STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH

Lori A. Weaver
Commissioner

Iain N. Watt
Director

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May 15, 2026

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 of Public Health, to enter into a contract with Mary Hitchcock Memorial Hospital (VC#177160), Lebanon, NH, in the amount of $424,843 to implement a centralized resource hub to connect pregnant and postpartum women with mental health services and to provide related training and teleconsultation for healthcare providers, with the option to renew for up to four (4) additional years, effective July 1, 2026, upon Governor and Council approval through June 30, 2028. 35% Federal Funds. 65% General Funds.

Funds are available in the following accounts for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year 2028, 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.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY HEALTH AND NUTRITION, MATERNAL CHILD HEALTH

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2027	102-500731	Contracts for Program Services	90004009	$149,894
SFY 2028	102-500731	Contracts for Program Services	90004019	$274,949
			Total:	***$424,843***

EXPLANATION

The purpose of this request is to support a statewide initiative connecting perinatal women and their families with essential mental health resources and to provide training and teleconsultation support to healthcare providers who serve this population. The contractor will support care coordination for services that include mental health care, substance use treatment, peer support groups, and referrals to the Supplemental Nutrition Program for Women, Infants and Children (WIC). The contractor will also provide services to healthcare providers that include training sessions, technical assistance, and best practice documentation for maternal mental health screenings, including when and how to conduct screenings, how to make referrals to care,

and effective patient follow up protocols. These activities will help increase access to evidence-based perinatal mental health care across the state and enhance coordination of services for perinatal families in New Hampshire.

The Contractor will implement an online mental health resource hub, provide navigation and referral support to eligible women and families, develop a Perinatal Peer Support Certification program, and operate a perinatal psychiatric teleconsultation line to support healthcare providers. Since 2016, the percentage of perinatal women in New Hampshire reporting a mental health condition has doubled. These services are designed to address gaps in care coordination, improve provider capability, and serve this observed increase in mental health support needs among perinatal families across the state.

Approximately 150 women and 100 providers will be served each year during both State Fiscal Years 2027 and 2028.

The Department will monitor services through de-identified and aggregated utilization data collected and submitted on a quarterly basis, which will include:

- Referral response times, number of individuals served through the resource hub, number of training events and providers reached, number of verified resources in the statewide resource hub, percentage of referrals with documented follow-up confirmation, and utilization of teleconsultation services, including the number of teleconsultations, number of providers accessing teleconsultations, response times, reasons for teleconsultations, and teleconsultation satisfaction.
- Monthly meetings with the Contractor to assess progress on deliverables.
- Periodic on-site or virtual monitoring reviews to assess compliance, verify documentation, and evaluate quality and effectiveness of services.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 3, 2026 through March 31, 2026. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Section 3.3 of the attached agreement, the parties have the option to extend the agreement for up to four (4) 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, the state will be unable to implement critical perinatal mental health support services resulting in gaps in access to care, limited provider resources, and reduced coordination for pregnant and postpartum women who need timely and appropriate mental health services.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.994, FAIN #B04MC54562

Respectfully submitted,

for:

Lori A. Weaver
Commissioner

Project ID # RFP-2027-DPH-06-PERIN

Project Title Perinatal Mental Health Support

	Maximum Points Available	Dartmouth Health
Technical		
Q1 - Experience	**175**	145
Q2 - Ability/Work Plan	**300**	150
Q3 - Capacity/Staffing	**225**	200
Subtotal - Technical	**700**	**495**

If a Vendor fails to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

Cost		
Vendor Cost	**50**	48
Vendor Budget Evaluation	**250**	250
Subtotal - Cost	**300**	**298**
TOTAL POINTS	**1000**	**793**

TOTAL PROPOSED VENDOR COST	$424,843

	Reviewer Name	Title
1	Erica Tenney	MCH Section Chief
2	Lisa Lampron	Finance Administrator II
3	Virginia Jones	FCH Primary Prevention Administrator
4	Chiahui Chawla	Bureau Chief, Public Health Statistics and Informatics

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

Subject: RFP-2027-DPH-06-PERIN-01 (Perinatal Mental Health Support)

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 Mary Hitchcock Memorial Hospital		1.4 Contractor Address 1 Medical Center Drive Lebanon, NH 03756	
1.5 Contractor Phone Number 603-650-1801	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2028	1.8 Price Limitation $424,843
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: [signature] 8ACA3CFCA0CC438... Date: 5/26/2026		1.12 Name and Title of Contractor Signatory Edward Merrens, MD, MHCDS Chief Clinical Officer	
1.13 State Agency Signature DocuSigned by: Iain Watt D778BB63F9704C7... Date: 5/26/2026		1.14 Name and Title of State Agency Signatory Iain Watt Director - DPH	
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 748734844941460... On: 5/26/2026			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials Initial [initials]
Date 5/26/2026

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials Initial EDM

Date 5/26/2026

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 Initial EDM

Date 5/26/2026

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

Contractor Initials Initial EXM
Date 5/26/2026

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 July 1, 2026 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:

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, RSA 151:21 Patients' Bill of Rights, 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.

1.4. Paragraph 9, Termination, 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.

1.5. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. 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.

1.6. 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.

1.7. 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.

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must design and implement an evidence-based statewide approach to improve access to perinatal mental health services by integrating best practices, innovative delivery models, and stakeholder collaboration to ensure timely and competent care for perinatal individuals defined as;

1.1.1. Women who are pregnant or within 12 months of giving birth;

1.1.2. Biological, adoptive, or foster parents within 12 months of assuming custodial care of a child; or

1.1.3. Women who have lost a pregnancy or relinquished an infant for adoption within the previous 12 months.

1.2. The approach must include:

1.2.1. Maintaining an online Perinatal Resource Hub that serves as a centralized access point for individuals, families and providers. The Contractor must ensure that the hub includes a comprehensive resource directory, secure referral submission functionality, educational materials, accurate perinatal mental health resources, and referrals to appropriate services.

1.2.2. Developing a plan for a statewide Perinatal Peer Support Certification Program that aligns with national standards and addresses gaps in peer support services.

1.2.3. Increasing maternal mental health screening during well-child visits through provider education, technical assistance, and standardized protocols.

1.2.4. Expanding access to perinatal mental health care by leveraging provider teleconsultation services, ensuring services are available statewide.

1.3. Online Perinatal Resource Hub

1.3.1. The Contractor must maintain a centralized, HIPAA-compliant online Perinatal Resource Hub (PRH), accessible through a dedicated website, to serve as a statewide access point for perinatal women, families, and health care providers. The online Perinatal Resource Hub must facilitate timely referrals and provide comprehensive resources to ensure access to the appropriate care. The Perinatal Resource Hub must include:

1.3.1.1. A comprehensive resource directory of perinatal programs, peer support services, mental health providers and services, community-based services and agencies, support groups,

and other resources as identified by the Department and stakeholders.

1.3.1.2. A navigation feature to assist individuals in connecting to needed resources, including but not limited to:

1.3.1.2.1. Mental health support, counseling, and therapy.

1.3.1.2.2. Peer and community-based programs and support groups.

1.3.1.2.3. Obstetric, pediatric and primary care providers.

1.3.1.3. A referral submission section that enables individuals and providers to submit a secure online form detailing relevant information and specific needs. The Contractor must ensure a resource navigator contacts the individual within forty-eight (48) business hours of submission, subject to change with Department approval.

1.3.1.4. A non-emergent designated telephonic call line that serves as an access point for individuals seeking navigation and support. The Contractor must ensure that operations of the designated call line are documented, monitored, and integrated with the PRH resource directory and service navigation workflow.

1.3.2. The Contractor must maintain and regularly update the online Perinatal Resource Hub to ensure accuracy and availability of resources. To support maintenance of the resource database, the Contractor must provide a part-time manager who will oversee the system transition and the processes for updating and maintaining the resource database.

1.3.3. The Contractor must ensure the online Perinatal Resource Hub is designed in consultation with the Department and other stakeholders as agreed upon by the Department and must be accessible to both perinatal women and health care providers.

1.3.4. The Contractor must ensure that the online Perinatal Resource Hub is fully accessible and compatible across all major browsers (including Chrome, Firefox, Safari, Edge) and can be accessed on mobile devices (iOS and Android) through a responsive web design. The online Perinatal Resource Hub must also include:

1.3.4.1. Implemented responsive design principles on varying screen sizes and orientations.

1.3.4.2. All necessary features must adhere to WCAG 2.1 AA standards for accessibility, ensuring usability for individuals with disabilities.

1.3.5. The Contactor must promote the online Perinatal Resource Hub and collaborate with community organizations that serve pregnant and postpartum women, which include but are not limited to:

1.3.5.1. Women Infants and Children (WIC) Program.

1.3.5.2. Doulas.

1.3.5.3. Family Resource Center Comprehensive Family Support Services (CFSS) Providers.

1.3.5.4. Housing Agencies.

1.3.5.5. Substance Use Disorder (SUD) organizations/providers.

1.3.5.6. Mental Health Providers.

1.3.5.7. Mobile Crisis Teams.

1.3.5.8. Early Childhood Wraparound Providers.

1.3.5.9. Healthy Families America Home Visiting Providers.

1.4. Navigation and Support Services

1.4.1. The Contractor must provide comprehensive navigation and support services to perinatal women and their families, as well as the healthcare and community providers who support them. The Contractor must ensure timely access to appropriate resources and interventions, with a strong emphasis on responsiveness, clinical oversight, and coordination with statewide systems.

1.4.2. The Contractor must provide timely support and navigation services, ensuring that referrals to appropriate resources are completed within forty-eight (48) business hours of initial contact. For the purpose of this requirement, “initial contact” is defined as the first documented outreach by a perinatal individual, their family member, or a healthcare/community provider seeking navigation or support services. This may occur through any communication channel, including phones calls, secure email and online referral form. To meet this standard, the Contractor must:

1.4.2.1. Maintain multiple access points for initial contact, including a dedicated phone line, monitoring email inbox, and secure web-based intake form.

1.4.2.2. Implement procedures to time stamp all contacts and track referrals completions.

1.4.2.3. Ensure urgent or psychiatric emergencies identified during contact trigger immediate triage and warm handoff to the NH Rapid Response Access Point crisis services.

1.4.2.4. Provide one trained Perinatal Professional who is available Monday through Friday during business hours (9 AM to 5 PM) for non-emergency navigation purposes. This individual must assist with navigation to local and statewide resources and, in the event of a psychiatric emergency, will refer individuals to NH Rapid Response Access Point crisis services. A designated phone number must be provided for individuals to call during these hours for non-emergency purposes.

1.4.2.5. Ensure the Perinatal Professional staff providing navigation services holds one or more of the following certifications or licenses and be supervised by a clinical mental health practitioner:

1.4.2.5.1. Licensed Social Worker.

1.4.2.5.2. Perinatal Mental Health Certification.

1.4.2.5.3. Registered Nurse.

1.4.2.5.4. Certified Recovery Social Worker.

1.4.2.5.5. Licensed Mental Health Counselor.

1.4.2.5.6. Psychiatrist.

1.4.2.5.7. Psychiatric Nurse Practitioner.

1.4.2.6. Ensure navigation and referrals to support services include, but are not limited to:

1.4.2.6.1. Perinatal support groups and/or other support resources designate to address emotional, social, and practical needs of perinatal women and their families.

1.4.2.6.2. Specialized perinatal mental health clinicians for assessment, therapy, and consultation, for appointments and continued care.

1.4.2.7. The Contractor must operate the NH Mom Hub Warm Line as a non-emergent telephonic support service and ensure that a Perinatal Community Health Navigator responds to callers within twenty-four (24) business hours. The Contractor must also ensure that all navigation activities and services are documented using the service navigation and

record-keeping platform currently used by NH Mom Hub, and must ensure that the platform is configured and operated as a HIPAA-compliant record-keeping tool.

1.5. Perinatal Peer Support Certification Plan

1.5.1. The Contractor must develop a comprehensive statewide Perinatal Peer Support Certification plan for the Department to review and approve, which will serve as a blueprint for future implementation and must align with national standards, and state priorities.

1.5.2. The Contractor must create a detailed, actionable plan that addresses governance, training, certification requirements, reimbursement pathways, and monitoring strategies to ensure sustainability. The plan must include but not be limited to:

1.5.2.1. Conducting a statewide needs assessment that engages perinatal women, families, peer supporters, clinicians, community organizations, payers, and other stakeholders.

1.5.2.2. Identifying service gaps, barriers, and opportunities across geographies and populations (e.g. rural, low-income, historically underserved).

1.5.2.3. Reviewing existing perinatal peer support models and applicable national standards/guidelines.

1.5.2.4. Summarizing findings and recommendations to inform certification design and strategies.

1.5.3. The Contractor must ensure the plan establishes structure and requirements of a statewide certification program including:

1.5.3.1. Eligibility Requirements.

1.5.3.2. Training curriculum and training delivery modalities, including instructional methods and evaluation of training effectiveness.

1.5.3.3. Supervised practice hours for initial certification, and continued education hours.

1.5.3.4. Assessment and examination for evaluation methods.

1.5.4. The Contractor must define in the plan the responsible certifying body and governance structure, including:

1.5.4.1. Application review procedures, timelines, and criteria for reviewing applications, including verification of eligibility and supervised practice of hours.

1.5.4.2. Exam administration.

1.5.4.3. Credential levels, terms lengths, renewals requirements, and recognition processes.

1.5.4.4. Design and maintenance of a searchable directory or registry of certified perinatal peer support specialists.

1.5.5. The Contractor must outline in the plan a comprehensive strategy to assist perinatal peer support services to qualify for insurance reimbursement through public and private payers.

1.5.6. The Contractor must submit the full plan to the Department for approval according to the timelines specified in Section 1.10. Implementation of any plan component will only occur upon written authorization from the Department.

1.6. Training and Technical Assistance for Maternal Mental Health Screening

1.6.1. The Contractor must provide training and technical assistance for postpartum mental health screenings at well-child visits to primary care providers as outlined in NH RSA 126-A:101-a, Maternal Mental Health Screening. The Contractor must provide technical assistance to primary care providers on best practices including but not limited to:

1.6.1.1. Developing a concise one-page document to share with healthcare providers outlining best practices and step-by-step guidance for accurately billing for screening services, creating standardized protocols, and referral algorithms for positive screens.

1.6.1.2. Ensuring all training and technical assistance incorporates evidence-based strategies that promote access to maternal mental health care and address access barriers among all perinatal populations.

1.6.1.3. Providing training to health care providers on billing codes to utilize for these screenings within the well-child visit.

1.6.1.4. Developing and implementing a process to evaluate the effectiveness of all training and technical assistance activities provided under this Agreement. The process must include:

1.6.1.4.1. Administering surveys to participants immediately following each training session to assess:

1.6.1.4.1.1. Knowledge gained and confidence in applying the material.

1.6.1.4.1.2. Satisfaction with training content, delivery, and relevance.

1.6.1.4.1.3. Suggestions for improvement.

1.6.1.4.2. Administering surveys to providers who receive technical assistance to evaluate:

1.6.1.4.2.1. Usefulness and applicability of the guidance provided.

1.6.1.4.2.2. Impact on ability to implement maternal mental health screenings and related practices.

1.6.1.5. Aggregating and analyzing data survey results to identify trends, gaps, and opportunities for improvement.

1.6.1.6. Submitting summarized findings to the Department on a quarterly basis as part of the reporting requirements outlined in Section 1.9.

1.7. Perinatal Psychiatric Teleconsultation Line

1.7.1. The Contractor must implement and maintain a perinatal psychiatric teleconsultation line for healthcare providers serving perinatal women to easily connect with a qualified perinatal psychiatric practitioner. The perinatal psychiatric teleconsultation line must include the following components:

1.7.1.1. A clear mechanism for providers to request teleconsultations via both live answering service and secure web portal.

1.7.1.2. Scheduling of teleconsultations promptly after the request is received.

1.7.1.3. Flexible scheduling options, which includes:

1.7.1.3.1. A live answering service, operational Monday through Friday, 9 AM to 5 PM, to manage and schedule the request.

1.7.1.3.2. A secure online platform that allows providers to submit requests and schedule appointments directly.

1.7.1.3.3. Confirmation of scheduled appointments communicated to the requesting provider through secure channels.

1.7.2. The Contractor must provide requested teleconsultations within forty-eight (48) business hours of a request through an established and operated live answering service and an associated secure web portal, both capable of allowing healthcare providers to request and schedule teleconsultations directly.

1.7.3. If recording is necessary for clinical or operational purposes, the Contractor must ensure it only occurs with documented patient consent obtained prior to the session.

1.7.4. The Contractor must ensure the teleconsultation platforms used include built-in security features for video conferencing, messaging, and data storage to ensure confidentiality and integrity of patient information.

1.7.5. The Contractor must ensure teleconsultation services are provided by a licensed psychiatrist or psychiatric nurse practitioner, and are available to the following types of healthcare providers:

1.7.5.1. Obstetrician/Gynecologists.

1.7.5.2. Nurse Midwives.

1.7.5.3. Family Physicians.

1.7.6. To support the objectives of the psychiatric provider teleconsultation line, the Contractor must:

1.7.6.1. Develop and formalize protocols for evidence-based best practices in teleconsultations delivery that meet provider and patient needs.

1.7.6.2. Promote availability of teleconsultation services to healthcare providers statewide.

1.7.6.3. Provide training on protocols and access to teleconsultation services for participating healthcare providers.

1.7.6.4. Arrange logistics and provide technical support for teleconsultation sessions.

1.7.6.5. Establish and maintain mechanisms to collect and aggregate utilization data from providers who received teleconsultations.

1.7.6.6. Conduct monthly reviews of teleconsultation data to identify improvement opportunities and update consult protocols as needed.

1.8. Administrative Requirements

1.8.1. The Contractor must ensure services are available statewide.

1.8.2. The Contractor must develop a sustainability plan to ensure services continue beyond the Completion Date of this Agreement and submit a plan to the Department no later than June 1, 2028.

1.8.3. The Contractor must ensure all personnel providing services possess the appropriate specialized training, and all health professionals hold the appropriate and current New Hampshire licenses whether employed, contracted, or subcontracted by the Contractor.

1.8.4. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.8.5. The Contractor may be required to participate in on-site or virtual reviews conducted by the Department on a semi-annual basis, or as otherwise requested by the Department.

1.8.6. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.8.6.1. Subcontracts

1.8.6.2. Training Documentation.

1.8.7. The Contractor must comply with all requirements included in Attachment 1 – DoIT Requirements Workbook.

1.8.8. The Contractor must develop and implement a Work Plan that addresses all contract services, to be submitted to the Department no later than 30 days after contract approval.

1.8.9. The Contractor must ensure all staff receive and maintain regular training on secure log-in procedures, privacy practices, and HIPPA standards, including documentation practices within the platform.

1.9. Reporting

1.9.1. The Contractor must collect, analyze, and submit key utilization data from online submissions and teleconsultation services provided to the Department on a quarterly basis. All data must be de-identified and aggregated to prevent constructive identification of any individual. The utilization data must include, at a minimum:

1.9.1.1. Total number of pregnant and postpartum women, as well as support person, who contacted the online Perinatal Resource Hub, and reason for contact.

1.9.1.2. Total number and types of providers who contacted the online Perinatal Resource Hub, and their reasons for contact.

1.9.1.3. Number and types of training and technical assistance activities delivered to primary care organizations focused on conducting maternal mental health screenings during well-child visits.

1.9.1.4. Survey results from providers that received training and/or technical assistance, assessing the impact on their ability to conduct maternal mental health screenings within well-child visits.

1.9.1.5. Number of teleconsultations provided by the Perinatal Psychiatric Access Point, including reasons for each request.

1.9.1.6. Number and types of healthcare providers who received teleconsultation services.

1.9.1.7. Survey results from providers that received teleconsultation, evaluating the impact on their ability to serve perinatal patients with mental health conditions.

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

1.10. The Contractor must complete the following deliverables in accordance with the timelines specified below. All deliverables must meet the requirements outlined in this Agreement and are subject to review and approval by the Department prior to acceptance. Dates are subject to change with Department approval.

Deliverable	Description	Due Date / Timeline
Work Plan	Submit detailed Work Plan addressing all activities in Sections 1.1–1.7.6.6.	July 31, 2026 (30 days after contract effective date)
Online Perinatal Resource Hub (Online Resource Directory)	Design, launch, and maintain HIPAA-compliant online platform that is fully responsive and optimized for use on both desktop and mobile operating systems (iOS and Android) (see Section 1.3).	Start Date: July 1, 2026 End Date: June 30, 2028
Peer Support Certification Program Plan	Develop plan for statewide perinatal peer support	Start Date: July 1, 2026

	certification program (see Section 1.5).	Due Date: October 1, 2026
Maternal Mental Health Screening Promotion	Develop and implement strategy to promote maternal mental health screening during well-child visits (see Section 1.6).	Start Date: July 1, 2026 End Date: June 30, 2027
Perinatal Psychiatric Teleconsultation Access Line	Establish and operate perinatal psychiatric teleconsultation line linking providers to psychiatric practitioners (see Section 1.7).	Start Date: July 1, 2027 End Date: June 30, 2028
Sustainability Plan	Submit plan detailing funding sources, governance, and transition strategy beyond contract term (see Section 1.8.2.).	Start Date: July 1, 2026 Due Date: June 1, 2028

1.11. Background Checks

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

1.11.1.1. 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;

1.11.1.2. 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

1.12. Confidential Data

1.12.1. 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.

1.12.2. 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.

1.13. Privacy Impact Assessment

1.13.1. 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:

1.13.1.1. How PII is gathered and stored;

1.13.1.2. Who will have access to PII;

1.13.1.3. How PII will be used in the system;

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

1.13.1.5. Privacy practices.

1.13.2. 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.

1.14. Contract End-of-Life Transition Services

1.14.1. General Requirements

1.14.1.1. 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.

1.14.1.2. 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.

1.14.1.3. 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.

1.14.1.4. 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.

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

1.14.1.6. 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.

1.14.2. Completion of Transition Services

1.14.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the

end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.14.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.14.3. Disagreement over Transition Services Results

1.14.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (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.

1.15. Website and Social Media

1.15.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.15.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.15.3. State of New Hampshire's Website Copyright

1.15.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

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, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor must submit:

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

3.2.1.2. A written attestation, within forty-five (45) days of the

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

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (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.

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. 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.

Payment Terms

1. This Agreement is funded by:
   1.1. 35% Federal funds, Maternal and Child Health Services, as awarded on October 28, 2024, by the Health Resources and Services Administration, ALN 93.994, FAIN B04MC54562.
   1.2. 65% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Contractor, based on criteria specified in 2 CFR §200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1.
4. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment in accordance with Section 3 above.
   4.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, receipts for purchases, time sheets, and payroll records, as applicable.
   4.5. Is completed, dated and returned to the Department to initiate payment.
   4.6. Is assigned an electronic signature and is emailed to DHHS.DPHS.Contract@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days of receipt of each invoice and any required supporting documentation, subsequent to approval of the submitted invoice.

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

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

8. If applicable, the Contractor must notify the Department of any revisions, updates, or extensions to the Contractor's federal negotiated indirect cost rate agreement (NICRA) by submitting a copy of the revised NICRA to the Department within five (5) business days of the Contractor's receipt of the NICRA from the cognizant federal agency.

9. Audits

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

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

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

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

   9.2. If Condition A exists, the Contractor must 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.

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

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

9.4. 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.

9.5. 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 must 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 sixty (60) days.

10. If applicable, the Contractor must request disposition instructions from the Department for any equipment, based on 2 CFR 200.313, purchased using funds provided under this Agreement.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name:	Mary Hitchcock Memorial Hospital
Budget Request for:	RFP-2027-DPH-06-PERIN-01
Budget Period	July 1, 2026 to June 30, 2029
Indirect Cost Rate (if applicable)	15%

Line Item	Budget - State Fiscal Year 2027 (07/01/2026 - 06/30/2028)	Budget - State Fiscal Year 2028 (07/01/2028 - 06/30/2029)
1. Salary & Wages	$78,763	$140,555
2. Fringe Benefits	$25,755	$44,756
3. Consultants	$10,550	$33,750
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$3,625	$3,625
7. Software	$3,900	$8,400
8. (a) Other - Marketing/ Communications	$5,000	$5,000
8. (b) Other - Education and Training	$250	$0
8. (c) Other - Other (specify below)	$0	$0
Website SOFTR_Website Hosting	$2,000	$2,000
Event Table	$500	$1,000
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$130,343	$239,086
Total Indirect Costs	$19,551	$35,863
Subtotals	$149,894	$274,949
	Total	**$424,843**

Contractor Initials: Initial

Date: 5/26/2026

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;

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.

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.

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.

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.

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.

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.

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.

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.

FORM A

As the Contractor 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: QYLXERHDAQL4

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: Mary Hitchcock Memorial Hospital

5/26/2026
Date:

Signed by:
8ACA3CFCA0CC438...
Name: Edward Merrens, MD, MHCDS
Title: Chief Clinical Officer

Initial

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

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.

Initial

Contractor Initials _____

Date 5/26/2026

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

Contractor Initials Initial

Date 5/26/2026

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.

Contractor Initials Initial

Date 5/26/2026

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions.

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

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

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

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

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

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

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

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not 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 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 and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.

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.

l. 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

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.

a. 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.

b. 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

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

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit F, 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) n.I., the defense and indemnification provisions of section (3) g. and Paragraph 13 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	Mary Hitchcock Memorial Hospital
The State	Name of the Contractor
DocuSigned by: Iain Watt D778BB63F9704C7...	Signed by: 8ACA3CFCA0CC438...
Signature of Authorized Representative	Signature of Authorized Representative
Iain Watt	Edward Merrens, MD, MHCDS
Name of Authorized Representative	Name of Authorized Representative
Director - DPH	Chief Clinical Officer
Title of Authorized Representative	Title of Authorized Representative
5/26/2026	5/26/2026
Date	Date

APPLICATION REQUIREMENTS				
State Requirements				
Req #	**Requirement Description**	**Criticality**	**NH Mom Hub Vendor Response**	**Platform(s)**
GENERAL SPECIFICATIONS				
A1.1	Ability to access data using open standards access protocol.	M	All proposed platforms use open web standards. Airtable provides a RESTful JSON API with OAuth 2.0 authentication. Smartsheet provides a RESTful API with JSON/XML output. Softr renders HTML5/CSS3/JS. Spruce Health uses HL7/FHIR-compatible data exchange for clinical messaging.	Airtable, Smartsheet, Softr, Spruce
A1.2	Data available in commonly used format; not subject to copyright/patent restrictions.	M	All platforms export data in standard formats (CSV, JSON, XLSX). No proprietary data formats are imposed. Data remains owned by the contracting entity per each vendor's enterprise terms of service.	Airtable, Smartsheet, Softr, Spruce
A1.3	Web-based compatible; conformance with W3C standards: HTML5, CSS 2.1, XML 1.1.	M	All platforms are fully web-based SaaS applications accessed via modern browsers. Softr generates HTML5-compliant public-facing pages. Airtable and Smartsheet interfaces conform to current web standards.	Airtable, Smartsheet, Softr
APPLICATION SECURITY				
A2.1	Verify identity / authenticate all system client applications.	M	Airtable Enterprise Scale: SSO via SAML 2.0, OAuth 2.0 for API access with scoped tokens. Smartsheet Enterprise: SSO/SAML integration, API tokens with permission scoping. Spruce Health: credential-based login with role-based access for clinical staff. Softr: password-protected pages with member login for non-public content.	All platforms
A2.2	Verify identity and authenticate all human users.	M	All platforms require individual user authentication. Airtable and Smartsheet Enterprise support SAML-based SSO with MFA enforcement at the organizational level. Spruce Health requires authenticated login for all clinical users.	All platforms
A2.3	Enforce unique user names.	M	All platforms enforce unique usernames (email-based). Airtable, Smartsheet, and Spruce Health all use email addresses as unique identifiers, preventing duplicate accounts.	All platforms
A2.4	Comply with Department's Password Standard and DoIT statewide User Account and Password Policy.	M	Airtable Enterprise and Smartsheet Enterprise both support configurable password policies (minimum length, complexity, expiration) and can integrate with organizational SSO to inherit password policies. Spruce Health enforces HIPAA-grade password requirements.	Airtable, Smartsheet, Spruce
A2.8	Ability to limit the number of people that can grant or change authorizations.	M	Airtable Enterprise: Owner and Admin roles are separately assignable; admin permissions can be restricted to designated individuals. Smartsheet Enterprise: System Admin role controls user provisioning. Spruce Health: practice administrator role limits who can modify access.	Airtable, Smartsheet, Spruce
A2.10	Application shall not store authentication credentials in its code.	M	All platforms are cloud-hosted SaaS with enterprise security practices. Authentication credentials are managed by each vendor's infrastructure and are not exposed in application code. API tokens are separate from user credentials.	All platforms
A2.11	Log all attempted accesses that fail identification, authentication and authorization.	M	Airtable Enterprise: Audit log captures failed login attempts. Smartsheet Enterprise: Activity log records failed authentication events. Spruce Health: Access logging per HIPAA requirements.	Airtable, Smartsheet, Spruce

A2.13	All logs must be kept for 1 year (6 years if PHI is stored for HIPAA compliance).	M	Smartsheet Enterprise (PHI system): Audit logs maintained per BAA terms — confirm 6-year retention with vendor. Airtable Enterprise Scale (PHI system): Audit log retention to be confirmed with vendor for HIPAA tier. Spruce Health (PHI system): HIPAA-compliant log retention. Softr (non-PHI): Standard log retention — 6-year requirement may not apply.	Smartsheet, Airtable, Spruce
A2.14	Application must allow explicit session termination with no remnants.	M	All platforms support explicit logout. Airtable and Smartsheet clear session data on logout. Spruce Health enforces session termination per HIPAA requirements. Browser cache management is a client-side consideration.	All platforms
A2.15	Do not use software/system services for anything other than designed purpose.	M	All platforms will be used solely for their intended functions: Airtable for relational case management and resource directory; Smartsheet for HIPAA-compliant case tracking and intake; Softr for public-facing resource hub; Spruce Health for HIPAA-compliant family communications.	All platforms
A2.16	Application data shall be protected from unauthorized use when at rest.	M	Airtable Enterprise Scale: AES-256 encryption at rest. Smartsheet Enterprise: AES-256 encryption at rest per BAA. Spruce Health: HIPAA-compliant encryption at rest. Softr: Standard SSL/TLS; no PHI stored.	All platforms
A2.17	Keep sensitive data/communications private from unauthorized individuals.	M	Role-based access controls enforced across all PHI-handling platforms. Two-tier architecture separates public-facing (Softr, non-PHI) from HIPAA-compliant backend (Smartsheet, Airtable, Spruce). PHI never transits through or resides on the public-facing layer.	All platforms
A2.18	Subsequent enhancements/upgrades shall not remove or degrade security.	M	As SaaS platforms, all vendors manage upgrades to their infrastructure. Enterprise-tier agreements include commitments to maintain or enhance security posture. BAA terms require notification of material security changes.	All platforms
A2.19	Utilize change management documentation and procedures.	M	Program-level change management will follow Dartmouth Health IT change management procedures. Platform configuration changes will be documented internally. SaaS vendor-side changes are governed by each vendor's release management process.	All platforms
A2.21	Audit logs must contain minimum 9 information elements (User IDs, timestamps, config changes, etc.).	M	Airtable Enterprise: Audit log captures user actions, timestamps, record changes, and access events. Smartsheet Enterprise: Activity log records user IDs, timestamps, sheet modifications, sharing changes, and login events. Spruce Health: HIPAA audit trail. Specific coverage of all 9 elements needs vendor confirmation.	Airtable, Smartsheet, Spruce
APPLICATION SECURITY TESTING				
T1.1	All software components reviewed and tested to protect data assets.	M	All proposed platforms are commercial SaaS products with established security testing programs. Vendor security documentation (SOC 2 Type II, penetration test summaries) can be requested for each platform. Configuration-level testing will be performed during implementation.	All platforms
T1.2	Vendor responsible for providing documentation of security testing.	M	Each SaaS vendor maintains security testing documentation. Airtable publishes a Trust Center (trust.airtable.com). Smartsheet publishes a Trust Center (trust.smartsheet.com). Spruce Health provides HIPAA security documentation to enterprise customers.	All platforms

T1.3	Evidence of identification and authentication testing.	M	Login attempt logging and authentication validation are covered by each vendor's SOC 2 controls. Enterprise admin consoles provide access to authentication event logs.	All platforms
T1.4	Test for access control.	M	Role-based access control (RBAC) is a core feature of all proposed Enterprise-tier platforms. Testing of RBAC configuration will be performed during implementation as part of user acceptance testing.	All platforms
T1.5	Test for encryption.	M	All PHI-handling platforms provide AES-256 encryption at rest and TLS 1.2+ in transit. Encryption implementation is covered under each vendor's SOC 2 Type II audit scope.	Airtable, Smartsheet, Spruce
T1.6	Test intrusion detection.	M	Intrusion detection is managed by each SaaS vendor within their hosting infrastructure. Enterprise customers can request documentation of IDS/IPS controls.	All platforms
T1.8	Test user management feature.	M	User provisioning and deprovisioning will be tested during implementation. All platforms support admin-managed user accounts with activation and deactivation capabilities.	All platforms
T1.9	Test role/privilege management.	M	Role and permission configuration testing will be completed after initial setup and validated by NH Mom Hub program leadership before go-live.	All platforms
T1.10	Test audit trail capture and analysis.	M	Audit log functionality will be verified during implementation. Enterprise admin dashboards provide audit trail access. Export capabilities will be tested for compliance reporting.	All platforms
T1.11	Test input validation (buffer overflow, XSS, SQL injection, file access).	M	As SaaS platforms, input validation is handled by each vendor's application security layer. All proposed platforms undergo regular security testing including OWASP Top Ten assessment as part of their development lifecycle.	All platforms
T.1.12	Web applications tested against OWASP Top Ten.	M	All proposed platforms are commercial SaaS products subject to continuous security testing. OWASP Top Ten compliance is standard for enterprise-grade SaaS vendors. Vendor-specific attestations to be provided.	All platforms
T1.13	Provide validation of 3rd party security reviews (vuln scanning, pen testing, code review).	M	Each vendor conducts regular third-party security assessments. SOC 2 Type II audit reports and penetration test summaries are available to enterprise customers under NDA.	All platforms
HOSTING — CLOUD REQUIREMENTS (OPERATIONS)				
H1.1	ANSI/TIA-942 Tier 3 Data Center or equivalent (99.982% availability).	M	All proposed platforms are hosted on enterprise cloud infrastructure. Airtable: AWS (us-east region). Smartsheet: AWS infrastructure. Spruce Health: AWS HIPAA-eligible services. Softr: Cloud-hosted. All AWS data centers meet or exceed Tier 3 equivalent standards.	All platforms (vendor-managed)
H1.2	Secure hosting environment with permission-based logins.	M	All platforms provide secure cloud hosting with authenticated, permission-based access. Enterprise-tier subscriptions include enhanced security features (SSO, RBAC, audit logging).	All platforms
H1.3	Data center physically secured with biometric/badge access and restricted access policies.	M	AWS data centers (hosting Airtable, Smartsheet, Spruce Health) maintain SOC 2-certified physical security including biometric access controls, 24/7 monitoring, and documented access policies.	All platforms (vendor-managed)
H1.4	Install and update all server patches within 60 days of release.	M	As SaaS platforms, server patching is managed by each vendor. Enterprise SLAs typically include commitments to timely security patching. NH Mom Hub program team does not manage server infrastructure.	All platforms (vendor-managed)

H1.5	Monitor system, security, and application logs.	M	Each SaaS vendor monitors their infrastructure logs. Enterprise admin consoles provide customer-accessible activity logs. Centralized log monitoring across platforms would require additional tooling.	All platforms (vendor-managed)
H1.6	Manage sharing of data resources.	M	Data sharing is controlled through RBAC and sharing permissions within each platform. The two-tier architecture (public/non-PHI on Softr vs. PHI on Smartsheet/Airtable/Spruce) provides structural data separation.	All platforms
H1.7	Manage daily backups, off-site data storage, and restore operations.	M	Airtable Enterprise: Automatic snapshots with point-in-time recovery. Smartsheet Enterprise: Automatic backups with data recovery options. Spruce Health: HIPAA-compliant backup procedures. All platforms use geographically distributed cloud storage for redundancy.	All platforms (vendor-managed)
H1.8	Monitor physical hardware.	M	Physical hardware monitoring is managed entirely by each SaaS vendor's cloud infrastructure provider (primarily AWS). Not applicable at the application/program level.	Vendor-managed
H1.9	Remote access via VPN for server resources not in DMZ.	M	All platforms are cloud-based SaaS accessed via HTTPS. No VPN required for standard application access. Enterprise SSO provides secure authentication. IP whitelisting available on some platforms for additional access control.	All platforms
DISASTER RECOVERY				
H2.1	Documented disaster recovery plans.	M	Each SaaS vendor maintains documented DR plans as part of their SOC 2 compliance. Enterprise customers can request DR documentation. AWS infrastructure provides multi-AZ redundancy.	All platforms (vendor-managed)
H2.2	DR plan identifies methods for procuring additional hardware; redundancy for component failure.	M	As cloud-hosted SaaS, hardware redundancy is managed by each vendor's infrastructure. AWS provides automatic failover and redundant components. Not managed at the program level.	Vendor-managed
H2.3	Defined and documented backup schedule and procedure.	M	See H1.7. Each vendor maintains documented backup schedules. Enterprise agreements specify backup frequency and retention.	All platforms (vendor-managed)
H2.4	Backup copies facilitate restore in event of data loss.	M	See H1.7.	Vendor-managed
H2.5	Scheduled backups: differential daily, complete weekly minimum.	M	SaaS vendor backup architectures typically exceed this requirement with continuous or near-continuous data protection. Specific schedules vary by vendor.	All platforms (vendor-managed)
H2.6	Backup media securely transferred off-site.	M	Cloud-hosted SaaS platforms store backups across geographically distributed data centers as standard practice. No physical media transfer is involved.	Vendor-managed
H2.7	Data recovery using database logs for near-real-time recovery.	M	Point-in-time recovery capabilities vary by platform. Airtable Enterprise provides snapshot-based recovery. Smartsheet provides data recovery options. Exact RPO/RTO specifications to be confirmed.	Airtable, Smartsheet
HOSTING SECURITY				
H3.2	Data exchanges between servers must be encrypted.	M	All inter-service communication within each SaaS platform uses TLS 1.2+ encryption. API integrations between platforms (e.g., Airtable ↔ Softr) use HTTPS with encrypted data transfer.	All platforms
H3.4	Infrastructure reviewed and tested for security.	M	Each SaaS vendor conducts regular infrastructure security testing as part of SOC 2 compliance. Third-party penetration testing performed annually or more frequently.	All platforms (vendor-managed)

H3.7	Event logging enabled on all servers; logs protected with limited admin access.	M	Each platform maintains server-level event logging within their infrastructure. Enterprise admin access to audit logs is restricted to designated administrators.	All platforms (vendor-managed)
H3.8	OS and DB built/hardened per CIS, NIST, or NSA guidelines.	M	SaaS vendor infrastructure hardening is managed at the vendor level. AWS infrastructure follows CIS benchmarks. Individual vendor hardening practices documented in SOC 2 reports.	All platforms (vendor-managed)
SERVICE LEVEL AGREEMENT				
H4.1	Support and maintenance from Effective Date through Contract term.	M	All platform subscriptions will be maintained for the full contract term. Enterprise agreements include vendor support and maintenance commitments.	All platforms
H4.2	Maintain hardware/software per contract specs including upgrades and fixes.	M	As SaaS platforms, hardware and software maintenance, upgrades, and bug fixes are managed by each vendor as part of the subscription. Enterprise tiers include priority support.	All platforms (vendor-managed)
H4.3	Repair or replace hardware/software to operate per contract specs.	M	SaaS model eliminates hardware repair/replacement concerns. Software issues addressed through vendor support channels. Enterprise support SLAs provide response time commitments.	All platforms (vendor-managed)
H4.4	All components fully supported by manufacturers; critical patches within 60 days.	M	All proposed platforms are actively developed and supported products. Security patches are applied by vendors per their release schedules, typically faster than 60-day cycles for critical issues.	All platforms (vendor-managed)
H4.6	Conform to deficiency classification (Class A/B/C).	M	NH Mom Hub program team will adopt the Class A/B/C deficiency framework for internal issue management. SaaS vendor support tickets will be mapped to these classifications. Vendor-side incident management follows each vendor's published SLA.	All platforms
H4.7	Support response times: Class A within 2-4 hours; Class B/C within 4 hours.	M	Enterprise support tiers for Airtable, Smartsheet, and Spruce Health include prioritized response times. Specific SLA response times vary by vendor and plan tier. Program-level support response will meet the specified timeframes.	All platforms
H4.8	Hosting available 24/7 except scheduled maintenance.	M	All proposed platforms provide 24/7 availability. Airtable: 99.9% uptime SLA. Smartsheet: 99.9% uptime SLA. Spruce Health: 24/7 availability. Softr: standard cloud availability.	All platforms
H4.9	Regularly scheduled maintenance window.	M	SaaS vendors manage maintenance windows per their published schedules. Enterprise customers receive advance notification of planned maintenance. Most maintenance is performed with zero downtime.	All platforms (vendor-managed)
H4.10	Credit for unmet uptime: (Total Price/365) × Days Not Provided.	M	Individual vendor SLAs include their own uptime credit terms. The specific formula in this requirement may differ from vendor standard terms.	All platforms
H4.13	Quarterly reporting: uptime, change requests, outages, deficiencies.	M	Platform-level uptime and incident reports are available through each vendor's status pages and enterprise admin consoles. Program-level quarterly reporting will aggregate data across platforms.	All platforms
H4.14	2 business days prior notification of changes/updates; training for upgrades.	M	Enterprise-tier SaaS subscriptions include advance notification of major updates. Most SaaS updates are seamless and do not require user retraining. Significant changes will be communicated to program staff per internal change management procedures.	All platforms
SUPPORT & MAINTENANCE REQUIREMENTS				

S1.1	Support and maintenance from Effective Date through Contract term.	N/A	See H4.1. All platform subscriptions will cover the full contract period.	All platforms
S1.3	Repair software per contract specs.	N/A	See H4.3. SaaS vendor support handles software defects. Configuration issues managed by program team.	All platforms
S1.6	Latest program updates, patches, and documentation at no additional cost.	N/A	Enterprise SaaS subscriptions include all platform updates and patches within the subscription tier. No additional costs for vendor-released updates.	All platforms
S1.7	Maintenance call records: nature, status, action plans, resolution, etc.	N/A	Program will maintain internal issue tracking for all support interactions. Vendor support tickets provide tracking numbers and resolution documentation.	All platforms
S1.8	Identify and troubleshoot large-scale failures; root cause analysis.	N/A	SaaS vendor support includes root cause analysis for major incidents. Program team will coordinate cross-platform issue diagnosis when needed.	All platforms
S1.15	Utilize NH secure FTP site for file upload/download if applicable.	M	TBD — Determine whether file exchange with the State is required and if the NH FTP site is the mandated channel. SaaS platforms support secure data export that could be transferred via FTP.	N/A
S1.16	Hosting available 24/7 except scheduled maintenance.	M	See H4.8.	All platforms
PROJECT MANAGEMENT				
P1.1	Participate in initial kick-off meeting.	M	Agreed. NH Mom Hub Program Director and Lead Navigator will participate in kick-off meeting. Technology platform representatives can be included as needed.	N/A
P1.2	Provide project staff as specified in RFP.	M	Agreed. Project staffing includes Program Director (Alison Palmer, WHNP-BC, PMHNP-BC), Lead Navigator (Heather Martin), and additional navigators per regional assignments.	N/A
P1.3	Submit finalized Work Plan within 30 days of Contract award.	M	Agreed. Work Plan will include technology implementation timeline, milestone schedule, and deliverable tracking.	N/A
P1.4	Detailed quarterly status reports including YTD expenses.	M	Agreed. Quarterly reporting will include program metrics, technology utilization data, and financial status. Reporting templates will align with DHHS requirements.	All platforms (data source)
P1.5	All documentation maintained as project documentation.	M	Agreed. All project documentation will be maintained electronically with version control.	N/A
P1.6	Full-time Project Manager assigned.	M	Program Director serves as primary project management function. For technology-specific implementation, Dartmouth Health IT can provide supplemental project management support.	N/A
P1.7	Quarterly in-person meetings in Concord, NH (virtual if approved).	M	Agreed. Program Director and key staff will travel to Concord quarterly or participate virtually per DHHS approval.	N/A
P1.8	Project manager hosts meetings with agendas.	M	Agreed.	N/A
P1.9	Meeting minutes documented and distributed within 24 hours.	M	Agreed.	N/A
WEBSITE AND SOCIAL MEDIA MANAGEMENT				
W.1.1	Work with DHHS Communications Bureau on social media/website compliance.	M	Agreed. NH Mom Hub public-facing website (Softr-powered resource hub) and any social media presence will be developed in coordination with DHHS Communications Bureau to ensure compliance with Department and NH DoIT website and social media policies.	Softr (website)

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 MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. 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: **68517**

Certificate Number: **0007804280**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 09th day of April A.D. 2026.

David M. Scanlan

Secretary of State

Dartmouth Health

Dartmouth-Hitchcock Boards of Trustees

CERTIFICATE OF VOTE/AUTHORITY

I, Mark S. Speers, MBA, do hereby certify that:

1. I am the duly elected Chair of the Boards of Trustees of Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic (together, "Dartmouth-Hitchcock").
2. The following is a true and accurate excerpt from the Amended, Restated and Integrated Bylaws of the Dartmouth-Hitchcock Corporations:
   a. **"ARTICLE II – Section A. Fiduciary Duty. Stewardship over Corporate Assets**. As responsible stewards of tax-exempt, charitable Corporations, members of the Corporations' Boards have the fiduciary duty to oversee, with due care and loyalty, the stewardship of the Corporations' assets and operations in order to create a sustainable health system that is population focused and value-based, and to advance their respective corporate purposes. In exercising this duty, the Boards may, consistent with the respective Corporation's Articles of Agreement and these Bylaws, delegate authority to Board Committees and other bodies, or to various officers, to provide input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporations as may be necessary or desirable in furtherance of their charitable purposes."
3. Pursuant to policy approved and adopted by the Boards of Trustees consistent with the above Bylaws provision, the Chief Clinical Officer, Edward Merrens, MD, has subdelegated signature authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. The foregoing authority shall remain in full force and effect as of the date of the agreement executed or action taken in reliance upon this Certificate. This authority shall remain valid for thirty (30) days from the date of this Certificate and the State of New Hampshire shall be entitled to rely upon same, until written notice of modification, rescission or revocation of same, in whole or in part, has been received by the State of New Hampshire.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Boards of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 18th day of May, 2026.

Mark S. Speers, MBA, Board Chair

DARTHIT-01 CMENDOZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2025

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 # 1780862 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
INSURED Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	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 :

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SPX0702603	7/1/2025	7/1/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							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
Dartmouth-Hitchcock Health
Mary Hitchcock Memorial Hospital
Alice Peck Day Memorial Hospital
New London Hospital Association
Visiting Nurse Associates and Hospice of Vermont and New Hampshire

CERTIFICATE HOLDER

State of NH
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

CERTIFICATE OF INSURANCE

DATE: June 17, 2025

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

INSURED
Mary Hitchcock Memorial Hospital
One Medical Center Drive
Lebanon, NH 03756
(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		0002025-A	7/1/2025	7/1/2026	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		0002025-A	7/1/2025	7/1/2026	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 NH
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, 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

NONPROFIT COVER SHEET

A. Entity Name: Mary Hitchcock Memorial Hospital, for itself and on behalf of Dartmouth-Hitchcock Clinic

B. Entity's Contact Information:

1 Medical Center Drive
Lebanon, NH 03756-1000

Person responsible for Accuracy and Completeness of information provided:
Name: Edward J. Merrens, MD, MHCDS Title: Chief Clinical Officer

Signature: DocuSigned by: Edward J Merrens 8ACA3CFCA0CC438...

Additional Contact:
Name / Phone / Email: Theresa Alvarez, 603-650-1801, awards@hitchcock.org

C. List Board of Directors and Affiliations

Name (Identify any additional role(s) in Parentheses)	Affiliations
Mark W. Begor, MBA	*Chief Executive Officer, Equifax*
Joanne M. Conroy, MD	*Retired Chief Investment Officer, AllianceBernstein*
Thomas P. Glynn, PhD	*Retired Adjunct Lecturer, Harvard Kennedy School of Government*
Patrick J. Lanier, BA	*President of the Health Management Academy (HMA)*
Maria D. Padin, MD, FACOG	*Chief Medical Officer, Southern Region/Community Group Practices (CGPs), Dartmouth-Hitchcock*
Richard J. Powell, MD	*Section Chief, Vascular Surgery; Professor of Surgery and Radiology*
Thomas Raffio, MBA, FLMI	*President & CEO, Northeast Delta Dental*
Edward Howe Stansfield, III, MA	*Retired Senior Financial Advisor, Resident Director, of Bank of America/Merrill Lynch*
Paul A. Taheri, MD, MBA	*Clinical Partner – Welsh Carson Anderson and Stowe*
Pamela Austin Thompson, MS, RN, FAAN	*Chief executive officer emeritus of the American Organization of Nurse Executives (AONE)*

D. List Key Personnel (Resumes should be attached for each key personnel listed)

Name	Role	Annual Salary	Amount Paid From This Contract
Julie Bosak	Project Director	$169,499	$28,674

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

[x] The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**

[ ] The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

[X] is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**

[ ] is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**

[ ] is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screen shot from the DOJ Registered Charities List found at:

https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf

15266	Mary Gale Foundation, Inc.	22 Concord Street	Manchester	NH	03101	G	5/15/2026
6278	Mary Hitchcock Memorial Hospital	1 Medical Center Drive	Lebanon	NH	03756	G	5/15/2026

FINANCIAL DISCLOSURES

G. Check one the following (and attach applicable financial documentation):

[x] The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are attached. **OR**

[ ] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**

[ ] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

Revenue		Expenses	
Grants	$	*Compensation of officers, directors, and key personnel*	$
Donations	$		
Program Services Revenue	$	*Other salaries & wages*	$
Interest & Dividends	$	*Payroll taxes & employee benefits*	$
All other Revenue	$	*Occupancy, rent, utilities, and insurance*	$
Total Revenue	$	*Printing, publications, postage, office supplies, and IT*	$
		All other expenses	$
		Total Expenses	$

FINANCIAL DISCLOSURES (cont.)

2. BALANCE SHEET

Assets	
Cash & Equivalents	$
Investments	$
Real Estate (less any depreciation)	$
Other Property & Equipment (less any depreciation)	$
Pledges, grants, accounts receivable	$
All other assets	$
Total Assets	$

Liabilities	
Accounts Payable	$
Loans Payable	$
All other liabilities	$
Total Liabilities	$

Dartmouth Health

Purpose, Vision and Values

Our Purpose: Why We Exist

To improve the health and well-being of our patients, our people, and our communities

As our health system continues to grow and become more integrated clinically and administratively, our purpose has evolved to not only focus on supporting each individual member organization's needs but also to how we, as a health system, collectively serve the needs of our broader region. Our purpose statement answers the question “Why does our health system exist?” and highlights the continued priorities that will allow us to best serve our patients, our employees, and our communities.

Our Vision: What We Want to Be

To be a premier academic health system, setting the standard for rural healthcare

The vision statement for Dartmouth Health includes 2 key elements. The first is to be a premier academic health system, which includes leadership in clinical care, research and education. The second is to set the standard for rural healthcare delivery in the United States. Both of these goals reflect the unique opportunities and challenges for our health system.

Our Dartmouth Health Shared Values: We Embrace, We Explore, We Excel

Shaped by the voices of more than 11,000 employees, our Shared Values — We Embrace, We Explore, We Excel — reflect who we are and what we stand for as a health system. Created with you and for all of us, these values unite us around a shared identity and guide our daily actions.

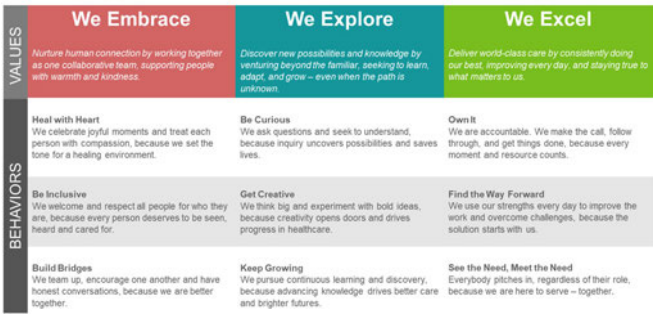
They provide a common language and clear direction, helping us work together more effectively, deliver exceptional care, and create an environment where every patient, team member, and partner feels seen, heard, and valued.

Our Shared Values:

- Distinguish us from other health systems, helping current and future employees answer, “What is it like to be part of Dartmouth Health?”
- Strengthen belonging and purpose, supporting recruitment, retention, and engagement
- Enhance accountability and performance across all levels
- Align our behaviors with our brand, strategy, and care promises

- Equip us to meet future challenges and continue to grow

These three values shape how we act, collaborate, make decisions, and grow together. Each value is supported by three observable behaviors, making it easy to see them in action and celebrate them across our system.



Together, **WE** turn purpose into action and values into impact — one choice, one moment, one person at a time.

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

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.

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	(164,033)
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	$ 44,362
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.

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

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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

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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	(777)	(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	136,366	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	7,061	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	76,931	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	-	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	212	-	23,169	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 as 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	4,688	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 as 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	44,435	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	1,481	(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	-	64,360
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	2,269	-	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	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	311	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	2,118	(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	6,999	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	1	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	1,113	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.

JULIE S. BOSAK, DrPH, CNM, MSN
[redacted]
[redacted] | **Julie.S.Bosak@hitchcock.org** | [redacted]

I. EDUCATION

Boston University, School of Public Health, Boston, MA **2017-2022**
Doctor of Public Health
Dissertation: Evaluating An Approach To Enhance Engagement Of Pregnant And Parenting Women With Substance Use Disorder (SUD) In The Co-design Of A Residential Treatment Program

Georgetown University, Washington, DC **1997-2000**
Master of Science in Nursing. Cum laude.

New York University, New York, NY **1994-1997**
Bachelor of Science in Nursing. Cum laude.

Lehigh University, Bethlehem, PA **1988-1992**
Bachelor of Arts in International Relations and East Asian Studies

II. Pre/Postdoctoral Training

Boston Medical Center, Boston, MA 2021-2022
Research Fellow, Implementation Science, HEALing Communities Study

III. Professional Development Activities

- Positive Power and Influence 2022
- Human Centered Design Leadership course 2020
- Tobacco Treatment Specialist Certification, UMass Chan Medical School, 4-day course 2019
- LEAN Green Belt Certification, Boston University School of Public Health, Semester class 2018
- Opioid Use Disorder Prescriber X Waiver, American Society of Addiction Medicine 2018
- Surgical first assistant for cesarean training, 2-day course, American College of Nurse Midwives 2012
- Basic obstetric ultrasound, 4-day course, Thomas Jefferson University 2009

IV. Academic Appointments

Geisel School of Medicine, Lebanon, NH
Assistant Professor 2025-ongoing
Instructor 2019-2025

V. Institutional Leadership Roles

Director, Northern New England Perinatal Quality Improvement Network 2023- present
45 plus member hospitals and organizations across Maine, NH and Vermont.
Three annual conferences with 250 plus attendees that provide cutting-edge, contextually relevant content.
Lead mutlidisciplinary tri-state steering committee, development of clinical policy guidelines, research activities and multi-site Clinical Review Instutional Board (CRIB).

Director, NH Perinatal Quality Collaborative, Population Health, Dartmouth Health 2023-present
Launched innovative statewide PQC with a focus on community engagement and health equity.
Membership inclusive of 15 OB service hospitals and 11 newly formed perinatal community-based coalitions. Founded statewide Maternal Health Task Force with broad representation of 40+ stakeholders.
Led co-creation of comprehensive five-year state Maternal Health Strategic Plan. Team manages multiple

conferences annually and monthly webinar series for pediatric and maternal health.

- Clinical lead for NH Alliance for Innovation in Maternity Care statewide implementation. Team provides technical assistance and data collection for all 15 engaged hospitals.
- Leadership team, State of NH Maternal Mortality Review Committee. Team manages chart abstraction, committee management and leads implementation of recommendations.

VI. Licensure and Certification

AMCB Certification, Certified Nurse-Midwife 2000- present
Certified Nurse-Midwife, New Hampshire 2005- present
Registered Nurse, New Hampshire 2005- present
Registered Midwife, New Zealand Board of Midwifery 2001-2005
Certified Nurse-Midwife, Maryland 2000-2004
Registered Nurse, Maryland 1997-2004
Registered Nurse, Virginia 1997-1999
Registered Nurse, District of Columbia

VII. Hospital or Health System Appointments

Dartmouth Health, Lebanon, NH Certified Nurse Midwife 2019-present
White Mountain Community Health Center, Conway, NH. Certified Nurse-Midwife 2012-2017 and 2022-2023
Maine Health Memorial Hospital, North Conway, NH, Certified Nurse-Midwife 2012-2017
Feminist Health Center, Certified Nurse-Midwife, Concord, NH 2009-2012
Wentworth Douglass Hospital, Dover, NH, Certified Nurse-Midwife 2006-2012
Garrison Women's Heatlh, Dover and Wolfeboro, NH, Certified Nurse-Midwife 2006-2012
Avis Goodwin Community Health Center, Rochester, NH, Certified Nurse-Midwife, 2005-2006
National Women's Hospital, Auckland, NZ, Registered Midwife 2001-2003
Shady Grove Adventist Hospital, Rockville, MD 2000-2001
Maternity Center, Bethesda, MD 1999-2001

VIII. Other Professional Positions

National Rural Health Association, Rural Health Policy Fellow, remote 2021
Families Flourish Northeast, Lebanon, NH
Researcher and implementation 2020-2022
Program development consultant 2018-2020
Planned Parenthood of Northern New England, Policy Group Fellow, Burlington, VT 2019

IX. Teaching Activities

Dartmouth Hitchcock Medical Center, Population Health Faculty advisor Geisel TDI intern 2024-2025
Student project on NH Perinatal Quality Collaborative program development activities.

Boston Medical Center, Preventive Medicine Fellowship Leadership Team, Boston, MA 2022-2024
Member of team leading new fellowship program focused on comprehensive obstetric care for socially vulnerable populations.

- Developed and delivered content on the impact of social drivers of health on the lifecourse of birthing people.
- Developed a Virtual Reality training kit to educate rural health care providers on basic obstetric care dependent upon resource level at their location.

Dartmouth Hitchcock Medical Center, Speciality SUD OB clinic co-lead 2019-2021

- Co-developed curriculum and led weekly didactic sessions for 2nd year OB residents on clinical, ethical and policy considerations for providing high quality care to high-risk SUD population.
- Led overall program quality improvement intiatives that supported greater communication and collaboration across the health system and with external stakeholders such as community treatment providers and local jail.

Frontier School of Nursing, Midwifery Students 2009-2016
Acted as clinical preceptor for multiple midwifery students at different stages of education program.

X. Research Advising

XI. Advising/Mentoring

Maternal Health Action and Resource Center, Boston, MA 2025-ongoing

- Selected mentor for national progam supporting State Maternal Health Improvement mentees.

XII. Engagement, Community Service/Education

Endowment for Health, Advisory Board Member**,** Concord, NH 2025-ongoing
Northern Human Services, Board of Directors, Conway, NH 2021-Present
Regional Mental Health Service Provider for Carroll County. 60 hours/year.
Way Station, Board of Directors, North Conway, NH 2020- 2024
Grassroots organization providing service for those experiencing homelessness and housing insecurity. Board responsibility of fiduciary and mission oversight, led development of stragegic plan and grant writing. 120 hours/year.

XIII. Research Activities

A. State Maternal Health Innovation Grant: Co-Principal Investigator, 2024-2029
HRSA implementation grant 1 million/year

NNEPQIN Vaginal Birth After Cesarean policy research, Co-Principal Investigator 2025-ongoing
Evaluation of VBAC policy implementation across Northern New England OB hospitals.

Families Flourish Northeast, Principal Investigator 2020-2022
Co-design implementation research with vulnerable population.

XIV. Program Development

New Life Prenatal OUD Program, *North Conway, NH* 2015-2017
Creator and Clinical Lead
Program aim: co-located MAT program to enhance access, coordinate care and improve perinatal outcomes. Filled a service gap as the first comprehensive wrap-around clinic for perinatal population in county covering large geographic scope of northern NH. Impact measured by percentage of patient target population that sustained engagement in program throughout perinatal timeframe.

NNEPQIN Perinatal Substance Use Advisory Group, NH 2016-2017
Project aim: Create multimedia content and disseminate throughout Northern New England the first version of an interactive toolkit to improve quality of practice for practitioners caring for pregnant women with SUD. Impact measured by percentage of practices actively utilizing toolkit in region.

Garrison Women's Health Center 2010-2012
Nurse-Midwife, *Wolfeboro, NH*
Program aim: provide OB services for region following local hospital OB closure. Designed, launched and managed solo satellite office. Impact measured by number of region's perinatal population able to engage in local perinatal care.

XV. Entrepreneurial Activities

The Business of Being Born: Classroom Edition, NY, NY 2009-2012
Supervising Producer and Program Director for creation of shortened version of feature length film along with accompanying education materials. Program aim: National implementation to integrate education package into college curriculums and spread foundational knowledge of the cultural and healthcare system factors influencing normal birth in the United States. Impact measured by number of programs utilizing film and curriculum.

XVI. Major Committee Assignments

Region 1 HRSA Maternal Health Roundtable Series, Planning team member 2024-2025
NH State Health Assessment/State Health Improvement Plan Task Force, 2020-2023
NH Nurse Practitioner Association Representative
Governor's Perinatal Substance Exposure Task Force, NH 2017

XVII. Memberships, Office and Committee Assignments in Professional Societies

American College of Nurse Midwives, member 1999-present
NH State Executive Board, Legislative Liaison 2008-2011
NH Nurse Practitioner Association, member 2012-present
National Rural Health Association, member 2019-present

XVIII. Institutional Center or Program Affiliations

Families Flourish Northeast, Clinical Advisory Committee 2018-2022

XIX. Editorial Boards

XX. Journal Referee Activity

Substance Abuse Treatment, Prevention and Policy. Article Peer Review 2025
The Harm Reduction Journal, Article Peer Review 2024
Addiction Science & Clinical Practive, Article Peer Review 2024

XXI. Awards and Honors

Boston University School of Public Health, HRSA Maternal Child Health Award 2020
American College of Nurse Midwives: Media Award 2012
Georgetown University: MSN Midwifery, Cum Laude Honors, Leadership Award 2000
New York University: BSN Nursing, Cum Laude Honors 1997

XXII. Invited Presentations

National PQC leadership panel, ILPQC annual conference, Chicago, Il 2025

"You're a full-time single mom, whether you like it or not": The experiences of mothers living with their infant in a residential treatment program for substance use disorders [Oral presentation]. Association for Multidisciplinary Education and Research in Substance Use and Addiction, Nov, 2025. Portland, OR. Walt, G., Watson. E., Wheeler, A., Muftu, S., Shoaf Kozak, R., Hoeppner, B., Reddy, J., **Bosak, J**., Schiff, D.M.

AIM statewide work, PQC4ME Annual Conference, Portland, ME 2025

National Network Perinatal Quality Collaborative learning series 2025

Improving SUD Treatment Engagement and Retention for Parenting Women with SUD through Collaborative Co-Design. Poster presentation at National Rural Health Association Health Equity Conference, May, 2023. San Diego, CA. **Bosak, J**., Drainoni, M., Breyer, C., Goodman, D., Messersmith, L., Declercq, E.

Improving SUD Treatment Engagement and Retention for Parenting Women with SUD through Collaborative Co-Design. Poster presentation at National 15th Annual Conference on the Science of Dissemination and Implementation, December, 2022. Washington, D.C. **Bosak, J**., Drainoni, M., Breyer, C., Goodman, D., Messersmith, L., Declercq, E.

Perinatal Quality Collaborative of North Carolina 2021
Presentation: "Nothing for them without them" co-designing a residential treatment program with pregnant and parenting women with SUD. Provided expert analysis and interpretation to audience of statewide multidisciplinary providers including physicians, nurses and APRN's.

New Hampshire Behavioral Health Summit, Concord, NH 2020

Presentation: Utilizing Co-design with vulnerable populations. Provided expert clinical analysis and interpretation on quality improvement approaches for statewide audience of behavioral health providers.

NNEPQIN regional fall conference presentation, ***Bretton Woods, NH*** 2019
Presentation: Universal drug testing for women in labor: let's reevaluate the conversation. Provided expert clinical analysis and education to multidisciplinary clinicians at regional conference on perinatal quality improvement.

XXIII. Bibliography

A. Peer reviewed publications

Bosak J, Drainoni ML, Bryer C, Goodman D, Messersmith L, Declercq E. 'It opened my eyes, my ears, and my heart': Codesigning a substance use disorder treatment programme. Health Expect. 2024 Feb;27(1):e13908. doi: 10.1111/hex.13908. Epub 2023 Nov 3. PubMed PMID: 37920874; PubMed Central PMCID: PMC10726284

Bosak J, Drainoni ML, Christopher M, Medley B, Rodriguez S, Bell S, Kim E, Stotz C, Hamilton G, Bigsby C, Gillen F, Kimball J, McClay C, Powers K, Walt G, Battaglia T, Chassler D, Sprague Martinez L, Lunze K. Community advisory board members' perspectives on their contributions to a large multistate cluster RCT: a mixed methods study. J Clin Transl Sci. 2024;8(1):e1. doi: 10.1017/cts.2023.673. eCollection 2024. PubMed PMID: 38384918; PubMed Central PMCID: PMC10879854.

Bosak J, Messersmith L, Bryer C, Drainoni M, Goodman D, Adams M, Barry T, Flanagan C, Flanagan V, Wolff K, Declercq E. "They just looked at me like I was human": The experiences of parenting women and providers with substance use disorder treatment. J Subst Use Addict Treat. 2024 Feb;157:209240. doi: 10.1016/j.josat.2023.209240. Epub 2023 Dec 5. PubMed PMID: 38061633.

Chatterjee A, Baker T, Rudorf M, Walt G, Stotz C, Martin A, Kinnard EN, McAlearney AS, **Bosak J,** Medley B, Pinkhover A, Taylor JL, Samet JH, Lunze K. Mobile treatment for opioid use disorder: Implementation of community-based, same-day medication access interventions. J Subst Use Addict Treat. 2024 Apr;159:209272. doi: 10.1016/j.josat.2023.209272. Epub 2023 Dec 19. PubMed PMID: 38128649; PubMed Central PMCID: PMC10947870.

Chen S, Walt G, Aldrich A, McAlearney AS, Linas B, Amuchi B, Freedman DA, Goddard-Eckrich D, Gibson E, Hartman Ms J, **Bosak J,** Lunze K, Jones L, Christopher M, Salsberry P, Jackson R, Back S, Drainoni ML, Walker DM. A Qualitative Study of Health Equity's Role in Community Coalition Development. Health Educ Behav. 2024 Aug;51(4):613-624. doi: 10.1177/10901981231179755. Epub 2023 Jun 28. PubMed PMID: 37376998.

Walker DM, Childerhose JE, Chen S, Coovert N, Jackson RD, Kurien N, McAlearney AS, Volney J, Alford DP, **Bosak J,** Oyler DR, Stinson LK, Behrooz M, Christopher MC, Drainoni ML. Exploring perspectives on changing opioid prescribing practices: A qualitative study of community stakeholders in the HEALing Communities Study. Drug Alcohol Depend. 2022 Apr 1;233:109342. doi: 10.1016/j.drugalcdep.2022.109342. Epub 2022 Feb 2. PubMed PMID: 35151024; PubMed Central PMCID: PMC8957585.

Other Scholoarly work

Rural Emergency Hospital conversion: critical factors for EMS support. Bosak, J. & Hansen, J. National Rural Health Association Policy Brief. February 2022.

Complete List of Published Work in MyBibliography

https://www.ncbi.nlm.nih.gov/myncbi/1ReB8MGowuO9Jk/bibliography/public/