$0	$700
Other Environmental Services	$3,000	$0	$3,000	$1,000	$0	$1,000	$3,000	$0	$3,000	$800	$0	$800
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL REV OFFSET FROM INSURANCE	$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	$543,975	$97,884	$446,091	$181,296	$32,628	$148,668	$543,559	$97,884	$445,832	$181,086	$32,628	$148,519
Total Indirect Costs	$43,109	$0	$43,109	$14,397	$0	$14,397	$43,368	$0	$43,368	$14,546	$0	$14,546
Subtotals	$587,084	$97,884	$489,200	$195,693	$32,628	$163,065	$586,927	$97,884	$489,200	$195,632	$32,628	$163,065
										TOTAL		$1,304,530

DS

Contractor Initials: 5/1/2025

Date: _____

Exhibit C-2, MOUD Services Budget

New Hampshire Department of Health and Human Services
Contractor Name: The Cheshire Medical Center
Budget Request for: MOUD SERVICES: September 20, 2024 through September 29, 2026
Indirect Cost Rate (if applicable) 8.43%

	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	$248,625	$123,643	$124,982	$82,875	$41,241	$41,634	$249,600	$123,643	$125,957	$83,100	$41,241	$41,859
2. Fringe Benefits	$79,564	$0	$79,564	$26,634	$0	$26,634	$79,903	$0	$79,903	$26,616	$0	$26,616
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.	$975	$0	$975	$300	$0	$300	$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	$3,750	$1,003	$0	$1,003	$2,997	$0	$2,997	$1,003	$0	$1,003
5.(e) Supplies - Office	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
6. Travel	$95	$0	$95	$75	$0	$75	$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	$750	$0	$750	$250	$0	$250	$750	$0	$750	$250	$0	$250
8. (c) Other - Other (specify below)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Occupancy	$42,000	$0	$42,000	$14,140	$0	$14,140	$42,420	$0	$42,420	$14,281	$0	$14,281
Other Telephone	$2,700	$0	$2,700	$900	$0	$900	$2,700	$0	$2,700	$900	$0	$900
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
TOTAL REV OFFSET FROM INSURANCE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$18,000	$0	$18,000	$6,000	$0	$6,000	$18,000	$0	$18,000	$6,000	$0	$6,000
Total Direct Costs	$396,459	$0	$272,816	$132,177	$41,241	$90,936	$396,370	$123,643	$272,727	$132,150	$41,241	$90,909
Total Indirect Costs	$27,184	$0	$27,184	$9,064	$0	$9,064	$27,273	$0	$27,273	$9,091	$0	$9,091
Subtotals	$423,643	$0	$300,000	$141,241	$41,241	$100,000	$423,643	$123,643	$300,000	$141,241	$41,241	$100,000
										TOTAL		$800,000

DS
Contractor Initials: kW
Date: 5/1/2025

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

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

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

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
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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 (l)(b) of this certification; and

11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

LOWER TIER COVERED TRANSACTIONS

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

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

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

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

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

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

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

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

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: 4MXG3

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: Cheshire Medical Center

5/1/2025
Date

DocuSigned by:
Kathryn Willbarger
D52C2A0C4F804F6...
Name: Kathryn Willbarger
Title: 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

Contractor Initials DS

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions, and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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.).

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

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

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

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

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

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

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

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

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

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

III. According to the HIPAA minimum necessary standard;

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

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

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

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

(3) Obligations and Activities of Business Associate:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

accordance with 45 CFR Section 164.528.

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

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

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

(4) Obligations of Covered Entity

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

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

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

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

(5) Termination of Agreement for Cause

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

(6) Miscellaneous

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

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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.I. 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	Cheshire Medical Center
The State	Name of the Contractor
DocuSigned by: Katja S. Fox E00D06B04C63442...	DocuSigned by: Kathryn Willbarger D53C34DE0F084F4...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Kathryn Willbarger
Name of Authorized Representative	Name of Authorized Representative
Director	COO
Title of Authorized Representative	Title of Authorized Representative
5/1/2025	5/1/2025
Date	Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE CHESHIRE MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1980. 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: 62567

Certificate Number: 0006626199

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of March A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Mark Gavin, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Cheshire Medical Center
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Aug 24, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Joseph Perras, MD; Kathryn Willbarger; or Daniel Gross (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Cheshire Medical Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 4/6/2023

Signature of Elected Officer
Name: Mark Gavin
Title: Chair, The Cheshire Medical Center
Board of Trustees

RESOLUTION

That Joseph Perras, Chief Executive Officer/President; Kathryn Willbarger, Chief Operating Officer; Daniel Gross, Chief Financial Officer and their successors in office are hereby jointly and severally authorized and empowered on behalf of Cheshire Medical Center to exercise options and/or rights, warrants, and other securities, and to sell, assign, and transfer all or any stock rights, warrants, bonds, and/or securities hereafter standing or registered in the name of Cheshire Medical Center or Cheshire Health Foundation, to execute the instruments proper or necessary to effect any such purchase and/or transfers and to sell and convey real estate, and to enter into contractual arrangements for any and all Cheshire Medical Center's or Cheshire Health Foundation's regular and program affairs with other institutions and private parties.

That It Be Further Resolved that any and all Resolutions heretofore adopted inconsistent with the above Resolution be and they are hereby rescinded.

Ann Marie Coppo

I hereby certify that the above is a true copy of a Resolution unanimously adopted at a meeting of the Board of Trustees of Cheshire Medical Center held on August 24, 2023.

Betsy Cotter

Betsy Cotter - Secretary
Cheshire Medical Center Board of Trustees

CERTIFICATE OF INSURANCE

DATE: January 13, 2025

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

INSURED
Cheshire Medical Center
590 Court Street
Keene, NH 02241
(603)653-6850

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

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

AUTHORIZED REPRESENTATIVES

DARTHIT-01 AREYNOLDS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2025

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 License # 1780882
HUB International New England
30 Donald B Dean Dr
South Portland, ME 04106

CONTACT NAME: Autumn Reynolds
PHONE (A/C, No, Ext): (207) 699-4643 FAX (A/C, No):
E-MAIL ADDRESS: autumn.reynolds@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Gray Insurance Company	36307
INSURER B: Midwest Employers Casualty Company	23612
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cheshire Medical Center
580 Court Street
Keene, NH 03431

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

Dartmouth Health

Cheshire Medical Center

Mission and Vision

Mission

To lead our community to optimal health and wellness through our clinical and service excellence, collaboration, and compassion for every patient, every time.

Vision

To continually improve the health outcomes of the people we care for through our role in providing high-value health care, remaining a sustainable resource for our region.

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries

Consolidated Financial Statements

June 30, 2024 and 2023

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries

Index

June 30, 2024 and 2023

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Report of Independent Auditors

To the Board of Trustees of Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and subsidiaries

Opinion

We have audited the accompanying Consolidated Financial Statements of Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and its subsidiaries (the Dartmouth Health System), which comprise the consolidated balance sheets as of June 30, 2024 and 2023, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended, including the related notes (collectively referred to as the "Consolidated Financial Statements").

In our opinion, the accompanying Consolidated Financial Statements present fairly, in all material respects, the financial position of Dartmouth Health as of June 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 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 Dartmouth Health System and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

PricewaterhouseCoopers LLP, 101 Seaport Boulevard, Suite 500, Boston, MA 02210
T: (617) 530 5000, F: (617) 530 5001, www.pwc.com/us

pwc

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 Dartmouth Health System's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Consolidated Financial Statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Dartmouth Health System's ability to continue as a going concern for a reasonable period of time.

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

Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the Consolidated Financial Statements taken as a whole. The accompanying consolidating balance sheets and consolidating statements of operations and changes in net assets without donor restrictions as of and for the years ended June 30, 2024 and 2023 (the "supplemental information") is presented for purposes of additional analysis and is not a required part of the Consolidated Financial Statements. The consolidating information is not intended to present, and we do not express an opinion on, the financial position, results of operations and cash flows of the individual companies. The supplemental information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the Consolidated Financial Statements. The supplemental information has been subjected to the auditing procedures applied in the audit of the Consolidated Financial Statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Consolidated Financial Statements or to the Consolidated Financial Statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental information is fairly stated, in all material respects, in relation to the Consolidated Financial Statements taken as a whole.

PricewaterhouseCoopers LLP

Boston, Massachusetts
October 31, 2024

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries

Consolidated Balance Sheets

June 30, 2024 and 2023

(in thousands of dollars)	2024	2023
Assets		
Current assets		
Cash and cash equivalents	$ 257,903	$ 115,996
Patient accounts receivable, net (Note 4)	287,317	289,787
Prepaid expenses and other current assets	186,729	184,104
Total current assets	731,949	589,887
Assets limited as to use (Notes 5 and 7)	1,234,156	1,071,462
Other investments for restricted activities (Notes 5 and 7)	229,626	182,224
Property, plant, and equipment, net (Note 6)	921,320	811,622
Right-of-use assets, net (Note 16)	53,103	55,528
Other assets	251,713	193,333
Total assets	$ 3,421,867	$ 2,904,056
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	$ 22,426	$ 15,236
Current portion of right-of-use obligations (Note 16)	10,142	11,334
Line of credit (Note 13)	41,950	40,000
Accounts payable and accrued expenses	138,466	146,747
Accrued compensation and related benefits	168,855	140,853
Estimated third-party settlements (Note 4)	82,668	64,360
Total current liabilities	464,507	418,530
Long-term debt, excluding current portion (Note 10)	1,199,925	1,098,962
Right-of-use obligations, excluding current portion (Note 16)	45,807	45,671
Insurance deposits and related liabilities (Note 12)	98,397	91,349
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	211,760	206,305
Other liabilities	199,091	173,918
Total liabilities	2,219,487	2,034,735
Commitments and contingencies (Notes 3, 4, 6, 7, 10, 13, and 16)		
Net assets		
Net assets without donor restrictions (Note 9)	923,697	658,988
Net assets with donor restrictions (Notes 8 and 9)	278,683	210,333
Total net assets	1,202,380	869,321
Total liabilities and net assets	$ 3,421,867	$ 2,904,056

The accompanying notes are an integral part of these Consolidated Financial Statements.

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries

Consolidated Statements of Operations and Changes in Net Assets

Years Ended June 30, 2024 and 2023

(in thousands of dollars)	2024	2023
Operating revenue and other support		
Net patient service revenue (Note 4)	$ 2,791,314	$ 2,397,157
Contracted revenue	20,721	84,346
Other operating revenue (Note 4)	780,986	608,875
Net assets released from restrictions	18,126	14,843
Total operating revenue and other support	3,611,147	3,105,221
Operating expenses		
Salaries	1,581,480	1,423,091
Employee benefits	391,708	332,386
Medications and medical supplies	841,277	725,480
Purchased services and other	521,219	458,901
Medicaid enhancement and provider tax (Note 4)	102,727	85,715
Depreciation and amortization (Note 7)	89,985	90,457
Interest (Note 10)	40,869	34,515
Total operating expenses	3,569,265	3,150,545
Operating gain (loss)	41,882	(45,324)
Non-operating gains (losses)		
Investment gains, net (Note 5)	124,724	58,119
Other components of net periodic pension and post retirement benefit income (Note 11 and 14)	(22,702)	(17,691)
Other losses, net	(22,088)	(8,530)
Pension termination settlement charge (Note 12)	(13,287)	
Contribution from acquisition (Note 3)	129,689	
Total non-operating gains, net	196,336	31,898
Excess (deficiency) of revenue over expenses	$ 238,218	$ (13,426)

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

The accompanying notes are an integral part of these Consolidated Financial Statements.

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries

Consolidated Statements of Operations and Changes in Net Assets - Continued

Years Ended June 30, 2024 and 2023

(in thousands of dollars)	2024	2023
Net assets without donor restrictions		
Excess (deficiency) of revenue over expenses	$ 238,218	$ (13,426)
Net assets released from restrictions for capital	15,150	3,229
Change in funded status of pension and other postretirement benefits (Note 11)	11,393	34,901
Other changes in net assets	(52)	(13)
Increase in net assets without donor restrictions	264,709	24,691
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	63,289	23,637
Investment gains, net	14,287	5,846
Net assets released from restrictions	(33,980)	(18,653)
Contribution of assets with donor restrictions acquisition (Note 3)	24,754	
Increase in net assets with donor restrictions	68,350	10,830
Change in net assets	333,059	35,521
Net assets		
Beginning of year	869,321	833,800
End of year	$ 1,202,380	$ 869,321

The accompanying notes are an integral part of these Consolidated Financial Statements.

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries

Consolidated Statements of Cash Flows

Years Ended June 30, 2024 and 2023

(in thousands of dollars)	2024	2023
Cash flows from operating activities		
Change in net assets	$ 333,059	$ 35,521
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities:		
Effects of acquisition	(154,443)	
Depreciation and amortization	90,601	90,806
Amortization of bond premium, discount, and issuance cost, net	(2,745)	(2,779)
Amortization of right-of-use asset	8,830	9,242
Payments on right-of-use lease obligations - operating	(8,489)	(9,162)
Change in funded status of pension and other postretirement benefits	(11,393)	(34,901)
Loss (gain) on disposal of fixed assets	2,212	(883)
Net realized gains and change in net unrealized gains on investments	(138,812)	(79,799)
Restricted contributions and investment earnings	(21,449)	(8,208)
Proceeds from sales of donated securities	9,715	3,818
Changes in assets and liabilities, excluding the effects of acquisition:		
Patient accounts receivable, net	19,588	(38,537)
Prepaid expenses and other current assets	57	1,984
Other assets, net	(43,375)	(21,688)
Accounts payable and accrued expenses	(10,788)	(31,082)
Accrued compensation and related benefits	19,422	(53,093)
Estimated third-party settlements	14,470	(71,907)
Insurance deposits and related liabilities	7,048	12,958
Liability for pension and other postretirement benefits	16,848	12,486
Other liabilities	17,492	21,191
Net cash provided by (used in) operating activities	147,848	(184,033)
Cash flows from investing activities		
Purchase of property, plant, and equipment	(132,454)	(129,321)
Proceeds from sale of property, plant, and equipment	20	1,214
Purchases of investments	(19,641)	(71,410)
Proceeds from maturities and sales of investments	52,606	249,684
Cash received through acquisition	5,794	
Net cash provided by (used in) investing activities	(93,675)	50,167
Cash flows from financing activities		
Proceeds from line of credit	1,583,500	979,500
Payments on line of credit	(1,595,250)	(939,500)
Repayment of long-term debt	(17,206)	(81,907)
Proceeds from issuance of debt	100,137	75,000
Repayment of finance leases	(4,635)	(3,599)
Payment of debt issuance costs	(189)	
Restricted contributions and investment earnings	21,449	8,208
Net cash provided by (used in) financing activities	87,806	37,702
Increase (decrease) in cash and cash equivalents	141,979	(76,164)
Cash and cash equivalents, beginning of year	117,321	193,485
Cash and cash equivalents, end of year	$ 259,300	$ 117,321
Supplemental cash flow information		
Interest paid	$ 49,133	$ 44,382
Construction in progress included in accounts payable and accrued expenses	11,315	5,105
Donated securities	9,715	3,818

The following table reconciles cash and cash equivalents on the Consolidated Balance Sheets to cash, cash equivalents and restricted cash on the Consolidated Statements of Cash Flows.

	2024	2023
Cash and cash equivalents	$ 257,903	$ 115,996
Restricted cash and cash equivalents included in other investments for restricted activities	1,397	1,325
Total of cash, cash equivalents, and restricted cash shown in the consolidated statements of cash flows	$ 259,300	$ 117,321

The accompanying notes are an integral part of these Consolidated Financial Statements

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2024 and 2023

1. Organization and Community Benefit Commitments

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

Dartmouth Health serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic (DHC) and Subsidiaries, Mary Hitchcock Memorial Hospital (MHMH) and Subsidiaries, (DHC and MHMH together are referred to as D-H), The New London Hospital Association, Inc. (NLH), Windsor Hospital Corporation (d/b/a Mt Ascutney Hospital and Health Center) (MAHHC) and Subsidiaries, The Cheshire Medical Center (Cheshire) and Subsidiaries, Alice Peck Day Memorial Hospital (APD) and Subsidiary, Visiting Nurse Association and Hospice of Vermont and New Hampshire (VNH) and Subsidiaries, and Southwestern Vermont Health Care Corporation and Subsidiaries (SVHC). SVHC became a subsidiary of Dartmouth Health on July 3, 2023.

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

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

Community Benefits

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

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

- *The Uncompensated Cost of Care for Medicaid* patients is the unreimbursed cost of providing care to Medicaid patients by the System. The System uses filed Community Benefits Reports, where available, and also tax filings, where necessary, to calculate this amount. The 2024 Community Benefits Reports are expected to be filed in February 2025.
- *Health Professions Education* includes uncompensated costs of training medical students, residents, nurses, and other health care professionals.
- *Subsidized Health Services* are services provided by the Dartmouth Health System resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.
- *Charity Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs.
- *Community Health Improvement Services* include activities carried out to improve community health, and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).
- *Research* includes costs, in excess of awards, for numerous health research and service initiatives within the Dartmouth Health System.
- *Cash and In-Kind Contributions* occur outside of the System through various financial contributions of cash, in-kind donations, and grants to local organizations.
- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges, as well as social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement.

The following table summarizes the value of the community benefit initiatives outlined for the year ended June 30, 2023:

(in thousands of dollars)	
Uncompensated cost of care for Medicaid	$ 209,213
Health professional education	44,268
Subsidized health services	26,617
Charity care	15,719
Community health improvement services	14,567
Research	18,796
Cash and in-kind contributions	4,320
Community building activities	1,493
Total community benefit value	$ 334,993

In fiscal years 2024 and 2023, funds received to offset or subsidize charity care costs provided were $365,000 and $439,000, respectively.

In fiscal years 2024 and 2023, Medicaid and Medicare costs exceeding reimbursement totaled $916,423,000 and $797,604,000, respectively.

2 Summary of Significant Accounting Policies

Basis of Presentation

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

Use of Estimates

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

Excess/(Deficiency) of Revenue over Expenses

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

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

Charity Care

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

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

Patient Service Revenue

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

Contracted Revenue

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

Other Revenue

The Dartmouth Health System recognizes other revenue, which is not related to patient medical care but is central to the day-to-day operations of the Dartmouth Health System. Other revenue, which consists primarily of revenue from retail pharmacy, specialty pharmacy, and contract

pharmacy, is recorded in the amounts to which it expects to be entitled in exchange for the prescriptions. Other revenue also includes Coronavirus Aid, Relief, and Economic Securities Act (CARES Act) Provider Relief Funds from the Department of Health and Human Services (HHS), CARES Act Employee Retention Credit Funds, Federal Emergency Management Agency assistance grant revenue, cafeteria sales, and other support service revenue (Note 4).

Cash Equivalents

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

Investments and Investment Income (Loss)

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

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

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

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

Fair Value Measurement of Financial Instruments

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

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

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

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

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

Property, plant, and equipment

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

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

Bond Issuance Costs

Bond issuance costs, classified on the Consolidated Balance Sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within interest expense in the Consolidated Statements of Operations and Changes in Net Assets using the straight-line method, which approximates the effective interest method.

Intangible Assets and Goodwill
The Dartmouth Health System records goodwill and intangible assets, such as trade names and leases in place, within other assets on the Consolidated Balance Sheets. The Dartmouth Health System considers goodwill and trade names to be indefinite-lived assets, assesses them at least annually for impairment, or more frequently if certain events or circumstances warrant, and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Dartmouth Health System has recorded $10,509,000 and $8,367,000 as intangible assets as of June 30, 2024 and 2023, respectively.

Gifts
Gifts without donor restrictions are recorded as operating income. Conditional promises to give and indications of intentions to give to the Dartmouth Health System are reported at fair value at the date the gift is received. Gifts are reported with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the Consolidated Statements of Operations and Changes in Net Assets as net assets released from restrictions.

3. Acquisitions

Effective July 3, 2023, SVHC became an affiliate of the Dartmouth Health System when Dartmouth Health became the sole corporate member of SVHC through an affiliation agreement. SVHC is a not-for-profit corporation providing a continuum of patient care services to residents of southwestern Vermont, northwestern Massachusetts, and parts of New York. SVHC has a fiscal year end of September 30.

In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, The Dartmouth Health System recorded contribution income of approximately $154,443,000, reflecting the fair value of the contributed net assets of SVHC as of the transaction date. Of this amount, $129,689,000, representing total net assets less donor-restricted net assets, is included as nonoperating gains in the accompanying Consolidated Statements of Operations and Changes in Net Assets. Donor restricted net assets totaling $24,754,000 were recorded within donor restricted net assets in the accompanying Consolidated Statements of Operations and Changes in Net Assets. No consideration was exchanged for the net assets contributed, and acquisition costs are expensed as incurred.

The fair value of assets, liabilities, and net assets contributed by SVHC at July 3, 2023 were as follows:

(in thousands of dollars)

Assets	
Cash and cash equivalents	$ 5,794
Patient accounts receivable, net	17,118
Prepaid expenses and other current assets	9,129
Property, plant, and equipment, net	70,946
Assets limited as to use	92,856
Other assets	38,724
Total assets acquired	$ 234,567
Liabilities	
Accounts payable and accrued expenses	$ 15,173
Accrued compensation and related benefits	8,580
Line of credit	13,700
Long-term debt	28,156
Estimated third-party settlements	3,838
Other liabilities	10,677
Total liabilities assumed	80,124
Net Assets	
Without donor restrictions	129,689
With donor restrictions	24,754
Total net assets	154,443
Total liabilities and net assets	$ 234,567

A summary of the financial results of SVHC included in the Consolidated Statement of Operations and Changes in Net Assets for the period from the date of acquisition, July 3, 2023, through June 30, 2024 is as follows:

(in thousands of dollars)

Total operating revenues	$ 216,946
Total operating expenses	219,902
Operating loss	(2,956)
Nonoperating gains	7,020
Excess of expenses over revenue	4,064
Net assets released from restriction used for capital purposes	5,083
Net assets transferred from affiliate	129,689
Increase in net assets	$ 138,836

A summary of the consolidated financial results of the Dartmouth Health System for the years ended 2023, as if the transactions had occurred on July 1, 2022, are as follows (unaudited):

(in thousands of dollars)	
Total operating revenues	$ 3,308,114
Total operating expenses	3,359,808
Operating loss	(51,694)
Nonoperating gains	38,970
Deficiency of revenues over expenses	(12,724)
Net assets released from restriction used for capital purchases	7,644
Change in funded status of pension and other post retirement benefits	33,535
Change in fair value on interest rate swaps	(13)
Increase in net assets without donor restrictions	$ 28,442

4 Net Patient Service Revenue and Accounts Receivable

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

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

Generally, the Dartmouth Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Dartmouth Health System has elected

to apply the optional exemption provided in ASC 606-10-50-14a and, as such, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. This generally refers to inpatient services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

Established charges represent gross charges. They are not the same as actual pricing, and they generally do not reflect what a hospital is ultimately entitled to for services it provides. Therefore, they are not displayed in the Dartmouth Health System's Consolidated Statements of Operations and Changes in Net Assets.

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

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

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

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

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

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

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

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

The Dartmouth Health System is not aware of any claims, disputes, or unsettled matters with any payor that would materially affect its revenues, for which it has not adequately provided in the accompanying Consolidated Financial Statements.

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

For fiscal year 2023, VT imposed a provider tax on home health agencies in the amount of 4.25% of annual net patient revenue, as determined by the State of VT. As of July 1, 2023, the tax was sunset in the Vermont legislation. Accordingly, in fiscal years 2024 and 2023, home health provider taxes paid were $0 and $579,000, respectively.

Implicit Price Concessions

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

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

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

For the years ended June 30, 2024 and 2023, additional increases in revenue of $6,694,000 and $24,098,000, respectively, were recognized due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

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

The table below shows the Dartmouth Health System's sources of total operating revenue and other support presented at the net transaction price for the years ended June 30, 2024 and 2023

	2024		
(in thousands of dollars)	PPS	CAH	Total
Hospital			
Medicare	$ 655,092	$ 113,586	$ 768,678
Medicaid	189,864	25,680	215,544
Commercial	1,199,567	85,726	1,285,293
Self-pay	8,569	3,108	11,677
Subtotal	2,053,092	228,100	2,281,192
Professional	461,294	37,310	498,604
Subtotal	2,514,386	265,410	2,779,796
Home based care			11,518
Total net patient service revenue			$ 2,791,314

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

Medicaid Enhancement Tax & Disproportionate Share Hospital

On May 22, 2018, the State of NH and all NH hospitals (Hospitals) agreed to resolve disputed issues and enter into a seven-year agreement to stabilize Disproportionate Share Hospital (DSH) payments, with provisions for alternative payments in the event of legislative changes to the DSH program. Under the agreement, the State of NH committed to make DSH payments to the Hospitals in an amount no less than 86% of the Medicaid Enhancement Tax (MET) proceeds collected in each fiscal year, in addition to providing for directed payments or increased rates for Hospitals in an amount equal to 5% of MET proceeds collected from state fiscal year (SFY) 2021 through SFY 2024. The agreement prioritizes DSH payments to critical access hospitals in an

amount equal to 75% of allowable uncompensated care (UCC) with the remainder distributed to Hospitals without critical access designation in proportion to their allowable UCC amounts.

During the years ended June 30, 2024 and 2023, the Dartmouth Health System received DSH payments of $96,411,000 and $85,853,000, respectively. DSH payments are subject to audit and, therefore, for the years ended June 30, 2024 and 2023, the Dartmouth Health System recognized as revenue DSH receipts of $111,740,000 and $83,582,000, respectively.

During the years ended June 30, 2024 and 2023, the Dartmouth Health System paid and recorded $102,727,000 and $85,715,000, respectively, of NH MET and VT provider taxes. The taxes are calculated at 5.4% for NH and 6.0% for VT of certain patient service revenues. The NH MET and VT provider taxes are included in operating expenses in the Consolidated Statements of Operations and Changes in Net Assets. The agreement with the State of NH expired at the end of fiscal year 2024. NH hospitals are actively seeking a new agreement with the State of NH.

Accounts Receivable

The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2024 and 2023:

	2024	2023
Medicare	39%	36%
Medicaid	12%	12%
Commercial	37%	41%
Self Pay	12%	11%
Total	100%	100%

5. Investments

The composition of investments at June 30, 2024 and 2023 is set forth in the following table:

(in thousands of dollars)	2024	2023
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 11,172	$ 6,988
U.S. government securities	90,786	80,595
Domestic corporate debt securities	314,744	271,321
Global debt securities	32,198	37,092
Domestic equities	250,418	205,200
International equities	95,732	75,199
Emerging markets equities	47,031	37,080
Global equities	91,609	77,479
Real Estate Investment Trust	104	2
Private equity funds	159,387	141,808
Hedge funds	59,185	44,558
Other	77	
Subtotal	1,152,443	977,322
Investments held by captive insurance companies (Note 12)		
U.S. government securities	39,420	30,366
Domestic corporate debt securities	11,001	13,918
Global debt securities	13,025	13,180
Domestic equities	11,118	13,994
International equities	6,372	5,372
Subtotal	80,936	76,830
Held by trustee under indenture agreement (Note 10)		
Cash and short-term investments	777	17,310
Total assets limited as to use	1,234,156	1,071,462
Other investments for restricted activities		
Cash and short-term investments	6,673	21,243
U.S. government securities	33,784	27,323
Domestic corporate debt securities	60,369	45,864
Global debt securities	4,924	5,282
Domestic equities	46,721	30,754
International equities	17,716	11,054
Emerging markets equities	8,397	5,187
Global equities	14,904	10,281
Real Estate Investment Trust	19	18
Private equity funds	25,930	18,816
Hedge funds	10,135	6,368
Other	54	34
Total other investments for restricted activities	229,626	182,224
Total investments	$ 1,463,782	$ 1,253,686

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

The following tables summarize investments by the accounting method utilized as of June 30, 2024 and 2023. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

	2024		
(in thousands of dollars)	Fair Value	Equity	Total
Cash and short-term investments	$ 18,622	$	$ 18,622
U.S. government securities	163,990		163,990
Domestic corporate debt securities	153,782	232,332	386,114
Global debt securities	50,147		50,147
Domestic equities	256,605	51,652	308,257
International equities	83,754	36,066	119,820
Emerging markets equities	7,451	47,977	55,428
Global equities		106,513	106,513
Real Estate Investment Trust	123		123
Private equity funds		185,317	185,317
Hedge funds	507	68,813	69,320
Other	131		131
Total investments	$ 735,112	$ 728,670	$ 1,463,782

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

For the years ended June 30, 2024 and 2023, investment income is reflected in the accompanying Consolidated Statements of Operations and Changes in Net Assets as other operating revenue of approximately $830,000 and $905,000, respectively, and as non-operating gains of approximately $124,724,000 and $58,119,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner. It is the intent of the Dartmouth Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreements expire. Under the terms of these agreements, the Dartmouth Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2024 and 2023, the Dartmouth Health System has outstanding commitments of $97,410,000 and $79,753,000, respectively.

6 Property, Plant, and Equipment

Property, plant, and equipment consists of the following at June 30, 2024 and 2023:

(in thousands of dollars)	2024	2023
Land	$ 57,684	$ 40,749
Construction in progress	48,001	43,117
Land improvements	62,121	52,054
Buildings and improvements	1,290,315	1,166,776
Equipment	1,159,947	1,101,410
Subtotal property, plant, and equipment	2,618,068	2,404,106
Less accumulated depreciation	(1,696,748)	(1,592,484)
Total property, plant and equipment, net	$ 921,320	$ 811,622

As of June 30, 2024, construction in progress primarily consists of three projects, the renovation of inpatient wings, as part of the Pavilion backfill project located in Lebanon, NH, the ambulatory expansion project in Manchester, NH, and the lab software upgrade to the Lebanon, Cheshire, New London, and Alice Peck Day locations. The estimated cost to complete the construction in progress is approximately $18,900,000.

As of June 30, 2023, construction in progress primarily consisted of four projects, the Family and Community Care Clinic located in Keene, NH, the renovation of inpatient wings as part of the Pavilion backfill project located in Lebanon, NH, and two lab software upgrades to the Lebanon campus.

Capitalized interest of $0 and $59,000 is included in construction in progress as of June 30, 2024 and 2023, respectively.

Depreciation expense included in operating activities was $87,732,000 and $87,029,000 for 2024 and 2023, respectively.

7 Fair Value Measurements

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

- *Cash and Short-Term Investments* consists of money market funds and are valued at net asset value (NAV) reported by the financial institution and cash which will be used for future investment opportunities.
- *Domestic, Emerging Markets and International Equities* consist of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).
- *U.S. Government Securities, Domestic Corporate and Global Debt Securities* consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third-party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2024 and 2023:

	2024			
(in thousands of dollars)	Level 1	Level 2	Level 3	Total
Assets				
Investments				
Cash and short term investments	$ 18,622	$	$	$ 18,622
U.S. government securities	163,990			163,990
Domestic corporate debt securities	78,164	75,618		153,782
Global debt securities	24,925	25,222		50,147
Domestic equities	234,107	22,498		256,605
International equities	23,810	59,944		83,754
Emerging market equities	7,451			7,451
Real estate investment trust	123			123
Hedge funds	507			507
Other	96	35		131
Total fair value investments	551,795	183,317		735,112

(continued)

(continued)

Deferred compensation plan assets				
Cash and short-term investments	14,463			14,463
Domestic corporate debt securities	9,519			9,519
Domestic equities	54,140			54,140
International equities	7,042			7,042
Multi strategy fund	66,984			66,984
Total deferred compensation plan assets	152,148			152,148
Beneficial interest in trusts			19,466	19,466
Total assets	$ 703,943	$ 183,317	$ 19,466	$ 906,726

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

There were no transfers into or out of Level 1, 2, or 3 measurements due to changes in valuation methodologies during the years ended June 30, 2024 and 2023.

There were no liquidations of Level 3 measurements during the years ended June 30, 2024 and 2023.

8 Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2024 and 2023:

(in thousands of dollars)	2024	2023
Investments held in perpetuity	$ 109,649	$ 88,926
Healthcare services	68,660	38,596
Research	30,663	28,176
Health education	23,708	27,374
Other	18,006	10,825
Charity care	14,241	12,486
Purchase of equipment	13,756	3,950
Total net assets with donor restrictions	$ 278,683	$ 210,333

9 Board Designated and Endowment Funds

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

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

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

donor to a specific purpose or by law. When the restrictions on these funds have been met, the funds are reclassified to net assets without donor restrictions.

In accordance with the Act, the Dartmouth Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

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

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

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2024 and 2023.

Endowment net asset composition by type of fund consists of the following at June 30, 2024 and 2023:

	2024		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$	$ 139,933	$ 139,933
Board-designated endowment funds	30,085		30,085
Total endowed net assets	$ 30,085	$ 139,933	$ 170,018

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

Changes in endowment net assets for the years ended June 30, 2024 and 2023 are as follows:

	2024		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Beginning of year balances	$ 28,688	$ 111,843	$ 140,531
Net investment return	411	11,894	12,305
Contributions		12,627	12,627
Transfers	1,055	11,165	12,220
Release of appropriated funds	(69)	(7,596)	(7,665)
End of year balances	$ 30,085	$ 139,933	$ 170,018
Beneficial interest in perpetual trusts		18,596	
Net assets with donor restrictions		$ 158,529	

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

10. Long-Term Debt

MHMH established the Dartmouth-Hitchcock Obligated Group (DHOG) for the purpose of issuing bonds financed through New Hampshire Health and Education Facilities Authority (NHHEFA) or the "Authority". The members of the obligated group at June 30, 2024 and 2023 consist of Dartmouth Health, MHMH, DHC, NLH, MAHHC, and APD. The members of the obligated group at June 30, 2023 consisted of Dartmouth Health, MHMH, DHC, Cheshire, NLH, MAHHC, and APD. Dartmouth Health is designated as the obligated group agent.

Effective June 26, 2024, after approval from the Dartmouth Health Board of Trustees, Cheshire withdrew from the DHOG. The Cheshire Series 2012 bonds and the related obligated group note

securing the Cheshire bonds, will remain outstanding and therefore constitute a continuing joint and several obligation of the DHOG.

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

A summary of long-term debt at June 30, 2024 and 2023 is as follows:

(in thousands of dollars)	2024	2023
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts through August 2037 (1)	$ 81,040	$ 83,355
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2020A, principal maturing in varying annual amounts, through August 2059 (2)	125,000	125,000
Series 2017A, principal maturing in varying annual amounts, through August 2040 (3)	122,435	122,435
Series 2019A, principal maturing in varying annual amounts, through August 2043 (4)	99,165	109,800
Series 2017B, principal maturing in varying annual amounts, through August 2031 (3)	98,750	99,165
Series 2018C, principal maturing in varying annual amounts, through August 2030 (5)	22,035	22,860
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	20,800	21,715
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
Note payable		
Note payable to a financial institution due in varying annual amounts through 2035 (9)	125,000	125,000
Note payable to a financial institution due in varying annual amounts through 2035 (10)	100,000	
Total obligated group debt	$ 1,122,827	$ 1,037,932

(continued)

(continued)

Other		
2021 Series B Hospital Bonds, including monthly payments of $227,000, including interest of 2.68%, maturing in December, 2031	$ 20,365	$
2021 Series A Hospital Bonds, including monthly payments ranging from $23,333 to $227,000, including interest of 2.75%, maturing in December, 2031	5,557	
Mortgage note payable to the US Dept of Agriculture including monthly payments of $10,892, including interest of 2.375%, maturing in November, 2046	2,267	2,343
Note payable to a financial institution, with principal balance due in full in June, 2034, collateralized by land and building. The note payable is interest free.	341	232
Note payable to a financial institution, payable in interest free monthly installments through December 2024, collateralized by associated equipment.		32
Note payable to the Town of Bennington, VT, with a fixed interest rate of 3.000%. Payment of principal and interest are deferred until March 1, 2025, at which time annual payments will be made.	511	
Total nonobligated group debt	29,041	2,607
Total long-term debt	1,151,868	1,040,539
Add original issue premium and discounts, net	76,975	80,112
Less: Current portion	(22,426)	(15,236)
Debt issuance costs, net	(6,492)	(6,453)
Total long-term debt, net	$ 1,199,925	$ 1,098,962

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

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

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

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

(4) **Series 2019A Revenue Bonds**
The DHOG issued NHHEFA Revenue Bonds, Series 2019A, in October 2019. The Series 2019A revenue bonds mature in variable amounts through 2043 and were used primarily to fund the construction of a 91,000 square foot expansion of facilities in Manchester, NH, to include an Ambulatory Surgical Center as well as various equipment. The interest on the Series 2019A revenue bonds is fixed, with an interest rate of 4.00%.

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

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

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

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

(9) **2020 note payable to financial institution**
The DHOG issued a note payable to TD Bank in May 2020. Issued in response to the COVID-19 pandemic, the proceeds from the note will be used to fund working capital, as needs require. The note matures at various dates through 2035 and is fixed, with an interest rate of 2.56%.

(10) **2023 note payable to financial institution**
The DHOG issued a note payable to TD Bank in the amount of $100,000,000. The note matures at various dates through 2033 and is fixed, with an interest rate of 6.17%.

Outstanding joint and several indebtedness of the DHOG at June 30, 2024 and 2023 is approximately $1,122,827,000 and $1,037,932,000, respectively.

Aggregate annual principal payments of total long-term debt for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	**2024**
2025	$ 22,426
2026	23,293
2027	25,509
2028	26,170
2029	27,114
Thereafter	1,027,356
Total	$ 1,151,868

The Dartmouth Health System indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $777,000 and $17,310,000 at June 30, 2024 and 2023, respectively, are classified as assets limited as to use in the accompanying Consolidated Balance Sheets (Note 5). In addition, debt service reserves of approximately $48,000 and $46,000 at June 30, 2024 and 2023, respectively, are classified as other current assets in the accompanying Consolidated Balance Sheets. The debt service reserves are mainly comprised of escrowed construction funds at June 30, 2024 and 2023.

For the years ended June 30, 2024 and 2023, interest expense on the Dartmouth Health System's long-term debt is reflected in the accompanying Consolidated Statements of Operations and Changes in Net Assets as operating expenses of $40,869,000 and $34,515,000, respectively, and other non-operating losses of $8,203,000 and $3,782,000, respectively, net of amounts capitalized.

11. Employee Benefits

Eligible employees of the Dartmouth Health System are covered under various defined benefit and/or defined contribution plans. In addition, certain members provide postretirement medical and life insurance benefit plans to certain active and former employees who meet eligibility requirements.

A summary of the liability for postretirement and other postretirement plan benefits reported in the Consolidated Balance Sheets at June 30 are as follows:

	2024	2023
Current portion of liability for postretirement medical and life benefits	$ (3,241)	$ (3,386)
Current portion of liability for pension and other postretirement plan benefits	$ (3,241)	$ (3,386)
Long-term portion of liability for pension	$ (184,288)	$ (177,006)
Long-term portion of liability for postretirement medical and life benefits	(27,472)	(29,299)
Liability for pension and other postretirement plan benefits, excluding current portion	$ (211,760)	$ (206,305)
Total liability for pension and other postretirement plan benefits	$ (215,001)	$ (209,691)

Included within accrued compensation and related benefits on the Consolidated and Consolidating Balance Sheets.

Defined Benefit Plans

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

Net periodic pension expense included in employee benefits expense in the Consolidated Statements of Operations and Changes in Net Assets is comprised of the following components for the years ended June 30, 2024 and 2023:

(in thousands of dollars)	2024	2023
Interest cost on projected benefit obligation	$ 46,921	$ 45,924
Expected return on plan assets	(41,321)	(46,071)
Net loss amortization	15,248	15,820
Settlement	13,287	
Total net periodic pension expense	$ 34,135	$ 15,673

The following assumptions were used to determine net periodic pension expense as of June 30, 2024 and 2023:

	2024	2023
Discount rates	4.85 - 5.90%	4.40% - 5.10%
Rate of increase in compensation	N/A	N/A
Expected long-term rates of return on plan assets	4.85 - 7.25%	4.40% - 7.25%

The following table sets forth the funded status and amounts recognized in the Dartmouth Health System's Consolidated Financial Statements for the defined benefit pension plans at June 30, 2024 and 2023:

(in thousands of dollars)	2024	2023
Change in benefit obligation		
Benefit obligation, beginning of year	$ 866,750	$ 938,886
Interest cost	46,921	45,924
Benefits paid	(59,301)	(58,580)
Experience loss	(1,809)	
Actuarial gain/(loss)	2,643	(59,480)
Settlements	(61,442)	
Benefit obligation, end of year	793,762	866,750
Change in plan assets		
Fair value of plan assets, beginning of year	689,744	747,095
Actual return on plan assets	23,005	1,229
Benefits paid	(59,301)	(58,580)
Employer contributions	17,468	
Settlements	(61,442)	
Fair value of plan assets, end of year	609,474	689,744
Funded status of the plans	$ (184,288)	$ (177,006)
Current portion of liability for pension	$	$
Long-term portion of liability for pension	(184,288)	(177,006)
Liability for pension	$ (184,288)	$ (177,006)

As of June 30, 2024 and 2023, the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying Consolidated Balance Sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include $480,101,000 and $489,486,000 of net actuarial loss as of June 30, 2024 and 2023, respectively.

The amounts amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2024 for net actuarial losses was $15,248,000.

The following table sets forth the assumptions used to determine the accumulated benefit obligation at June 30, 2024 and 2023:

	2024	2023
Discount rates	6.00%	4.85–5.90%
Rate of increase in compensation	N/A	N/A

The primary investment objective for the defined benefit plans' assets is to support the pension liabilities of the pension plans for employees of the Dartmouth Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the pension plan's liabilities. As of June 30, 2024, it is expected that the LDI strategy will hedge approximately 75% of the interest rate risk associated with pension liabilities. As of June 30, 2023, the expected LDI hedge was approximately 70%. To achieve the appreciation and hedging objectives, the pension plans utilize a diversified structure of asset classes. The asset classes are designed to achieve stated performance objectives, measured on a total return basis which includes income plus realized and unrealized gains and losses.

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

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	2%
U.S. government securities	0–20	16
Domestic debt securities	20–58	40
Global debt securities	0–26	0
Domestic equities	5–35	15
International equities	5–15	6
Emerging market equities	3–13	4
Global Equities	0-10	7
Real estate investment trust funds	0-5	0
Private equity funds	0-5	0
Hedge funds	5-18	10

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

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

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

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

The following table sets forth the Dartmouth Health System's pension plans' investments that were accounted for at fair value as of June 30, 2024 and 2023:

	2024					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$	$ 9,846	$	$ 9,846	Daily	1
U.S. government securities	45,202			45,202	Daily–Monthly	1–15
Domestic debt securities	64,075	200,343		264,418	Daily–Monthly	1–15
Domestic equities	66,717	28,921		95,638	Daily–Monthly	1–10
International equities		37,727		37,727	Daily–Monthly	1–11
Emerging market equities		26,530		26,530	Daily–Monthly	1–17
Global equities		48,690		48,690	Daily–Monthly	1–17
Total investments	$ 175,994	$ 352,057	$	$ 528,051		

	2023					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$	$ 10,667	$	$ 10,667	Daily	1
U.S. government securities	22,919			22,919	Daily–Monthly	1–15
Domestic debt securities	96,004	250,964		346,968	Daily–Monthly	1–15
Domestic equities	89,391	26,849		116,240	Daily–Monthly	1–10
International equities	18,912	22,361		41,273	Daily–Monthly	1–11
Emerging market equities		26,743		26,743	Daily–Monthly	1–17
Global equities		52,461		52,461	Daily–Monthly	1–17
Total investments	$ 227,226	$ 390,045	$	$ 617,271		

Additionally, private equity and hedge funds, valued at NAV, totaled $81,423,000 and $72,473,000 as of June 30, 2024 and 2023, respectively. Private equity and hedge funds, maintained in the pension plans' investments, have redemption terms that vary between quarterly and annually, and generally require between 60-96 days' notice.

There were no transfers into or out of Level 1, 2, or 3 measurements due to changes in valuation methodologies during the years ended June 30, 2024 and 2023.

The weighted average asset allocation by asset category for the Dartmouth Health System's pension plans is as follows at June 30, 2024 and 2023:

	2024	2023
Cash and short-term investments	2 %	3 %
U.S. government securities	16	5
Domestic debt securities	40	42
Global debt securities	0	4
Domestic equities	15	17
International equities	6	7
Emerging market equities	4	4
Global equities	7	6
Hedge funds	10	12
Total	100 %	100 %

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

The Dartmouth Health System is expected to contribute approximately $30,000,000 to the Plans in 2025, however actual contributions may vary from expected amounts.

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

	(in thousands of dollars)
2025	$ 59,584
2026	61,036
2027	61,996
2028	62,867
2029	63,495
2030 - 2034	316,610

Defined Contribution Plans

The Dartmouth Health System has employer-sponsored plans for certain of its members, under which the employer makes contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of $74,481,000 and $71,152,000 in 2024 and 2023, respectively, are included in employee benefits expenses in the accompanying Consolidated Statements of Operations and Changes in Net Assets.

Postretirement Medical and Life Insurance Benefits

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

Net periodic postretirement medical and life benefit cost is comprised of the components listed below for the years ended June 30, 2024 and 2023:

(in thousands of dollars)	2024	2023
Service cost	$ 225	$ 357
Interest cost	1,856	1,956
Net (income) loss amortization	(2)	62
Total	$ 2,079	$ 2,375

The following table sets forth the accumulated postretirement medical and life insurance benefit obligation amounts recognized in the Dartmouth Health System's Consolidated Financial Statements at June 30, 2024 and 2023:

(in thousands of dollars)	2024	2023
Change in benefit obligation		
Accumulated benefit obligation, beginning of year	$ 32,685	$ 40,315
Service cost	225	357
Interest cost	1,856	1,956
Benefits paid	(3,486)	(3,588)
Actuarial income	(567)	(6,355)
Accumulated benefit obligation, end of year	30,713	32,685
Current portion of liability for postretirement medical and life benefits	$ (3,241)	$ (3,386)
Long-term portion of liability for postretirement medical and life benefits	(27,472)	(29,299)
Funded status of the plans and liability for postretirement medical and life benefits	$ (30,713)	$ (32,685)

As of June 30, 2024 and 2023, the liability for postretirement medical and life insurance benefits is included in the liability for pension and other postretirement plan benefits in the accompanying Consolidated Balance Sheets.

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

(in thousands of dollars)	2024	2023
Net actuarial income	$ (2,535)	$ (1,970)
Total	$ (2,535)	$ (1,970)

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30, 2024 and thereafter:

	(in thousands of dollars)
2025	$ 3,338
2026	3,366
2027	3,360
2028	3,188
2029	3,069
2030-2034	14,095

In determining the accumulated benefit obligation for the postretirement medical and life insurance plans, the Dartmouth Health System used discount rates of 6.10 - 6.60% in 2024, and assumed healthcare cost trend rates of 6.25 – 6.50%, trending down to 5.00% in 2029 and thereafter.

12 Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, Cheshire, NLH, APD, MAHHC, and VNH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company.

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

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2024 and 2023, are summarized as follows:

	2024		
	HAC	RRG	Total
(in thousands of dollars)			
Assets	$ 100,066	$ 2,628	$ 102,694
Shareholders' equity	13,620	50	13,670

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

13 Commitments and Contingencies

Litigation

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

Lines of Credit

The Dartmouth Health System has entered into loan agreements with financial institutions, establishing access to revolving lines of credit up to $120,000,000. Interest is variable and determined using the Bloomberg Short-Term Bank Yield Index, the Wall Street Journal Prime Rate, or the Secured Overnight Financing Rate. The loan agreements are due to expire October 3, 2025 and January 31, 2025. The outstanding balances on the lines of credit totaled $41,950,000 and $40,000,000 as of June 30, 2024 and 2023, respectively. Interest expense was approximately $4,367,000 and $1,200,000 for the years ended June 30, 2024 and 2023, respectively, and is included in the Consolidated Statements of Operations and Changes in Net Assets.

14 Functional Expenses

Operating expenses are presented by functional classification in accordance with the overall service missions of the Dartmouth Health System. Each functional classification displays all expenses related to the underlying operations by natural classification. Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided. Medicaid enhancement tax is allocated to program services. Interest expense is allocated

based on usage of debt-financed space. Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department.

Operating expenses of the Dartmouth Health System by functional and natural basis are as follows for the years ended June 30, 2024 and 2023, respectively:

	2024			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating				
Salaries	$ 1,356,800	$ 222,603	$ 2,077	$ 1,581,480
Employee benefits	341,483	49,747	478	391,708
Medical supplies and medications	833,657	7,614	6	841,277
Purchased services and other	361,683	152,130	7,406	521,219
Medicaid enhancement tax	102,727			102,727
Depreciation and amortization	46,069	43,873	43	89,985
Interest	8,293	32,569	7	40,869
Total operating	$ 3,050,712	$ 508,536	$ 10,017	$ 3,569,265

	Program Services	Management and General	Fundraising	Total
Non-operating				
Employee benefits	$ 31,706	$ 4,200	$ 83	$ 35,989
Interest		8,203		8,203
Development			10,203	10,203
Total non-operating	$ 31,706	$ 12,403	$ 10,286	$ 54,395

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

	Program Services	Management and General	Fundraising	Total
Non-operating				
Employee benefits	$ 15,606	$ 2,077	$ 8	$ 17,691
Interest		3,782		3,782
Development			8,799	8,799
Total non-operating	$ 15,606	$ 5,859	$ 8,807	$ 30,272

15 Liquidity

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

The Dartmouth Health System's financial assets available at June 30, 2024 and 2023 to meet cash needs for general expenditures within one year of June 30, 2024 and 2023, respectively are as follows:

(in thousands of dollars)	2024	2023
Cash and cash equivalents	$ 257,903	$ 115,996
Patient accounts receivable	287,317	289,787
Assets limited as to use	1,234,156	1,071,462
Other investments for restricted activities	229,626	182,224
Total financial assets	2,009,002	1,659,469
Less those unavailable for general expenditure within one year		
Investments held by captive insurance companies	(80,936)	(76,830)
Investments for restricted activities	(229,626)	(182,224)
Bond proceeds held for capital projects	(77)	(17,310)
Other investments with liquidity horizons greater than one year	(159,491)	(141,810)
Total financial assets available within one year	$ 1,538,172	$ 1,241,295

The Dartmouth Health System used cash flow from operations of approximately $147,848,000 and ($164,033,000) for the years ended June 30, 2024 and June 30, 2023, respectively. In addition, the Dartmouth Health System's liquidity management plan includes investing excess daily cash in intermediate or long-term investments based on anticipated liquidity needs. The Dartmouth Health System has available lines of credit of up to $120,000,000 which it can draw upon as needed to meet its liquidity needs. See Note 13 for further details on the lines of credit.

16 Lease Commitments

Dartmouth Health determines if an arrangement is or contains a lease at inception of the contract. Right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at commencement date, based on the present value of lease payments over the lease term. The Dartmouth Health System uses the implicit rate noted within the contract. If not readily available, the Dartmouth Health System uses an estimated incremental borrowing rate, which is derived using a collateralized borrowing rate, for the same

currency and term, as the associated lease. A right-of-use asset and lease liability is not recognized for leases with an initial term of 12 months or less, rather the Dartmouth Health System recognizes lease expense for these leases on a straight-line basis, over the lease term, within lease and rental expense.

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

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

The components of lease expense for the years ended June 30, 2024 and 2023 are as follows:

(in thousands of dollars)	2024	2023
Operating lease cost	$ 8,444	$ 9,590
Variable and short term lease cost (a)	10,866	10,608
Total lease and rental expense	$ 19,310	$ 20,198
Finance lease cost		
Depreciation of property under finance lease	$ 4,793	$ 3,778
Interest on debt of property under finance lease	1,321	546
Total finance lease cost	$ 6,114	$ 4,324

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

Supplemental cash flow information related to leases for the years ended June 30, 2024 and 2023 are as follows:

(in thousands of dollars)	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 9,450	$ 10,067
Operating cash flows from finance leases	1,376	546
Financing cash flows from finance leases	4,635	3,599
Total	$ 15,461	$ 14,212

Supplemental balance sheet information related to leases as of June 30, 2024 and 2023 are as follows:

(in thousands of dollars)	2024	2023
Operating Leases		
Right-of-use assets - operating leases	$ 57,999	59,258
Accumulated amortization	(30,834)	(26,731)
Right-of-use assets - operating leases, net	27,165	32,527
Current portion of right-of-use obligations	5,987	7,799
Long-term right-of-use obligations, excluding current portion	25,817	25,386
Total operating lease liabilities	31,804	33,185
Finance Leases		
Right-of-use assets - finance leases	39,965	32,837
Accumulated depreciation	(14,027)	(9,836)
Right-of-use assets - finance leases, net	25,938	23,001
Current portion of right-of-use obligations	4,155	3,535
Long-term right-of-use obligations, excluding current portion	19,990	20,285
Total finance lease liabilities	$ 24,145	23,820
Weighted Average remaining lease term, years		
Operating leases	4.02	7.54
Finance leases	14.96	15.73
Weighted Average discount rate		
Operating leases	3.72%	2.36%
Finance leases	6.60%	3.46%

The Dartmouth Health System obtained $3.2 million and $7.8 million of new and modified operating and financing leases, respectively, during the year ended June 30, 2024.

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

Future maturities of lease liabilities as of June 30, 2024 are as follows:

(in thousands of dollars)	Operating Leases	Finance Leases
Year ending June 30:		
2025	$ 6,783	$ 5,404
2026	5,264	4,905
2027	4,118	3,647
2028	3,001	2,646
2029	2,493	1,794
Thereafter	9,332	18,621
Total lease payments	30,991	37,017
Less imputed interest	(2,959)	(9,099)
Total lease obligations	$ 28,032	$ 27,918

17 Subsequent Events

The Dartmouth Health System has assessed the impact of subsequent events through October 31, 2024 the date the audited Consolidated Financial Statements were issued, and has concluded that there were no such events that require adjustment to the audited Consolidated Financial Statements or disclosure in the notes to the audited Consolidated Financial Statements other than as noted below.

On July 31, 2024, Valley Regional Healthcare, Inc. (VRHC) and its subsidiary, Valley Regional Hospital, (a critical access hospital located in Claremont, NH) and affiliates (VRH), became subsidiaries of the Dartmouth Health System.

Consolidating Supplemental Information

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries

Consolidating Balance Sheets

June 30, 2024

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Alice Peck Day Memorial	Mt. Ascutney Hospital and Health Center	New London Hospital Association	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Dartmouth Health Consolidated
Assets										
Current assets										
Cash and cash equivalents	$ 111,792	$ 54,156	$ 13,327	$ 39,000		$ 218,275	$ 39,628	$	$ 257,903
Patient accounts receivable, net	221,992	9,307	9,343	9,922		250,564	36,753		287,317
Prepaid expenses and other current assets	45,504	233,689	(33)	511	1,470	(78,104)	203,037	17,888	(34,196)	186,729
Total current assets	157,296	455,681	63,430	23,181	50,392	(78,104)	671,876	94,269	(34,196)	731,949
Assets limited as to use	115,784	898,272	16,106	26,862	19,973	(227)	1,076,770	157,386		1,234,156
Notes receivable, related party	838,175	11,126	366			(828,172)	21,495	(366)	(21,129)	-
Other investments for restricted activities	41	136,368	7,004	8,058	3,534		155,003	74,623		229,626
Property, plant, and equipment, net		656,781	27,646	18,120	44,979		747,526	173,794		921,320
Right-of-use assets, net	140	27,499	14,076	4,572	1,452		47,739	5,364		53,103
Other assets	7,081	188,452	16,156	5,080	6,988		223,737	27,976		251,713
Total assets	$ 1,118,497	$ 2,374,177	$ 144,784	$ 85,873	$ 127,318	$ (906,503)	$ 2,944,146	$ 533,046	$ (55,325)	$ 3,421,867
Liabilities and Net Assets										
Current liabilities										
Current portion of long-term debt	$ 17,435	$	$ 890	$ 24	$	$	$ 18,349	$ 4,077	$	$ 22,426
Current portion of right-of-use obligations	140	7,533	789	438	220		9,120	1,022		10,142
Line of credit		29,000					29,000	12,950		41,950
Accounts payable and accrued expenses	51,894	134,987	3,815	7,271	3,694	(78,331)	123,330	49,332	(34,196)	138,466
Accrued compensation and related benefits		138,621	4,657	4,374	3,746		151,398	17,457		168,855
Estimated third-party settlements		44,357	12,208	999	17,472		75,036	7,632		82,668
Total current liabilities	69,469	354,498	22,359	13,106	25,132	(78,331)	406,233	92,470	(34,196)	464,507
Notes payable, related party		784,427		17,570	26,175	(828,172)		21,129	(21,129)	-
Long-term debt, excluding current portion	1,108,238	25,140	21,077	(23)			1,154,432	45,493		1,199,925
Right-of-use obligations, excluding current portion		20,754	13,986	4,331	1,266		40,337	5,470		45,807
Insurance deposits and related liabilities		96,918	368	206	262		97,754	643		98,397
Liability for pension and other postretirement plan benefits, excluding current portion		211,454		306			211,760			211,760
Other liabilities		165,236	3,059		2,416		170,711	28,380		199,091
Total liabilities	1,177,707	1,658,427	60,849	35,496	55,251	(906,503)	2,081,227	193,585	(55,325)	2,219,487
Commitments and contingencies										
Net assets										
Net assets without donor restrictions	(59,210)	563,096	76,831	40,601	66,958		688,376	235,281	40	923,697
Net assets with donor restrictions		152,654	7,004	9,776	5,109		174,543	104,180	(40)	278,683
Total net assets	(59,210)	715,750	83,935	50,377	72,067		862,919	339,461		1,202,380
Total liabilities and net assets	$ 1,118,497	$ 2,374,177	$ 144,784	$ 85,873	$ 127,318	$ (906,503)	$ 2,944,146	$ 533,046	$ (55,325)	$ 3,421,867

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries
Consolidating Balance Sheets
June 30, 2024

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock and Subsidiaries	Alice Peck Day and Subsidiary	Cheshire Medical and Subsidiaries	Mt. Ascutney and Subsidiaries	New London Hospital Association	Southwestern VT Health Care Corp and Subs	Visiting Nurse Assoc. and Subsidiaries	Eliminations	Dartmouth Health Consolidated
Assets										
Current assets:										
Cash and cash equivalents	$ 111,792	$ 1,264	$ 64,114	$ 22,417	$ 13,508	$ 39,000	$ 4,634	$ 1,174	$	$ 257,903
Patient accounts receivable, net		221,992	9,307	14,344	9,526	9,922	21,303	923		287,317
Prepaid expenses and other current assets	45,504	234,013	(210)	6,809	503	1,470	10,172	768	(112,300)	186,729
Total current assets	157,296	457,269	73,211	43,570	23,537	50,392	36,109	2,865	(112,300)	731,949
Assets limited as to use	115,784	930,022	16,106	10,493	28,288	19,973	96,586	17,131	(227)	1,234,156
Notes receivable, related party	838,175	11,126							(849,301)	
Other investments for restricted activities	41	144,920	7,240	42,535	8,058	3,534	23,203	95		229,626
Property, plant, and equipment, net		659,456	43,744	71,253	19,423	44,979	77,316	5,149		921,320
Right-of-use assets, net	140	27,499	14,104	1,442	4,572	1,452	3,851	43	14	53,103
Other assets	7,061	188,628	8,321	25,624	2,619	6,988	11,999	473		251,713
Total assets	$ 1,118,497	$ 2,418,920	$ 162,726	$ 194,917	$ 86,497	$ 127,318	$ 249,064	$ 25,756	$ (961,828)	$ 3,421,867
Liabilities and Net Assets										
Current liabilities:										
Current portion of long-term debt	$ 17,435	$	$ 890	$ 945	$ 28	$	$ 3,050	$ 78	$	22,426
Current portion of right-of-use obligations	140	7,533	796	384	438	220	621	10		10,142
Line of credit		29,000					12,950			41,950
Accounts payable and accrued expenses	51,894	135,488	4,601	24,622	7,425	3,694	22,619	650	(112,527)	138,466
Accrued compensation and related benefits		138,621	5,207	6,623	4,377	3,746	9,550	731		168,855
Estimated third-party settlements		44,357	12,208	6,402	999	17,472	1,230			82,668
Total current liabilities	69,469	354,999	23,702	38,976	13,267	25,132	50,020	1,469	(112,527)	464,507
Notes payable, related party		784,427		21,129	17,570	26,175			(849,301)	
Long-term debt, excluding current portion	1,108,238	25,140	21,035	19,942	1,212		23,189	2,189		1,199,925
Right-of-use obligations, excluding current portion		20,754	14,006	1,151	4,331	1,266	4,265	34		45,807
Insurance deposits and related liabilities		96,918	368	621	206	262		22		98,397
Liability for pension and other postretirement plan benefits, excluding current portion		211,454			306					211,760
Other liabilities		165,236	23,921	2,311		2,416	5,207			199,091
Total liabilities	1,177,707	1,658,928	83,032	84,130	35,892	55,251	82,661	3,714	(961,828)	2,219,487
Commitments and contingencies										
Net assets										
Net assets without donor restrictions	(59,210)	598,613	72,454	43,703	40,829	66,958	138,836	21,474	40	923,697
Net assets with donor restrictions		161,379	7,240	67,084	9,776	5,109	27,567	568	(40)	278,683
Total net assets	(59,210)	759,992	79,694	110,787	50,605	72,067	166,403	22,042		1,202,380
Total liabilities and net assets	$ 1,118,497	$ 2,418,920	$ 162,726	$ 194,917	$ 86,497	$ 127,318	$ 249,064	$ 25,756	$ (961,828)	$ 3,421,867

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries
Consolidating Balance Sheets
June 30, 2023

(in thousands of dollars)	Dartmouth Hitchcock Health	Dartmouth-Hitchcock	Alice Peck Day Memorial	Mt. Ascutney Hospital and Health Center	New London Hospital Association	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Dartmouth Health Consolidated
Assets										
Current assets:										
Cash and cash equivalents	$ 2,375	$ 202	$ 40,750	$ 11,462	$ 32,082	$	$ 86,871	$ 29,125	$	$ 115,996
Patient accounts receivable, net		241,747	10,868	7,607	11,022		271,244	18,543		289,787
Prepaid expenses and other current assets	19,552	210,275	2,374	2,009	2,449	(36,789)	199,870	2,619	(18,385)	184,104
Total current assets	21,927	452,224	53,992	21,078	45,553	(36,789)	557,985	50,287	(18,385)	589,887
Assets limited to use	136,937	832,895	13,089	25,786	17,990	(16,760)	1,009,937	61,525		1,071,462
Notes receivable, related party	843,946	14,308	588			(844,777)	14,065	(588)	(13,477)	
Other investments for restricted activities	5	126,671	2,632	7,208	3,206		139,722	42,502		182,224
Property, plant, and equipment, net		624,394	27,724	16,260	44,547		712,925	98,697		811,622
Right-of-use assets, net	344	32,819	14,967	4,897	286		53,313	2,215		55,528
Other assets	1,943	168,736	13,798	14,688	6,622		195,787	(2,454)		193,333
Total assets	$ 1,005,102	$ 2,252,047	$ 126,790	$ 79,917	$ 118,204	$ (898,326)	$ 2,683,734	$ 252,184	$ (31,862)	$ 2,904,056
Liabilities and Net Assets										
Current liabilities:										
Current portion of long-term debt	$ 13,365	$	$ 825	$ 11	$ 21	$	$ 14,222	$ 1,014	$	$ 15,236
Current portion of right-of-use obligations	204	9,136	759	422	49		10,570	764		11,334
Line of credit		40,000					40,000			40,000
Accounts payable and accrued expenses	23,590	151,473	5,300	8,173	3,975	(53,549)	138,962	26,170	(18,385)	146,747
Accrued compensation and related benefits		123,104	3,549	4,491	3,192		134,336	6,517		140,853
Estimated third-party settlements		28,560	12,588		18,245		59,393	4,967		64,360
Total current liabilities	37,159	352,273	23,021	13,097	25,482	(53,549)	397,483	39,432	(18,385)	418,530
Notes payable, related party		800,163		17,570	27,044	(844,777)		13,477	(13,477)	
Long-term debt, excluding current portion	1,028,666	25,113	21,956	(105)	11		1,075,641	23,321		1,098,962
Right-of-use obligations, excluding current portion	140	24,333	14,786	4,635	243		44,137	1,534		45,671
Insurance deposits and related liabilities		89,947	322	283	253		90,805	544		91,349
Liability for pension and other postretirement plan benefits, excluding current portion		197,049		368			197,417	8,888		206,305
Other liabilities		148,553	366		2,065		150,984	22,934		173,918
Total liabilities	1,065,965	1,637,431	60,451	35,848	55,098	(898,326)	1,956,467	110,130	(31,862)	2,034,735
Commitments and contingencies										
Net assets										
Net assets without donor restrictions	(60,873)	476,653	63,708	35,455	58,347		573,290	85,658	40	658,988
Net assets with donor restrictions	10	137,963	2,631	8,614	4,759		153,977	56,396	(40)	210,333
Total net assets	(60,863)	614,616	66,339	44,069	63,106		727,267	142,054		869,321
Total liabilities and net assets	$ 1,005,102	$ 2,252,047	$ 126,790	$ 79,917	$ 118,204	$ (898,326)	$ 2,683,734	$ 252,184	$ (31,862)	$ 2,904,056

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries
Consolidating Balance Sheets
June 30, 2023

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock and Subsidiaries	Alice Peck Day and Subsidiary	Cheshire Medical and Subsidiaries	Mt. Ascutney and Subsidiaries	New London Hospital Association	Visiting Nurse Assoc. and Subsidiaries	Eliminations	Dartmouth Health Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 2,375	$ 1,470	$ 50,139	$ 15,911	$ 11,691	$ 32,082	$ 2,328	$	$ 115,996
Patient accounts receivable, net		241,747	10,868	17,253	7,799	11,022	1,098		289,787
Prepaid expenses and other current assets	19,552	210,708	2,284	1,504	1,992	2,449	789	(55,174)	184,104
Total current assets	21,927	453,925	63,291	34,668	21,482	45,553	4,215	(55,174)	589,887
Assets limited to use	136,937	860,436	13,089	13,376	27,090	17,990	19,304	(16,760)	1,071,462
Notes receivable, related party	843,946	14,308						(858,254)	
Other investments for restricted activities	5	134,091	2,911	34,711	7,209	3,206	91		182,224
Property, plant, and equipment, net		627,070	144,435	72,289	17,593	44,547	5,688		811,622
Right-of-use assets, net	344	32,819	14,967	2,145	4,898	286	69		55,528
Other assets	1,943	168,902	6,505	7,130	2,231	6,622			193,333
Total assets	$ 1,005,102	$ 2,291,551	$ 145,198	$ 164,319	$ 80,503	$ 118,204	$ 29,367	$ (930,188)	$ 2,904,056
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ 13,365	$	$ 825	$ 915	$ 36	$ 21	$ 74	$	$ 15,236
Current portion of right-of-use obligations	204	9,136	759	735	423	49	28		11,334
Line of credit		40,000							40,000
Accounts payable and accrued expenses	23,590	152,515	5,990	22,818	8,312	3,975	148	(71,934)	146,747
Accrued compensation and related benefits		123,104	3,907	5,406	4,564	3,192	680		140,853
Estimated third-party settlements		28,560	12,588	4,928		18,245	39		84,360
Total current liabilities	37,159	353,315	24,069	34,802	13,335	25,482	2,302	(71,934)	418,530
Notes payable, related party		800,163		10,477	17,570	27,044	3,000	(858,254)	
Long-term debt, excluding current portion	1,028,666	25,113	21,907	20,907	89	11	2,265		1,098,962
Right-of-use obligations, excluding current portion	140	24,333	14,786	1,493	4,635	243	41		45,671
Insurance deposits and related liabilities		89,947	322	1,500	283	253	44		91,349
Liability for pension and other postretirement plan benefits, excluding current portion		197,049		8,888	368				206,305
Other liabilities		148,553	21,800	1,500		2,065			173,918
Total liabilities	1,065,965	1,638,473	82,884	78,567	36,280	55,098	7,656	(930,188)	2,034,735
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	(60,873)	507,534	59,404	37,307	35,609	58,347	21,620	40	658,988
Net assets with donor restrictions	10	145,544	2,910	48,445	8,614	4,759	91	(40)	210,333
Total net assets	(60,863)	653,078	62,314	85,752	44,223	63,106	21,711		869,321
Total liabilities and net assets	$ 1,005,102	$ 2,291,551	$ 145,198	$ 164,319	$ 80,503	$ 118,204	$ 29,367	$ (930,188)	$ 2,904,056

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2024

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Alice Peck Day Memorial	Mt. Ascutney Hospital and Health Center	New London Hospital Association	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Dartmouth Health Consolidated
Operating revenue and other support										
Net patient service revenue	$	$ 2,071,131	$ 108,263	$ 65,362	$ 91,783	$	$ 2,336,539	$ 454,775	$	$ 2,791,314
Contracted revenue		124,354	275	3,592	163	(485)	127,899	132	(107,310)	20,721
Other operating revenue	36,381	686,348	6,084	3,734	6,830	(47,705)	691,672	92,363	(3,049)	780,986
Net assets released from restrictions		15,568	130	3311	131		16,140	1,986		18,126
Total operating revenue and other support	36,381	2,897,401	114,752	72,999	98,907	(48,190)	3,172,250	549,256	(110,359)	3,611,147
Operating expenses										
Salaries		1,258,760	52,917	30,657	49,683	468	1,392,485	277,941	(88,946)	1,581,480
Employee benefits		307,857	14,261	8,935	11,044	1,735	343,832	57,929	(10,053)	391,708
Medications and medical supplies		725,220	12,612	4,420	12,888		755,140	86,138	(1)	841,277
Purchased services and other	21,355	387,056	15,882	23,191	10,631	(22,732)	435,383	95,870	(10,034)	521,219
Medicaid enhancement and provider tax		71,162	4,364	2,331	3,583		81,440	21,287		102,727
Depreciation and amortization		59,643	3,420	2,504	4,745		70,312	19,673		89,985
Interest	32,181	32,046	779	480	1,133	(29,021)	37,598	3,919	(648)	40,869
Total operating expenses	53,536	2,841,744	104,235	72,518	93,707	(49,550)	3,116,190	562,757	(109,682)	3,569,265
Operating margin (loss)	(17,155)	55,657	10,517	481	5,200	1,360	56,060	(13,501)	(677)	41,882
Non-operating gains (losses)										
Investment gains, net	9,456	88,440	1,834	3,266	118	(206)	104,908	20,009	(193)	124,724
Other components of net periodic pension and post retirement benefit income		(22,096)					(22,096)	(606)		(22,702)
Other income (losses), net	(16,563)	(2,085)	8	141	1,029	(1,154)	(18,624)	(4,334)	870	(22,088)
Pension termination settlement charge								(13,287)		(13,287)
Contribution revenue from acquisition	129,689						129,689			129,689
Total non-operating gains, net	122,582	64,259	1,842	3,407	3,147	(1,360)	193,877	1,782	677	196,336
Excess (deficiency) of revenue over expenses	105,427	119,916	12,359	3,888	8,347		249,937	(11,719)		238,218
Net assets without donor restrictions										
Net assets released from restrictions for capital		550	93	239	174		1,056	14,094		15,150
Change in funded status of pension and other postretirement benefits		(929)		27			(902)	12,295		11,393
Net assets transferred to (from) affiliates	(103,764)	(33,074)	791	992	90		(134,965)	134,965		
Other changes in net assets		(20)	(20)				(40)	(12)		(52)
Increase in net assets without donor restrictions	$ 1,663	$ 86,443	$ 13,223	$ 5,146	$ 8,611	$	$ 115,086	$ 149,623	$	$ 264,709

Dartmouth-Hitchcock Health (d/b/a/Dartmouth Health) and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2024

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock and Subsidiaries	Alice Peck Day and Subsidiary	Cheshire Medical and Subsidiaries	Mt. Ascutney and Subsidiaries	New London Hospital Association	Southwestern VT Health Care Corp and Subs	Visiting Nurse Assoc. and Subsidiaries	Eliminations	Dartmouth Health Consolidated
Operating revenue and other support										
Net patient service revenue	$	$ 2,071,131	$ 108,263	$ 271,783	$ 65,362	$ 91,783	$ 171,474	$ 11,518	$	$ 2,791,314
Contracted revenue		124,384	275	102	3,592	163			(107,795)	20,721
Other operating revenue	36,381	689,357	17,415	28,942	5,681	6,830	45,058	2,076	(50,754)	780,986
Net assets released from restrictions		16,310	193	766	311	131	414	1		18,126
Total operating revenue and other support	36,381	2,901,182	126,146	301,593	74,946	98,907	216,946	13,595	(158,549)	3,611,147
Operating expenses										
Salaries		1,258,760	57,805	147,443	31,528	49,683	115,634	9,105	(88,478)	1,581,480
Employee benefits		307,857	15,304	34,941	9,113	11,044	19,894	1,873	(8,318)	391,708
Medications and medical supplies		725,220	12,627	54,458	4,427	12,888	31,059	599	(1)	841,277
Purchased services and other	21,355	390,297	19,643	51,328	24,021	10,631	32,983	3,727	(32,766)	521,219
Medicaid enhancement and provider tax		71,162	4,364	10,045	2,331	3,583	11,242			102,727
Depreciation and amortization		59,643	5,341	10,103	2,614	4,745	16,999	540		89,985
Interest	32,181	32,046	1,066	1,319	480	1,133	2,091	222	(29,669)	40,869
Total operating expenses	53,536	2,844,985	116,150	309,637	74,514	93,707	219,902	16,066	(159,232)	3,569,265
Operating margin (loss)	(17,155)	56,197	9,996	(8,044)	432	5,200	(2,956)	(2,471)	683	41,882
Non-operating gains (losses)										
Investment gains, net	9,456	92,397	2,182	2,971	3,387	2,118	10,474	2,138	(399)	124,724
Other components of net periodic pension and post retirement benefit income		(22,096)		(587)	(19)					(22,702)
Other income (losses), net	(16,563)	(2,085)	8	(908)	162	1,029	(3,454)	7	(284)	(22,088)
Pension termination settlement charge				(13,287)						(13,287)
Contribution revenue from acquisition	129,689									129,689
Total non-operating gains (losses), net	122,582	68,216	2,190	(11,811)	3,530	3,147	7,020	2,145	(683)	196,336
Excess (deficiency) of revenue over expenses	105,427	124,413	12,186	(19,855)	3,962	8,347	4,064	(326)		238,218
Net assets without donor restrictions										
Net assets released from restrictions for capital		665	93	8,896	239	174	5,083			15,150
Change in funded status of pension and other postretirement benefits		(929)		12,295	27					11,393
Net assets transferred to (from) affiliates	(103,764)	(33,050)	791	5,072	992	90	129,689	180		-
Other changes in net assets		(20)	(20)	(12)						(52)
Increase (decrease) in net assets without donor restrictions	$ 1,663	$ 91,079	$ 13,050	$ 6,396	$ 5,220	$ 8,611	$ 138,836	$ (146)	$	$ 264,709

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2023

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

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries

Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions

Year Ended June 30, 2023

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

Dartmouth-Hitchcock Health (d/b/a Dartmouth Health) and Subsidiaries

Note to Supplemental Consolidating Information

June 30, 2024 and 2023

1. Basis of Presentation

The accompanying supplemental consolidating information includes the Consolidating Balance Sheets and the Consolidating Statements of Operations and Changes in Net Assets Without Donor Restrictions of Dartmouth Health and its subsidiaries. All significant intercompany accounts and transactions between Dartmouth Health and its subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, consistent with the Consolidated Financial Statements. The consolidating information is presented for purposes of additional analysis of the Consolidated Financial Statements and is not required as part of the basic financial statements.

1/21/2025

Cheshire Medical Center Board of Trustees 2025	
Susan	Abert (At-Large)
Mark	Bodin (Treasurer)
Michael	Chelstowski
Betsy	Cotter, RN (Secretary)
Barbara	Duckett
Michael	Farhm
Mark	Gavin (Chair)
Cherie	Holmes, MD
Alan	Kintisch
Stephen	LeBlanc
Andy	Tremblay, MD
Michael	Waters
Ex Officio:	
Joseph	Perras, MD - CEO/Pres
Serena	Shomody, DPM, CMC - Med Staff Pres
Gina	O'Brien, MD - CMO

Samantha Lavoie

[redacted] [redacted]

Summary

Dedicated and detail-oriented individual with excellent communication skills, exceptional organizational abilities, and a friendly demeanor. Proven track record of efficiently managing office tasks, supporting teams, and ensuring smooth day-to-day operations.

Education

- **Bachelor's Degree, Education**, Plymouth State College, 2005

Work Experience

Lead Bartender | Applebee's, Concord, NH January 2022- Current

- Managed schedules and facilitated communication between departments.
- Maintained meticulous record-keeping, ensuring accuracy and accessibility of important documents and checklists.
- Provided exceptional administrative support to executives and assisted in project management.
- Performed job training to all newly hired employees.

Program Coordinator/Teacher | Woodside School, Concord, NH | Nov 2005- May 2018

- Provided a safe, welcoming and nurturing learning environment.

- Created and implemented age-appropriate curriculum.
- Fostered a positive environment through effective communication and interpersonal skills with parents and families.
- Assisted in planning and executing company events, contributing to team cohesion.

Skills

- **Communication:** Excellent verbal and written communication skills.
- **Organization:** Proven ability to manage tasks with precision and attention to detail.
- **Friendliness:** Approachable and friendly demeanor, promoting positive workplace culture.
- **Software Proficiency:** Proficient in Microsoft Office Suite (Word, Excel, Outlook).

Achievements

- Recognized for maintaining a high level of confidentiality in handling sensitive information.

References

Available upon request.

Brodie Iosue, LICSW

Keene, NH
[redacted]

OBJECTIVE

To obtain a clinical social work position that will enable me to provide quality care to individuals with substance use and co-occuring disorders, within a strong team environment. Strengths include relationship building skills, passion for increasing clinical knowledge and experience, empathy, and determination.

EDUCATION

University of New Hampshire – Durham, NH **May 2019**
Master of Social Work *UNH Phi Alpha Social Work Honors Society*

University of New Hampshire – Durham, NH **May 2016**
Bachelor of Arts in Psychology *University Scholar GPA: 3.57*

Bond University – Queensland, Australia **January 2015-April 2015**
Semester Abroad Studying Psychology *Global Ambassador*

PROFESSIONAL EXPERIENCE

Monadnock Family Services – Keene, NH **May 2019 – Present**
Clinician – Child, Adolescent, and Families Program

- Provides client-centered individual and family therapy in outpatient setting
- Assesses and diagnoses a variety of mental health disorders in children
- Facilitates Adolescent Dialectical Behavior Therapy treatment group
- Collaborates with a multidisciplinary team of professionals

Willows Substance Use Treatment Center – Manchester, NH **September 2018 – May 2019**
Clinical Intern

- Provides individual counseling to clients with substance use disorders
- Facilitates psycho-education intensive outpatient and outpatient groups
- Responsible for substance use disorder treatment planning
- Extensive clinical work with co-occurring disorders

Seacoast Learning Collaborative – Rochester, NH **August 2017 – May 2018**
Social Work Intern

- Provided support and in-moment counseling for high school students in a small therapeutic setting
- Assisted in developing IEP's and measurable goals to encourage student success
- Attended and contributed to daily collaborative staff meetings

Cheshire County Drug Court – Keene, NH **Summer 2014**
Drug Court Intern

- Assisted with client risk assessments
- Attended weekly drug court team meetings and court sessions
- Reviewed participant's logs to ensure compliance with weekly expectations

SKILLS & ADDITIONAL EXPERIENCE

- Child Parent Psychotherapy (CPP) Nationally Rostered Provider – *March 2021*
- Training in Treating Eating Disorders
- Seeking Safety: An Evidence-Based Model for Trauma and/or Substance Abuse – *October 2021*
- Trauma-Focused Cognitive Behavioral Therapy Training – *February 2019*

Martha Barnard, LCMHC

[redacted] | [redacted] | [redacted] | [redacted]

Objective: To work in a socially progressive setting dedicated to mental health wellness and substance abuse recovery and to further my counseling development.

Clinical Experience

COURT MENTAL HEALTH CLINICIAN May 2017 - Current
Cheshire County Drug Court - *Keene, NH*

- Intensive outpatient counseling for clients diagnosed Substance Use Disorder/Co-Occurring
- Individual counseling with a caseload of 10 clients engaged in the IOP programming
- Facilitates group therapy for diagnoses of SUD/PTSD/Borderline, Antisocial Personality traits
- Administers screening and completes mental health biopsychosocial assessments
- Works on a multi-disciplinary team making treatment recommendations to the court
- Identifies appropriate community referrals to be utilized in case management

COUNSELING CLINICAL INTERN September 2016 - May 2017
Cheshire County Department of Corrections - *Keene, NH*

- 1:1 counseling with caseload of 6-7 incarcerated clients with SUD and co-occurring disorders
- Co-Facilitated psychoeducational substance abuse recovery group with men and women
- Worked with clients diagnosed with PTSD, Antisocial and Borderline Personality Disorders
- Aided underprivileged, socio-economically disadvantaged clients
- Built on skills of clinical documentation by completing biopsychosocial assessments

COUNSELING CLINICAL INTERN August 2015 - May 2016
Hilltop Recovery Residence (HCRS) - *Bellows Falls, Vermont*

- Provided individual supportive counseling in Level III Care
- Facilitated psychoeducational group based on vocation/education
- Co-Facilitated therapeutic group counseling on topic of interpersonal/intimate relationships
- Trained in assessment, screening, and treatment planning
- Displayed competence in clinical documentation

TRANSITIONAL AID/RESIDENTIAL COUNSELOR Jan 2008 - July 2010
Antrim Girls Shelter & School - *Antrim, NH*

- Provided social, emotional, and behavioral counseling to girls ages 11-17
- Assessed and encouraged comfortable transition to on-site school
- Utilized 1:1 crisis stabilization, team building, group and/or individual counseling
- Accepted responsibilities of Charge Staff
- Acted as an adolescent's advocate to the court

Education

Antioch University New England - *Keene, NH* May 2017

Master of Arts in Clinical Mental Health Counseling/Substance Abuse concentration

Chi Sigma Iota - Counseling Academic and Professional Honor Society International

Keene State College - *Keene, NH* May 2007

Bachelor of Arts in Sociology, Minor in Women's Studies

Certifications/Licenses

Date	***Issue***
• State of NH Board Licensed Clinical Mental Health Counselor	2020
• Basic Life Support (CPR/AED)	2021
• MRT Domestic Violence Certification	2020
• NCC National Certified Counselor	2017
• Moral Reconation Therapy Certification	2017
○ Cognitive Behavioral Therapy to address criminal thinking/behavior	
○ MRT Trauma certification	
• CPI - Nonviolent Crisis Intervention	2017
• New Hampshire Disaster Behavioral Response Team	2015

Skills

• EMDR 40-hour basic training	2021
• Dialectical Behavior Therapy	2019
○ Basics in teaching groups and integrating skills for individual therapy	

References Available Upon Request

Cindy Letendre

[redacted]

Summary

Detailed oriented with strong analytical skills and solid work ethic. Results oriented. Strong relationship building and collaborative skills. Enjoy taking on new challenges. Proficient in Word and Excel. B.S in Education from Keene State College, Keene NH.

Professional Experience

Dartmouth Health - Panel Manager (November 2022 – Present)

- Assign patients to Primary Care providers, update and maintain Excel spreadsheets with most current data, run reports in EMR to determine panel size and export reports to Excel so data can be sent to management.
- Facilitate integration of patients to new provider panel when a provider leaves the practice, notify those patients and update EMR.
- Query Care Everywhere and pull records into EMR.

Dartmouth Health - Patient Data Coordinator (June 2016 – October 2022)

- Updated health maintenance data in EMR, updated Excel spreadsheet with information, updated EMR with health information from outside sources (immunizations, labs, colonoscopies, mammograms etc).
- Collaborated with providers to review patient metrics and contact patients to schedule for care needed to satisfy health maintenance goals. Strived to maintain and improve provider metrics in key measurement areas and reported these metrics to the provider and management.
- Updated EMR for new patients based on records received from previous providers.

C&S Wholesale Grocer – Buyers' Assistant (April 2015-May 2016)

- Placed orders from outside vendors, monitored and tracked orders to ensure that they deliver on time and also monitored and reported shortages in requested orders.
- Compiled data received from multiple individuals to report to management through Excel spreadsheets.

Dartmouth Health – Primary Care Secretary (October 2013 – April 2015)

Answered incoming calls and assisted patients by:

- Scheduling appointments.
- Requesting medication refills.
- Sending referrals to outside providers.

Liberty Mutual Insurance Company – Business Systems Analyst (October 2003-April 2013)

- Created specifications needed by IT to implement changes to commercial lines processing system.
- Identified and evaluated downstream reporting impacts of system changes.
- Created test cases to evaluate accuracy of changes in a test environment and worked with IT to make corrections as needed to ensure accuracy of changes in production system.
- Provided mock ups of revised and new insurance coverage forms to IT.
- Maintained and updated a data base with most current insurance coverage form numbers.
- Drafted and delivered training materials on new system functionality for internal users.

Samuel Rosario LICSW, LCSW Resume

SAMUEL ROSARIO, LICSW, LCSW

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EDUCATION:

- M.S.W., Fordham University, New York City
  Focus Area of study/Individuals and Families-Course work in Supervision and Administration
- B.A., Elmira College, Elmira, New York
  Major in Elementary Education with specialization in Spanish Literature

PROFESSIONAL LICENSE/CERTIFICATION, AFFILIATION AND ASSOCIATIONS

State of New Hampshire License #324
10/3/1998 –active through 6-30-23
Licensed Independent Clinical Social Worker (L.I.C.S.W.)

State of Massachusetts License #114592
Licensed Independent Clinical Social Worker
Active through 6/20/2023
Licensed Independent Clinical Social Worker (L.I.C.S.W.)

State of Maine Board of Social Worker Licensure
Issued 7/10/2019 –Expires 7/31/2021
Licensed Clinical Social Worker (LCSW)

State of Vermont
Licensed Independent Clinical Social Worker (LICSW)
Effective 8/20/2020 Expires 1/31/2022

Rhode Island Department of Health
Licensed Independent Clinical Social Worker (LICSW)
Effective 5/21/21 Expires 5/1/2023

New York State License #035231-1(in active)
Certified Social Worker (C.S.W.)

Member of National Association of Social Workers

Academy of Certified Social Workers A.C.S.W

New York State Teacher Provisional Certification—

PROFESSIONAL EXPERIENCE

Clinical Director
Lifeworks tele health services

- January 2023 to present
- Oversee and provide direction and is responsible for:
- Development, maintenance, and delivery of clinical services
- Supervision of staff volunteers/interns, providing sound, therapeutic treatment.
- Clinical management duties and responsibilities including intake process and initial assessment/interpretative summary reviews, treatment plan/clinical chart, clinical record audits and collateral clinical support
- Ensuring uniform implantation and execution of Lifeworks policies and protocols

Samuel Rosario LICSW, LCSW Resume

Interim CLINICAL DIRECTOR /LICENSED CLINCIAN
CENTER FOR EATING DISODER
Bedford NH
April/2022 to January 2023

- Oversee and provide direction and is responsible for:
- development, maintenance, and delivery of clinical services
- Supervision of staff volunteers/interns, providing sound, therapeutic treatment and managing the day-to-day operations
- Clinical management duties and responsibilities including intake process and initial assessment/interpretative summary reviews, treatment plan/clinical chart, clinical record audits and collateral clinical support
- Ensuring uniform implantation and execution of policies and protocols
- Provide direct individual and family therapy to clients in outpatient, Intensive and partial hospital services

REGIONIAL DIRECTOR
PATH BEHAVIORAL HEALTH
New Hampshire /Vermont
July 2021 to present

- Oversee and provide direction and is responsible for:
- development, maintenance, and delivery of clinical services
- Supervision of staff volunteers/interns, providing sound, therapeutic treatment and managing the day-to-day operations
- Clinical management duties and responsibilities including intake process and initial assessment/interpretative summary reviews, treatment plan/clinical chart, clinical record audits and collateral clinical support
- Ensuring uniform implantation and execution of policies and protocols
- Assist leadership team with the clinical implementation of Northeast strategic plans and goals.

DIRECTOR OF CLINICAL SERVICES
PHOENIX HOUSE NEW ENGLAND
Keene, New Hampshire
February 2020 to April 26, 2021

- Oversee and provide direction and is responsible for:
- Development, maintenance, and delivery of clinical services
- Supervision of staff volunteers/interns, providing sound, therapeutic treatment and managing the day-to-day operations
- Clinical management duties and responsibilities including intake process and initial assessment/interpretative summary reviews, treatment plan/clinical chart, clinical record audits and collateral clinical support
- Ensuring uniform implantation and execution of Phoenix House policies and protocols
- Actively assisting the Phoenix House Executive Leadership Team with the clinical implantation of Phoenix House New England's strategic plans and goals

CONSULTANT
Valley Regional Hospital
Claimont, NH
February 2020- present

- Consultant to provide clinical supervision to two MSW Social worker in a primary setting

- Met weekly with an approved Supervision Agreement from the New Hampshire of Mental Health Supervise Licensed to Prepare Clinical Social Workers to take License exam- to become LICSW credentialed through the hospital

MENTAL HEALTH CLINICAL COORDINATOR LIASON
AMERIHEALTH CARITAS
Manchester, New Hampshire
September 2019 -January 2020

- Coordinate support the strategies and goals of the Director, Population Health and operate as primary care functional leader within the Population Health Department to ensure integration of mental health throughout plan operations and polices.
- Ensure and be accountable for monitoring and ensuring compliance with the implementation of requirements for members needs across all areas, including Medical Management, Provider Network Operations and Management, Benefit Access and Utilization, Quality Management, Community Engagement and Member Services.
- Manage and maintain responsibility for the success and compliance of program, partners and process developed to support Plan or state initiatives such as psychiatric boarding, suicide prevention, trauma-informed care, and others.
- Coordinate mental health services across all functional areas.
- Maintain licensure to perform management functions as well as train and collaborate with clinical staff externally to grow integrated care expertise with Local Care Management Entities and community partners.

BEHAVORAL SUPERVISOR: APPROVED SUPERVISOR N.H. BOARD OF MENTAL HEALTH Mondanock Behavioral Health Services
Peterborough, New Hampshire
August 2008 to September 2019

- As a mental health clinician my responsibilities included:
- Provided individual, family and marriage therapy in a managed mental health care system emphasizing problem-focused and CBT/Mindfulness treatment and trauma work-other approaches ACT, MI – Trained by Marsha Linehan, PhD founder of DBT- DBT skills in clinical practice- learned all skills in modules
- Collaborate with school, health care and social service providers.
- Member of Pain Management Team
- Member and Behavior Liaison for Electronic Medical Record Implementation Committee.
- Supervise Licensed-LICSW and clinician eligible for license. Prepare Clinical Social Workers to take License exam- Supervise LICSW to become credentialed through the hospital.
- Member of Credentialing Committee- privileges all medical staff

LICENSED CLINICAL SOCIAL WORKER
Monadnock Family Services
Peterborough, New Hampshire
December 2007 to August 2008

- As a mental health clinician my responsibilities included:
- Provided individual, family and marriage therapy in a managed mental health care system emphasizing problem-focused treatment.
- Collaborate with school, health care and social service providers.

DIRECTOR OF ADMISSIONS

High Mowing School
Wilton, NH
August 2001-December 2007

- Implementation of Department polices
- Meet enrollment goals as set by the Board of Trustees
- Assure that the school follows federal regulation for student visas
- Collaborate and network with educational consultants, feeders' schools, and alumni to increase enrollment
- Identified new potential referral sources in Europe, especially in France, Germany, and Spain
- Supervise Assistant Director of Admissions and volunteers
- Develop and present new admission trends to the Board of Trustees and Faculty
- Responsible for 90% of the school's operating budget
- Manage departmental budget
- Work with parents, students, and faculty in transitioning students to a boarding school environment
- Process tuition assistance awards
- Establish individualized educational plans for students with learning differences
- Processed financial aid applications and chaired the Financial Aid Committee

FIELD CARE MANAGER
CIGNA Behavioral Health
Holyoke, MA
June1999-July-2001

- Conducted, evaluated, and documented clinical psychosocial reviews to establish the appropriate level of care.
- Conduct onsite provider training focusing on level of care guidelines.
- Ensure compliance as established by URAC/NCQA.
- Trained and problem solved with other case managers' clinical and specific contract issues.

LICENSED CLINICAL SOCIAL WORKER
Dartmouth Hitchcock Medical Center
Hanover, New Hampshire
Hitchcock Clinical Mental Health Department
Manchester, New Hampshire
June 1988 to February 1992

- Provided individual, family and marriage therapy in a managed mental health care system emphasizing problem-focused treatment and performed emergency psychiatric evaluations in a 24-hour on-call system.

<u>Training and Teaching</u>

Motivational Interviewing Training: Presented MI training hospital wide for clinicians, nurses, LNA, Health Coaches, Clerical staff, and Manager.

Worry or Not Here We Come: Children and Young Adolescents Overcoming Anxiety. Workshop presenter for the Wellness Health Seminar Series at Mondancock Hospital Peterborough, NH April/2011.

Diversity in Waldorf Schools: Workshop presenter at the Association of Waldorf School of North America in Los Angeles June/2007.

<u>Adjunct Professor</u>
University of New Hampshire School for Life- Long Learning
Manchester, NH

<u>Behavioral Science Courses</u>

- *Addition and the Dysfunctional Families*: Fall/199

Samuel Rosario LICSW, LCSW Resume

- *Crisis Intervention: Theory and Methodology* – Winter/Spring 1992

Certificate and Continue Education

Certificate Program in Primary care for Behavioral Heath offered through The Center of Integrated Primary Care University of Massachusetts Medical School – February 2015 - May 2015

Course in Motivation Interviewing offered University of Massachusetts Medical School – Spring 2017

Special Skills

Fluent in oral and written Spanish

References Are Available Upon Request

Ann M. Branen, PMHNP-BC

[redacted]

Professional Summary:

PMHNP with 30 years of nursing experience in acute & ambulatory care settings in the areas of cardiac care, mental health, and substance use. Experienced collaborator with excellent verbal and written communication skills. Expertise in office-based opioid treatment, addiction treatment & harm reduction. Experienced leader, change agent & consultant/mentor. Seeking PMHNP roles in team-based practices and organizations dedicated to delivering low barrier access to timely evidence-informed addiction and mental health services.

Relevant Clinical Experience

Dartmouth Medical Center, Hanover NH (240 hours) — **Spring 2023**

- Clinical practicum with PMHNP on "Behavioral Intervention Team (BIT)" an interdisciplinary inpatient proactive psychiatric consult service at Dartmouth Medical Center.
- Provided both formal psychiatric evaluations and "curbside" consults.
- Followed patients during hospitalization for continued collaborative treatment planning with medical and specialty healthcare teams.
- Conducted brief exam and assessments in same day surgery for patient receiving ECT treatments.
- Direct experience included stress/trauma-related disorders, delirium, mood disorders, substance use disorders (SUD), and pain management in setting of substance use.

Live Free Recovery Services, LLC Manchester/Keene NH (180 hours) — **Fall 2022**

- Trained with dually licensed FNP, PMHNP Medical Director in 3:2 Residential/Inpatient SUD treatment gender-specific programs.
- Completed in-person and telehealth initial and follow-up psychiatric evaluations for clients in 30-day SUD treatment program.
- Treated both male and female adult clients with alcohol, opioid, stimulant and tobacco use disorders.
- Direct experience included differential diagnosis, polysubstance use, safety assessments, psychopharmacology, treatment planning and documentation.

Newport Health Center-New London Hospital, Dartmouth Health (120 hours) — **Spring 2022**

- Trained with PMHNP embedded in a primary care practice as part of a Collaborative Care Model.
- Gained experience with common psychiatric disorders including mood & anxiety disorders, ADHD, and SUD. The population included children, young adults, and geriatrics from diverse educational and socioeconomic backgrounds.
- Direct experience included psychiatric evaluation, diagnosis & differential diagnosis, interpreting laboratory results & Genesyle testing and documentation of psychiatric evaluations.

Work Experience

Dartmouth Health, Manchester/Bedford NH — **November 2020 - Present**

Research Nurse I:

National Institute on Drug Abuse (NIDA): Clinical Trials Network CTN-101

- Nurse Care Manager implements the primary intervention to study participants over 12 months.
- Intervention activities include collaborating with primary care providers, coordinating care, symptom & pain management, monitoring PDMP, overdose education & facilitating referrals.
- Meet weekly with local research team, national lead team and nurse care managers from other research sites included in national study.
- Utilize MI & SBI to identify risks and facilitate positive health-related behavior change.

- Collaborate with providers for a team-based approach to promoting safety in prescribing, monitoring opioids & other scheduled medications, pain management and reducing at-risk substance use.

Addiction Nurse Trainer
Foundations for Healthy Communities: Substance Use Disorder (SUD) Champion Grant

- Addiction Nurse Expert providing leadership for SUD nurse champions in an 18-month population health grant with primary aim to reduce stigma and improve access to substance use care in 5 primary care sites across Dartmouth Health.
- Co-developed monthly asynchronous champion learning opportunities which includes identifying and disseminating relevant evidence-informed research, best practices & obtaining expert speakers aligned with our monthly topics including stigma, polysubstance use, harm reduction, and trauma-informed care practices.
- Co-presented and co-facilitated monthly SUD Learning Collaborative which includes didactic and case presentations designed to facilitate learning and foster SUD champion community.

Addiction Care Solutions, LLC **January 2020 - present**
Addiction Nurse Consultant

- Sole-proprietor and nurse consultant of consulting company that delivers individualized addiction care consulting services designed to reduce barriers to substance use care services by supporting healthcare professionals, practices & organizations in the development & implementation of evidence-informed addiction care services.
- Projects include addiction nurse facility member on panel for ECHO® designed to amplify the utilization of ASAM Criteria in the evaluation and treatment planning for patients with SUD; Consultant on planning committee for state-funded Substance Use Treatment Community of Practice; Consultant for policy and procedure development for substance use treatment program implementing new 3.7 Withdrawal Management Services.

Elliot Health System, Manchester NH **June 2010 - September 2020**
MOUD Nurse Care Coordinator

- Key facilitator in the development & implementation of an interdisciplinary office-based opioid treatment program integrated in primary care.
- Delivered care coordination & care management services to multiple providers with panel of 115+ patients across 3 primary care practices of Elliot Health.
- Conducted nurse visits to support buprenorphine & naltrexone inductions, medication and symptom monitoring, and the administration of injectable medications approved for opioid and alcohol use disorder.

Concord Hospital, Concord NH **2011- April 2018**
Program for Addictive Disorders-Concord Hospital Concord NH

- Partnered with Addiction Medicine Physician to develop and implement *Program for Addictive Disorders (PAD)* an addiction medicine clinic embedded in Family Health Center.
- Provided addiction care to patient panel of 75+ with 1-year retention rate of 69%.
- Responsible for daily operations of the clinic including managing schedule, coordination of care, medication management & support, and facilitating quality referrals.
- Conducted 10-20 autonomous nurse visits monthly to administer & monitor medications, and provide interventions aimed at increasing engagement & retention and reducing at-risk health behaviors.
- Mentor/consultant to NH Dartmouth Family Medicine residents, nurses, and other staff.
- Authored policies, procedures, and evidence-informed patient education materials.

Inpatient Behavioral Health Staff Nurse

- Delivered direct patient care to adults on 15-bed inpatient acute psychiatric unit.
- Facilitated psycho-education groups, responded to psychiatric emergencies and administrated psychiatric medications as directed by mental health providers.
- Participated in daily treatment planning meetings and discharge and family meetings.

Nurse/Counselor: Fresh Start Intensive Outpatient Substance Use Treatment Program

- Performed admission assessment and treatment planning including ASI, AUDIT, DAST
- Created and facilitated psycho-education groups weekly for a group of 12 patients.
- Utilized "Seeking Safety" curriculum to facilitated women-specific outpatient group.
- Collaborated with Spiritual Care to provide monthly spiritual wellness group.

Southern NH Medical Center, Nashua **1995 - August 2011**

Clinical Educator Inpatient Behavioral Health:

- Utilized annual nursing surveys to develop educational opportunities aimed at improving staff performance & competency and promoting patient safety & job satisfaction intended to improve care and support Magnet Recognition.
- Collaborated with other clinical educators to develop system-wide annual competencies aimed at improving clinical nursing skills.
- Participated on the Peer Review Committee and Unit-Based Practice Committees.

Telemetry Staff Nurse:

- Staff leader in the roles of charge nurse and preceptor
- Participated in Unit-Based Practice Committee

Education

MSN **Rivier University** **May 2023**
Psychiatric-Mental Health Nurse Practitioner Program

AS **New Hampshire Technical Institute** **December 2013**
Addiction Counseling

ADN **Rivier-St. Joseph's School of Nursing** **May 1993**
Nursing

Research Experience

Dartmouth Health Manchester/Bedford NH **November 2020 - present**
National Institute on Drug Abuse (NIDA) – CTN-101

- Subthreshold Opioid Use Disorder Prevention (STOP) Study. This study will test the efficacy of utilizing the role nurse care manager as the primary intervention to reduce unhealthy opioid use development to moderate-severe opioid use disorder and to reduce the risk of overdose in adults with at-risk use of illicit/prescribed opioids.

Capstone: Rivier University, Nashua NH **May 2021**
Advisor: Dr. Melinda Luther, DNP, RN, CNE

- At-Risk Alcohol Use: Increasing the nurse's role in screening, brief intervention, and referral for treatment
- Presented at Nursing Grand Rounds-Dartmouth Health

Teaching Experience

Adjunct Instructor, Nursing **September 2020 - December 2020**
Rivier University, Nashua, NH 03062
Nursing 101: Nursing Fundamentals

- Delivered instruction of basic nursing skills to class of 15 Nursing 101 students to prepare students for safe and competent practice to begin their practice in the clinical care setting.
- Provided evaluation to determine competency of students upon completion of class

Presentations

New Hampshire Medical Society
"Hidden Answers-Did you ask about alcohol use?" Rossignol, M. & Branen, A. June 8, 2023

New Hampshire Alcohol & Drug Counselors Association
Pathways & Perspectives on Stimulant Use Recovery Symposium
"Alcohol within the context of Polysubstance Use." September 21, 2021

New Hampshire Alcohol & Drug Counselors Association
New Hampshire Training Institute on Addictive Disorders
"Medications for Addiction Treatment." Rossignol, M. & Branen, A. February 23 & 24, 2021

Northern New England Nurse Practitioner Conference
"Medication Assisted Treatment for Opioid Use Disorder in Primary Care Setting: Impact on Practice"
Rosen, P. & Branen, A. April 9, 2019

Certifications/Licenses

NH NP-Psychiatric Mental Health — **Exp. 8/31/25**
License # 038510-23

Psychiatric Mental Health Nurse Practitioner — **Exp. 7/12/28**
American Nurses Credentialing Center #2023062513

Certification of Addiction Nursing — **Exp. 12/28/25**
Addiction Nursing Certification Board #6047

Basic Life Support — **Exp. 10/01/24**
American Heart Association

Biomedical Research — **Exp. 12/2023**
Collaborative Institutional Training Initiative (CITI Program)

GCP: Social and Behavioral Best Practices for Clinical Research — **Exp. 12/2023**
Collaborative Institutional Training Initiative (CITI Program)

Affiliations

American Associations of Nurse Practitioners
New Hampshire Nursing Association
Northern New England Society of Addiction Medicine

Community Service

New Hampshire Harm Reduction Coalition — **2019 - 2022**
Queen City Exchange Syringe Service Program
Volunteer:

- Participated in weekly syringe exchange program in Manchester NH 1-3 hours weekly
- Delivered free of charge community-based compassionate and respectful interventions, education and sterile supplies to members of my community who are actively using substances aimed at reducing personal & health-related harm of substance use
- Utilized evidence-based practices and sterile supplies to reduce transmission of infectious disease, reduce at-risk sexual practices & reduce overdose risks

Madilyn E. Hibbert
[redacted]

Education

Saint Anselm College — Manchester, NH
Bachelor of Science in Nursing — May 2020

Southern Adirondack Education Center — Hudson Falls, NY
Certified Nursing Assistant — May 2016

Certifications

Registered Nurse: Active- TN, Previously Active-CA and CO — Since June 2020
CPR/BLS/First Aid/AED Certified
Crisis Prevention Intervention Certified

Related Work Experiences

Tennessee Family Solutions — Smyrna, TN
RN Supervisor — November 2022 to Present

Works as an administrative RN within a Tennessee Non-Profit Agency for DIDD homes for adults with complex medical needs. Provides nursing care including, but not limited to: Medication Administration, Oxygen Therapy, Catheter Maintenance, Gastrostomy Care, Ostomy care, Wound care, Education and more. Works bedside care while also being right hand to Director of Nursing. Duties include but not limited to: overseeing LPNs, nursing scheduling, conducting interviews, conducting monthly trainings and meetings for nursing department, providing RN Delegation to staff, being a member of Event Management Committee, overseeing medical needs of individuals served, and more. Works alongside an interdisciplinary team to maintain medical, psychological, and social care.

Educating Community Healing Outreach — Nashville, TN
Registered Nurse and Program Director — October 2021 to December 2022

Worked as a RN within a non-profit for TN DIDD contracted homes for adults with complex medical needs. Provided nursing care including, but not limited to: Medication Administration, Oxygen Therapy, Catheter Maintenance, Gastrostomy Care, and Ostomy care. Promoted to Director of Programs, holding a dual role. Continued bedside care while also assisting in scheduling, interviews, completing agency checks, and assisting in performing trainings.

Ascension Saint Thomas Rutherford Hospital — Murfreesboro, TN
Registered Nurse — July 2021 to March 2022

Worked as a RN within the company's acute care. Responsibilities included assessments, medication administration, lab/specimen evaluation, telemetry monitoring, wound care, patient/family education, and more. Assisted in overseeing patient care technicians and lab draws. Actively worked to coordinate extensive care while providing a holistic environment. Maintained passion for seeing the person as a whole, while providing compassionate care.

Augustinian Volunteers: Father Joe's Villages San Diego, CA

Registered Nurse August 2020 to August 2021

Volunteered as an RN serving all ages experiencing homelessness. Responsibilities include triaging patients, focused assessments, wound care, medication/vaccination administration, Covid-19 assistance, patient education, MAT care, and overseeing medical assistant staff. Coordinated care directly with providers in specialties including family medicine, psychiatric, social work, and drug/alcohol treatment. Responded to medical and psychiatric emergencies while providing holistic care.

Moore Center Manchester, NH

Direct Support Professional May 2018- May 2020

-Mentored men and women with disabilities to learn and implemented skills necessary to participate in community. Taught things such as social skills, community safety, recreational skills, and job skills. Provided personal care as needed while monitoring the health status of clients.

Personal Care Assistant, Private Client, August 2018- May 2020

-Provided care to a young adult with severe autism. Experienced with ostomy care, medication administration, preparing meals, and assisting with activities of daily living while promoting independence. Coordinated and supervised activities that promote physical development. Utilized beginner skills in sign language to promote communication with clients.

UpReach Therapeutic Equestrian Center Goffstown, NH

Student Coordinator/ Fundraising Committee Member/ Volunteer March 2018- May 2020

-Oversaw therapeutic riding lessons for people with mental health issues and intellectual or developmental disabilities. Provided support to a variety of participants including children, adults, veterans, and those recovering from trauma. Recruited volunteers from the community to assist at the site. Assisted in planning fundraisers and evaluated finances.

Home of the Good Shepherd Wilton, NY

Certified Nurse Assistant May 2016- 2017

-Cared for 10 patients at a time with various health issues. Provided hygiene care to patients, recorded vital signs, documented intake and output, assisted in activities of daily living, and ensured safety and confidentiality. Worked directly with patients and family members to promote independence and strengthen health status.

Leadership & Service

Augustinian Volunteer	2020-2021
Senior Leadership Council Member, Saint Anselm College	2019-2020
Service & Solidarity Leader, Saint Anselm College Campus Ministry	2018- 2020
Road for Hope Leader, Saint Anselm College Campus Ministry	2017- 2020
Peer Mentor, Saint Anselm College Meelia Center	2017- 2020
Meelia Center for Community Engagement Student Coordinator, Saint Anselm College	2016- 2020
Young Life, NY School Districts and New Hampshire School Districts	2015-2019
Waypoint Volunteer, Saint Anselm College Meelia College	2016-2018
Easter Seals Volunteer, Saint Anselm College Meelia Center	2016-2017

Doug Hohenberger, MA, MHA, LADC

[redacted]

EDUCATION & LICENSES

Antioch University of New England | Doctor of Clinical Psychology (currently 4th Year) 2021-Present
Antioch University of New England | Master of Arts Clinical Psychology 2024
Louisiana State University Shreveport | Master of Health Administration 2020
Keene State College | Bachelor of Arts in Psychology 2012
Keene State College | Associates in Chemical Dependency 2012

Licensed Alcohol and Drug Counselor 2020

PRACTICUM EXPERIENCE

Clinician 2023
Department of Veterans Affairs, Keene Community-Based Outpatient Clinic, and White River Junction Medical Center

- Provide therapy to 6-10 clients per week.
- Fulfill two Primary Care Mental Health Integration Clinic (PCMHI) shifts - Conduct brief initial assessments, provide brief therapy, consult with members of the Primary Care team and/or the medication prescriber on duty, and triage patients to relevant providers and resources, and/or programs within the facility or CBOCs.

Clinician
Greater Nashua Mental Health Center 2022

- Provide therapy to 4-7 clients per week.
- Administer, score, interpret, and write reports on at least three full psychological test batteries with appropriate supervision.
- Facilitate weekly DBT skills group therapy.

OTHER CLINICAL EXPERIENCE

Clinical Administrator 2020-2023
Live Free Recovery Services | Keene, NH

- Manage day-to-day operations of partial hospitalization, intensive outpatient, and low-intensity residential programs.
- Develop and coordinate clinical, medical, and administrative programming.
- Manage clinical and direct care staff to ensure compliance and the delivery of high-quality care.

Licensed Drug and Alcohol Counselor 2019 - 2020
Doorway at Cheshire Medical Center | Keene, NH

- Provide clients with early intervention and crisis services and initiate referrals to community partners.
- Maintain contact with clients until they are successfully engaged with external providers.
- Participate in data gathering as required by the state of NH, including the GPRA interviews and complete ASAM level of care assessments.

Admissions and Outpatient Program Manager 2017 - 2019
Sobriety Centers of NH, Antrim House | Antrim, NH

- Manage day-to-day operations of the outpatient program and central intake department
- Develop and maintain strong collaborating relationships with program referents, particularly criminal justice, hospitals, Doorway Programs, and other agencies serving adults with substance use disorders
- Monitor employee productivity and provide administrative supervision, constructive feedback, and coaching

Admissions Specialist 2016 - 2017
Phoenix House Dublin Center | Dublin, NH

- Lead the admissions process, including but not limited to explaining services offered, conducting telephonic intake screenings to assess the applicant, and explaining potential related costs
- Coordinated and directed client admission and assessment process for the inpatient program
- Responded to inquiries about potential admissions and conducted admissions assessments when appropriate

ADDITIONAL SKILLS AND CERTIFICATIONS

- Extensive experience with electronic medical records systems
- BLS & CPR certified
- Certified in Nonviolent crisis intervention

REFERENCES

Keith Littell, RN (603)-313-5706
Nurse Manager- Anew Behavioral Health

Nelson Hayden, LCMHC, LADC, MBA (603)-762-7212
Director of the Doorway Program- Cheshire Medical Center

Natalie Neilson, MSW (603)-762-4866
Clinician- Anew Behavioral Health

Nicole Sangermano

Program manager

[redacted]

Authorized to work in the US for any employer

Work Experience

Program Manager
Antrim House
June 2021 to Present

- Supervisor for recovery support staff
- Collaborate and develop program policies and procedures
- provide training and mentorship to all recovery support staff
- Facilitate monthly staff meetings
- Schedule shifts and client programming

Lead Recovery Support Worker
Sobriety Centers of NH Antrim House - Antrim, NH
March 2017 to Present
Job duties:

- Medication Monitoring;
- Record client vital signs
- Coordinate with medical team and perform EMR data entry
- Perform admissions for new clients entering the program
- Facilitate and document recovery groups
- Participate in interviewing and training new hires
- Update client group schedule
- Assist program manager with daily operations
- Provide support 1:1 and in a group setting with clients and Recovery Support Staff

Home and health aide
Granite State Independent Living - Concord, NH
May 2019 to September 2019
Assist with daily living actives
Medications monitoring
Companionship
Pet care

Resident assistant
Summer Hill Assisted Living - Peterborough, NH
July 2015 to February 2017

Job duties

- Monitor and record client vital signs, weight and blood sugar.
- Work independently and report any concerns to the charge nurse.
- Assist clients with daily living skills.
- Assist clients with mobility and exercise.
- Record all data for each client and report findings to the next shift.
- Prepare meals for clients and assist with feeding as needed.

Weekend Concierge

Summer Hill Assisted Living - Peterborough, NH

July 2016 to January 2017

Job duties

- Greet visitors and direct them to the appropriate wing.
- Answer and transfer all incoming calls.
- File and maintain all paper inventory.
- Order and stock office supplies.
- Deliver mail and collect outgoing mail.
- Preform security checks at the end of each shift.

Laser/chemical etch technician

NHBB - Peterborough, NH

June 2013 to July 2015

Job duties

- Read and understand complex work orders/drawings/diagrams.
- Operate and regularly maintain laser etch machines.
- Identifying and troubleshooting technical issues.
- Properly dispose of and use numerous chemicals for chemical etch procedure.
- Regularly inspect for quality control.
- Inspect 5 piece samples from other etch technicians.
- Uphold cleanliness in a FED-STD-209E Class 7/ISO 14644 Class 10,000 clean room.

Back-up Supervisor/ Production Team Leader

Alene Candle - Milford, NH

October 2009 to April 2013

Job duties

- Supervise 30-40 production workers.
- Independently oversaw 2nd shift operations.
- Identify and troubleshoot technical issues for/with team members.
- Train entry level production workers and Team leaders.
- Maintain supply and demand.
- Run and program automated production lines.
- Produce quality product to each individual customers standard.
- Read and understand complex work orders.
- Regularly inspect for quality control.

Education

Career Diploma in Social Services Assistant: Substance Abuse
Ashworth College
January 2017

Career Diploma in Home and Health Aide
Ashworth College
January 2015

High school in General
James Madison High School

Skills

- INTERVIEWING (4 years)
- CONTINUOUS IMPROVEMENT (5 years)
- PROCESS IMPROVEMENT (7 years)
- TIME MANAGEMENT (9 years)
- management (8 years)
- cleaning (3 years)
- cpr
- Disability
- Direct Support
- Direct Care
- Personal Care
- Medication Administration
- Motivational Interviewing (6 years)
- Animal Care (Less than 1 year)
- Crisis Intervention (6 years)
- Quality Inspection

Certifications and Licenses

CPR/First Aid
July 2017 to January 2019

AED
July 2017 to January 2019

Crisis Prevention Intervention
July 2017 to January 2019

Additional Information

Licensed Recovery Coach - in progress of completion

Paige Putnam

[redacted]

Objective

To obtain a position in a career that I may apply my skills for the purpose of improving the growth and success of a health care department.

Experience

Walpole Village Tavern—Busser 2009-2009

- Knowledge in restaurant operations
- Ability to uphold and implement service standards
- Ability to prioritize and organize work assignments
- Working with others in close environments
- Positive interpersonal skills with guests and co-workers
- Handled money and phone calls
- Seated customers and brought out food

Home Away From Home—Teacher Assistant 2009-2011

- Planned and scheduled daily activities
- Provided care and protection for assigned kids
- Reported conditions which required attention
- Monitored overall progress of assigned children and prepared end of day reports
- Picked up children from the bus stop
- Participated in staff meeting

Keene: The Children's Learning Center/Dartmouth-Hitchcock 2011-2013

- Provided a warm and accepting environment that promotes learning
- Supported class room instruction
- Assisted teacher in developing lesson plans and activities
- Observed and assessed students progress and behavior
- Performed basic administrative tasks
- Computer knowledge

Toddle Inn – Teacher Assistant 2013-2014

- Provide a warm and accepting environment that promotes learning
- Prepared and completed end of day reports
- Observed and assessed students progress and behavior
- Computer knowledge
- Report conditions when necessary
- Problem solving

Maplewood Nursing Home – LNA August 2014-Present

- Provides safe care for residents
- Charting/computer knowledge

- ADLS care
- Breakfast, dainch, and Dinner preparations
- Toilet and HS care
- Received cno acknowledgements for exceptional care
- Assisting nurses with treatments
- Providing comfort to family and residents at end of life care

Dartmouth-Hitchcock Medical Center-LNA

- Checking patients in
- External Labs
- Vitals
- AIC checks
- Urine Dip Sticks
- Writing Pending orders
- Writing in results of tests
- Providing a warm environment for patients
- Helping comfort patients when needed

Education

Fall Mountain Regional High School — 2009-2012
High School Diploma — Langdon, NH

Southern Maine Community College — 2012
Completed one semester — South Portland, ME

River Valley Community College — 2012-2014
Keene/Claremont, NH
(Courses taken Children With Special Needs, and Health, Safety, and Nutrition For Kids)

Red Cross — 2013
LNA Program — Keene, NH

Water Safety — 2014

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 **Doorway Staff Expense**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Samantha Lavoie	Admin Asst	$46,987.20	$46,987.20
Ann Branen	APRN Outpatient Clinic	$96,720.00	$96,720.00
Vacant Provider	APRN Outpatient Clinic	$114,080.00	$114,080.00
Samuel Rosario	Mental Health Clinician	$76,500.00	$85,000.00
Brodie Iosue	Mental Health Clinician	$59,192.73	$65,769.70
Douglas Hohenberger	Mental Health Clinician (per diem)	$40,000.00	$40,000.00
Paige Putnam	CMA	$48,000.00	$48,000.00
Martha Barnard	Comm Support Svcs Prog Mgr	$70,500.00	$94,000.00
Nikki Sangermano	Recovery Support Worker	$45,000.00	$45,000.00
Cindy Letendre	Grant Analyst	$58,500.00	$65,000.00
MadilynHibbert	Licensed RN	$83,000.00	$83,000.00