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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL

N

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Nicholas A. Toumpas  
Commissioner

Robert J. MacLeod  
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301  
603-271-5300 1-800-852-3345 Ext. 5300  
Fax: 603-271-5845 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 16, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

Retroactive

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, New Hampshire Hospital to enter into a **retroactive** agreement with Concord Hospital, Inc. (Vendor # 177653-B003), 250 Pleasant Street, Concord, NH 03301, for the provision of Laboratory and Pathology Services and Employee Health Services in the amount not to exceed \$645,000, effective retroactive to January 1, 2015 upon Governor and Executive Council approval through June 30, 2017. This request is funded with 42 % Other Funds (Medicare, Medicaid & third party insurance), 27 % General Funds and 31 % Federal Funds.

Funds are available in State Fiscal Year 2015 and are anticipated to be available in the following account in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances between State Fiscal Years, through the Budget office if needed and justified.

**05-095-940010-8750000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES**

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2015	101-500729	Medical Providers	94057300	\$129,000
SFY 2016	101-500729	Medical Providers	94057300	\$258,000
SFY 2017	101-500729	Medical Providers	94057300	\$258,000
			<b>Total</b>	<b>\$645,000</b>

**EXPLANATION**

This is a **retroactive** request because the initial Request for Proposals, posted in August, did not result in any qualified proposals. The Request for Proposals was revised and reposted in October with a closing date in November. The Department and the vendor were unable to finalize the contract terms prior to the contract expiration date.

Laboratory and Pathology Services include autopsy services, routine and special testing of blood samples to detect disease and other medical problems that affect the health of New Hampshire Hospital's patients. Patients at New Hampshire Hospital require the unique and specific laboratory tests that are required prior to prescription of psychoactive medicines and the ongoing monitoring of blood levels of these medicines, which is a necessary part of treatment for mental illness. In order to provide quality patient care these required services need to be fast and efficient.

Employee Health Services are essential due to the following factors: 1) remaining compliant with the American with Disabilities Act (ADA); 2) reducing the high cost of workers' compensation claims for conditions such as repetitive motion syndrome, stress related illnesses, and lifting injuries involving backs, shoulders, and knees; and 3) Screening for other communicable diseases/recognized illnesses such as Hepatitis B, Mumps, and drug resistant Tuberculosis.

New Hampshire Hospital does not have its own laboratory. Due to the volume of admissions per year of complex patients with both psychiatric and co-existing medical conditions, and the need to provide job related testing to employees the demand for acute, reliable and timely testing of blood and other body fluids is critical.

This contract was competitively bid. On August 1, 2014 and October 7, 2014 the Department issued a Request for Proposals to solicit proposals from organizations/companies for the provision of Laboratory and Pathology Services and Employee and Occupational Health Services. The request for proposals was available on the Department of Health and Human Services website from August 1, 2014 through August 11, 2014 and from October 16, 2014 through November 14, 2014. There were two proposals submitted.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the laboratory and pathology services and the employee and occupational health services at New Hampshire Hospital. The team also included staff with significant business and management expertise.

The proposals were evaluated based on the criteria published in the Request for Proposals. Concord Hospital was selected. The bid summary is attached.

The attached contract calls for the provision of these services for two and one half years and reserves the right to renew the agreement for up to two additional years, based upon satisfactory delivery of services, continued availability of support funds, and Governor and Executive Council approval.

Should the Governor and Executive Council determine not to approve this request, there is potential for patient medical services to be billed at significantly higher costs, patient care may be compromised as New Hampshire Hospital does not have the specialized resources to perform these services, and patient and employee health may be compromised if newly hired staff are not properly screened for communicable diseases and illnesses.

Area Served: New Hampshire Hospital, Concord, NH

Source of Funds: 42 % Other Funds (Medicare, Medicaid & third party insurance), 27 % General Funds and 31 % Federal Funds from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Code of Federal Domestic Assistance Number (CFDA) 93.778, Federal Award Identification Number (FAIN) NH 20144.

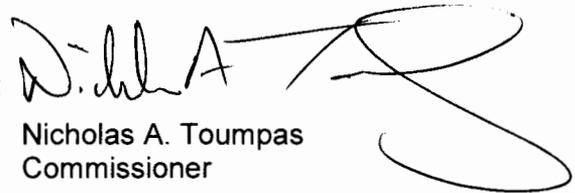
In the event that the federal funds become no longer available, no further general funds will be requested to support this contract.

Respectfully Submitted,



Robert J. MacLeod  
Chief Executive Officer

Approved by:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

Laboratory and Pathology Services and  
Employee and Occupational Health Services

**15-DHHS-DCBCS-NHH-11**

RFP Name

RFP Number

**Bidder Name**

1. **Catholic Medical Center**
2. **Concord Hospital**
3. **0**
4. **0**
5. **0**

Pass/Fail	Maximum Points	Actual Points
	100	52
	100	82
	100	0
	100	0
	100	0

**Reviewer Names**

1. Diane Hill, Nursing Coordinator,  
NHH (Tech)
2. Diane Viger, Nursing Coordinator,  
NHH (Tech)
3. Suzanne Belanger, Nursing  
Coordinator, NHH (Tech)
4. Donna Ferland, Finance  
Administrator, NHH (Cost)
5. Ed Lovejoy, Business  
Administrator, OBO (Cost)
6. Philip J. Nadeau, Financial  
Analyst, OBO (Cost)
- 7.



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doi](http://www.nh.gov/doi)

**Steven J. Kelleher**  
*Acting Commissioner*

February 13, 2015

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

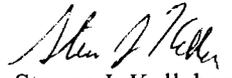
Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an agreement for the provision of Laboratory and Pathology Services and Employee and Occupational Health Services for the benefit of the Department of Health and Human Services with Concord Hospital as described below and referenced as DoIT No. 2015-075.

Concord Hospital shall provide reliable and timely testing of blood and body fluids. The Concord Hospital will also provide access and the ability to collect and print lab results on-line at no additional cost to the Hospital. Additionally, Concord Hospital will ensure that data is provided to the New Hampshire Hospital by compact disc and in sufficient detail for the Hospital to bill Medicare, Medicaid or other payers. The Contract will be effective upon Governor and Executive Council approval retroactive to January 1, 2015 through June 30, 2017. Contract total amount is \$645,000.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council for approval.

Sincerely,

  
Steven J. Kelleher

SJK/mh  
DoIT No. 2015-075

cc: Ruth Eisman, DHHS  
Leslie Mason, BFA Contracts Unit

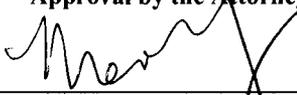
Subject: Laboratory and Pathology Services and Employee and Occupational Health Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord NH 03301	
<b>1.3 Contractor Name</b> Concord Hospital		<b>1.4 Contractor Address</b> 250 Pleasant Street Concord NH 03301	
<b>1.5 Contractor Phone Number</b> 603-225-2711	<b>1.6 Account Number</b> 05-095-094-940010- 87500000-101-500729- 94029200	<b>1.7 Completion Date</b> June 30, 2017	<b>1.8 Price Limitation</b> \$645,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Robert P. Steigmeyer	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>2/12/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this agreement in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> ROBERT J. MACLEOD, CEO	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Yagle, Attorney On: <u>3/27/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.  
5.2 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. The State shall have no liability to the Contractor other than the contract price.  
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 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.

**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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: AMS  
Date: 2/24/15

**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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: MM  
Date: 2/24/15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. 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 relating hereto.

New Hampshire Department of Health and Human Services  
New Hampshire Hospital  
Laboratory and Pathology Services and Employee Health Services  
**Exhibit A**



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**Scope of Services**

1. The Contractor will perform all laboratory and pathology services required by New Hampshire Hospital (the Hospital) including autopsy services and provide employee and occupational health services.
2. The contractor will submit a detailed description of the language assistance services they will provide to persons with limited English Proficiency to ensure meaningful access to their programs and/or services.
- 3. Laboratory and Pathology Services:**
  - 3.1. The Contractor shall provide all pathology and laboratory services, which include laboratory services referenced, that meet the requirements of The Joint Commission, the Clinical Laboratory Improvement Act of 1988 (CLIA), as amended, or any other applicable accrediting bodies.
  - 3.2. The Contractor shall notify the Hospital in writing within five (5) working days after receiving notification that:
    - 3.2.1. Any of the above-mentioned services do not meet these requirements; or
    - 3.2.2. The Contractor as a whole did not meet The Joint Commission or any other applicable accrediting agencies requirements.
  - 3.3. The Contractor shall provide all consumable supplies necessary to conduct all tests described in this contract, at no additional cost to the Hospital.
    - 3.3.1. Materials may be ordered on the supply order form or by phoning the laboratory directly.
      - 3.3.1.1. Materials will be delivered on the next courier run after the receipt of the request.
  - 3.4. The Contractor shall perform all pathology and laboratory services at the Contractor's facility or a reference laboratory that meets the aforementioned requirements. The Contractor shall notify the Hospital of any change in reference laboratories.
  - 3.5. The Contractor shall be responsible for the following frequency of lab tests, performance, and pick- ups:
    - 3.5.1. Routine tests are to be performed once daily, potentially seven (7) days per week, except for chemistry profiles on Thanksgiving, Christmas, and New Year's Day;
    - 3.5.2. Routine surgical pathology is to be completed daily, Monday through Friday;
    - 3.5.3. STAT specimens shall be picked up upon request, at the Hospital specified locations, via courier as needed twenty-four (24) hours per day, seven (7) days

New Hampshire Department of Health and Human Services  
New Hampshire Hospital  
Laboratory and Pathology Services and Employee Health Services  
**Exhibit A**



per week. The Hospital shall pay the Contractor \$25.00 per visit for STAT pick-ups that fall outside the routine and additional pick-up times as specified below.

- 3.5.4. All STAT tests are to be performed within one (1) hour of receipt of specimen.
- 3.5.5. Routine pick-ups for specimens up to three (3) times per day, Monday through Friday, at 8:30 am, 11:30 am, and 4:00 pm and one (1) routine pick-up on Saturdays;
  - 3.5.5.1. No routine pick-ups on major holidays:
    - 3.5.5.1.1. New Year's Day;
    - 3.5.5.1.2. Memorial Day;
    - 3.5.5.1.3. Independence Day;
    - 3.5.5.1.4. Labor Day;
    - 3.5.5.1.5. Thanksgiving Day; and
    - 3.5.5.1.6. Christmas Day.
- 3.5.6. Additional pick-ups for specimens shall be made at 2:30 p.m., Monday through Friday and 9:00 a.m., based on telephone calls notifying the Contractor that the specimens are ready.
- 3.6. The Contractor shall determine through visual inspection prior to testing a specimen whether its' handling is in compliance with protocol and valid test results are possible. When a specimen is rejected:
  - 3.6.1. The Contractor shall not conduct that test and must immediately notify the appropriate Hospital patient care unit; and
  - 3.6.2. Notify the Hospital's clinical laboratory liaison, each month, through the established reporting process with the reason for rejection.
- 3.7. The Contractor shall perform routine assays on the day of specimen receipt.
  - 3.7.1. The Contractor shall deliver results to the Hospital by 4:00 p.m. that same day.
  - 3.7.2. STAT testing is reported within one (1) hours of receipt at the contractor's lab.
  - 3.7.3. Printed copies of all laboratory results shall be forwarded to the appropriate clinician for review and to the Infection Control Practitioner (ICP).
  - 3.7.4. Turn- around time shall be maintained in a manner suitable to the clinical situation in which the tests are requested.
- 3.8. The Contractor shall provide autopsy services, seven (7) days per week, including but not limited to;
  - 3.8.1. A pathologist on call seven (7) days per week;

**New Hampshire Department of Health and Human Services  
New Hampshire Hospital  
Laboratory and Pathology Services and Employee Health Services  
Exhibit A**



- 
- 3.8.2. Delivery and pickup of the remains through a local licensed funeral home;
  - 3.8.3. A provisional anatomic diagnosis within seventy-two (72) hours; and
  - 3.8.4. A complete report and diagnosis provided to the Hospital within sixty (60) days.
  - 3.9. The Contractor shall perform and report emergency or abnormal test results or others requested by a physician:
    - 3.9.1. In a timely fashion consistent with clinical appropriateness;
      - 3.9.1.1. Critical results will be called with fifteen (15) minutes of verification.
    - 3.9.2. To the patient care unit or directly to the practitioner by;
      - 3.9.2.1. Calling and/or faxing, except on weekends; and
      - 3.9.2.2. Followed by printed copies for the medical record.
  - 3.10. The Contractor shall report laboratory results on a standard form approved by the Hospital which includes:
    - 3.10.1. The date and time a specimen was collected;
    - 3.10.2. The date and time a specimen was received by the laboratory and completed;
    - 3.10.3. The technologist's initials; and
    - 3.10.4. The pathologist's review, where appropriate.
  - 3.11. The Contractor shall provide access and the ability to collect and print lab results on-line at no additional cost to the Hospital.
    - 3.11.1. Access to on-line laboratory results is through a secure Physician Portal.
    - 3.11.2. The Contractor and the Hospital shall cooperate in the development of enhancements to computerized reporting systems.
  - 3.12. The Contractor shall notify the Infection Control Practitioner (ICP), within (1) working day, of any laboratory findings that indicate a disease reportable to the NH Division of Public Health Services.
  - 3.13. The Contractor shall provide the antimicrobial susceptibility summary annually to the Infection Control Practitioner (ICP).
  - 3.14. The Contractor shall provide Phlebotomy services, including the transportation of collected specimens at no additional cost to the Hospital on a mutually agreed routine schedule to collect difficult draws.
  - 3.15. The Contractor shall establish a standard of practice for obtaining and processing specialized phlebotomy draws, such as, arterial blood gases, and ammonia blood levels.

New Hampshire Department of Health and Human Services  
 New Hampshire Hospital  
 Laboratory and Pathology Services and Employee Health Services  
**Exhibit A**



- 3.15.1. The Contractor will provide a Laboratory Services Handbook and on-line access to the Hospital for standards of practice for specialized phlebotomy draws.
- 3.16. The Contractor shall provide call back on STAT phlebotomy upon request and have a charge as specified in Exhibit B. The transporting of these STAT collected specimens to the Contractor's laboratory shall be at no additional cost to the Hospital.
- 3.16.1. Phlebotomists employed by the Contractor will perform a venipuncture for the process of obtaining blood, from veins only.
- 3.16.2. Patients requiring arterial blood gasses shall be transported to Concord Hospital for the arterial venipuncture by qualified staff from the Respiratory Therapy Department.
- 3.17. The Contractor shall perform therapeutic drug monitoring including active metabolites on the following list of substances.
- 3.17.1. Turn-around times shall range from twenty-four (24) hours to up to seven (7) days from the time samples are received at the testing laboratory to the forwarding of results.
- 3.17.1.1. All antipsychotic and antidepressant drug monitoring shall be through use of High Performance Liquid Chromatographic (HPLC) techniques using both ultraviolet and electro-chemical detection.
- 3.17.2. Laboratory methodology shall include:
- 3.17.2.1. Detection;
- 3.17.2.2. Identification; and measurement of psychoactive metabolites of all samples submitted.
- 3.17.3. Levels of parent drug and relevant active metabolites shall be included in direct and follow-up reports.

**Antidepressant Drugs**

Generic Name	Trade Name	Cost	Turn Around Time (business days)
Bupropion	Wellbutrin	\$40.35	1-5
citalopram	Celexa	\$157.00	3-10
clomipramine	Anafranil	\$42.00	5-8
duloxetine	Cymbalta	\$193.00	7-10
escitalopram	Lexapro	\$163.69	3-10
fluoxetine	Prozac	\$20.02	1-5

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**Exhibit A**

fluvoxamine	Luvox	\$121.00	3-10
mirtazapine	Remeron	\$119.90	1-5
nefazodone	Serzone	\$104.50	3-9
paroxetine	Paxil	\$111.10	3-10
phenelzine	Nardil	\$536.00	3-10
sertraline	Zoloft	\$60.98	1-5
tranylcypromine	Parnate	\$135.30	5-8
trazodone	Desyrel	\$51.00	5-8
venlafaxine	Effexor	\$275.00	5-8

**Antipsychotic Drugs**

Generic Name	Trade Name	Cost	Turn Around Time (business days)
aripiprazole	Abilify	\$183.70	7-10
chlorpromazine	Thorazine	\$60.68	1-5
clozapine	Clozaril	\$11.77	1-2
fluphenazine	Prolixin	\$61.32	1-5
haloperidol	Haldol	\$27.72	1-4
olanzapine	Zyprexa	\$70.84	1-5
Paliperidone	New per usage	\$25.69	1-5
perphenazine	Trilafon	\$61.32	1-3
pimozide	Orap	\$212.00	7-10
quetiapine	Seroquel	\$124.30	1-5
risperidone	Risperdal	\$100.00	3-10
thioridazine	Mellaril	\$112.20	3-10
thiothixene	Navane	\$32.51	1-4
ziprasidone	Geodon	\$131.00	3-10



**Exhibit A**

**Mood Stabilizers**

Generic Name	Trade Name	Cost	Turn Around Time (business days)
carbamazepine	Tegretol	\$12.51	1-4
Valproic acid	Depakote	\$11.64	1-4
gabapentin	Neurontin	\$20.02	1-2
lamotrigine	Lamictal	\$11.77	Within 24 hours
Lithium	Lithobid	\$5.68?	1-4
oxcarbazepine	Trileptal	\$24.64	1-2
tiagabine	Gabitril	\$75.88	3-5
topiramate	Topamax	\$39.48	Within 24 hours

- 3.18. The Contractor shall provide In-services training for nursing or other personnel at no charge to the Hospital. This shall include, but not be limited to:
- 3.18.1. Any changes related to laboratory services.
  - 3.18.2. Education related to equipment supplied.
  - 3.18.3. Any changes in collection practices.
  - 3.18.4. Continuing education conferences of interest, which are held, at Concord Hospital for the physician community.
- 3.19. The Contractor shall provide professional services for the Hospital Clinical Pathology Conferences.
- 3.20. The Contractor shall provide up to six yearly continuing education conferences, as agreed upon by the Hospital and the Contractor.
- 3.21. The Contractor shall supply appropriate requisition forms to the Hospital at no additional cost.
- 3.22. The Contractor shall ensure that data provided to the Hospital is in a computerized form and is in sufficient detail for the Hospital to bill Medicare, Medicaid or other payors.
- 3.22.1. The Contractor will provide a compact disc with the following information for billing purposes:
    - 3.22.1.1. Patient name;
    - 3.22.1.2. Date of service;

**New Hampshire Department of Health and Human Services  
New Hampshire Hospital  
Laboratory and Pathology Services and Employee Health Services  
Exhibit A**



- 
- 3.22.1.3. New Hampshire Hospital Medical Record Number;
  - 3.22.1.4. New Hampshire Hospital location,
  - 3.22.1.5. CPT-4 Code;
  - 3.22.1.6. Diagnosis 1;
  - 3.22.1.7. Diagnosis 2;
  - 3.22.1.8. Description of service (test description and Concord Hospital order SIM number);
  - 3.22.1.9. Units of service performed;
  - 3.22.1.10. Price and price extension; and
  - 3.22.1.11. Ordering physician's name.
- 3.23. The Contractor shall meet with the Hospital once per quarter and as necessary to discuss the quality and appropriateness of services and mutually resolve identified problems.
- 3.24. The Contractor shall provide the Hospital with information regarding the objective criteria, such as, a quality control surveillance program, established to review and monitor the services provided to the Hospital.

#### **4. Employee Health Services**

The Contractor shall provide employee health services which include but are not limited to:

- 4.1. Complying with employee health policies in accordance with OSHA and U.S. Public Health Services guidelines.
- 4.2. Screening newly hired employees for communicable diseases.
- 4.3. Screening newly hired employees for measles, rubella, and varicella.
- 4.4. Referring newly hired employees showing any signs of potential added risk in the performance of their job duties to their Personal Care Physician.
- 4.5. Conducting pre-placement physical screening, including medical and occupational history review.
- 4.6. Conducting physical capacity exams that shall not duplicate exams performed under the workers' compensation program for:
  - 4.6.1. Newly transferred employees;
  - 4.6.2. New employees;
  - 4.6.3. Those returning after injury or major illness; and
  - 4.6.4. As requested by Human Resources, employees with performance problems.

**New Hampshire Department of Health and Human Services  
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Laboratory and Pathology Services and Employee Health Services  
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- 
- 4.7. Providing immunization or screening in accordance with Occupational Safety Health Administration (OSHA) blood borne pathogen standard.
  - 4.8. Following-up exposures to blood borne pathogens as per the Hospital's request.
  - 4.9. Providing chest radiographic services for employees who present with a positive Tuberculin Skin Test (TST).
    - 4.9.1. Forwarding all of the aforementioned documentation to the New Hampshire Hospital's Human Resources Department.
  - 4.10. Providing access and the ability to collect and print lab results.
  - 4.11. Attending quarterly meetings with NHH Infection Prevention and Employee Prevention team.
  - 4.12. Maintaining current health records on all consultants assigned to the NHH. Records shall contain at minimum:
    - 4.12.1. Verification of TST screening; or
    - 4.12.2. Symptom review screening.

## **5. Staffing**

- 5.1. The Contractor shall ensure that employees who will be present on the Hospital campus:
  - 5.1.1. Have documentation of a criminal background check, which demonstrates not criminal offences;
  - 5.1.2. Is available to complete a thirty (30) minute NHH orientation regarding patient confidentiality and boundaries; and
  - 5.1.3. Have certification and competency to perform the duties in Sections 3 and 4 of the Scope of Services.
- 5.2. The Contractor shall provide documentation of 5.1, upon request of the Hospital.

## **6. Reporting**

- 6.1. The Contractor shall submit a quarterly Specimen Collection Quality Assurance Report. Copies of the report shall be sent via email to the Director of Standards and Quality Management and the Hospital Clinical Laboratory Liaison, and shall include:
  - 6.1.1. The number of each test and profile performed;
  - 6.1.2. A list, by patient, of the tests or profiles completed;
  - 6.1.3. A list, by practitioner, of tests and profiles ordered
  - 6.1.4. A list, by dates and times, of the additional courier call-backs, and the associated costs;

New Hampshire Department of Health and Human Services  
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Laboratory and Pathology Services and Employee Health Services  
**Exhibit A**



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- 6.1.5. A list, by patient, of all rejected specimens; and
  - 6.1.6. Other reports upon request, e.g., a summary of reported issues.
  - 6.2. The Contractor shall provide a minimum of ten (10) copies of the Specimen Collection Manual one to each of the eight (8) patient care units, and others, as designated, with updates as necessary at no additional cost to the hospital.
  - 6.3. The Contractor shall provide a quarterly statistical summary of all Employee and Occupational Health Services to the NHH Human Resource Coordinator II , which shall include but not be limited to:
    - 6.3.1. Name of Employee;
    - 6.3.2. Date of service;
    - 6.3.3. Type of test (e.g. pre-hire, physical capacity, worker's compensation return to work etc.); and
    - 6.3.4. Immunization type.



## Method and Conditions Precedent to Payment

1. This contract is funded with a combination of federal funds and general funds anticipated to be available based upon continued appropriation. Funds are conditioned upon continued support of the program by the state and federal governments. Department access to supporting federal funding is dependent upon the selected Contractor meeting the requirements in accordance with the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.778, Federal Award Identification Number (FAIN) NH20144.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures.
4. Payment for Laboratory and Pathology services performed shall be paid to the contractor within thirty (30) days upon receipt of the monthly invoice and approval of the Hospital's financial officer or designee:
  - 4.1. The monthly invoice shall contain the following information:
    - 4.1.1. Patient Name;
    - 4.1.2. Date of service;
    - 4.1.3. Test performed;
    - 4.1.4. Ordering practitioner; and
    - 4.1.5. Test charge, including Current Procedural Terminology (CPT) number.
  - 4.2. Cost of services shall agree with the fee schedule as listed on attachment (See Exhibit B-1).
  - 4.3. Laboratory slips shall be mailed to the New Hampshire Hospital Billing Office monthly at:  
New Hampshire Hospital Billing Office  
36 Clinton Street  
Concord NH 03301.
  - 4.4. No less than monthly, the following billings summaries will be provided to the Hospital Financial Services Office at the address listed below and include the following:  
New Hampshire Hospital Financial Services  
36 Clinton Street  
Concord NH 03301
    - 4.4.1. The number of each test and profile performed with the associated cost;
    - 4.4.2. A list, by patient/resident, of the tests or profiles completed and the costs associated with each;
    - 4.4.3. A list, by physician, of test and profiles ordered and their associated costs;
    - 4.4.4. A list, by patient/resident, of the phlebotomy collections completed and the costs associated with each; and
    - 4.4.5. A list, by dates and times, of the additional courier call backs, and the associated costs.
5. Payment for Employee Health Services shall be paid to the contractor within thirty (30) days upon receipt of the monthly invoice and approval of the Hospital's financial officer or designee.
  - 5.1. Examinations/Screenings:

**New Hampshire Department of Health and Human Services  
 New Hampshire Hospital  
 Laboratory and Pathology Services and Employee Health Services  
 Exhibit B**



5.1.1.	Pre-placement health screening including medical and occupational history review	\$42.00
5.1.2.	Pre-placement health screening & contract employee	
5.1.3.	If PCP risk is determined	\$52.00
5.1.4.	Physical Capacity Exams	\$52.00
5.1.5.	Chest X-ray	\$166.30
5.2.	Injections, immunizations, and screening upon Hospital's request at the Contractor's Facility utilizing Contractor's Vaccine:	
5.2.1.	Hepatitis B vaccine & Injection	\$64.50
5.2.2.	Measles	\$15.07
5.2.3.	Rubella	\$16.32
5.2.4.	Varicella	\$15.07
5.2.5.	TB test	\$12.50
5.2.6.	Venipuncture is added whenever lab draw performed	\$15.50
5.3.	Respirator medical clearance exams:	
5.3.1.	Review of OSHA mandatory respirator questionnaire only.	\$10.00
5.3.2.	Respirator medical clearance exam.	\$60.00
5.3.3.	Respirator medical clearance exam with spirometry	\$126.00
5.3.4.	Respirator fit test	\$43.00
5.4.	Other services as required including:	
5.4.1.	Attending quarterly meetings with NHH Infection Prevention and NHH Human Resources	no additional cost
5.4.2.	Counseling	no additional cost
5.4.3.	Written reports to Hospital management	no additional cost
5.4.4.	STAT pick-ups (that fall outside the routine and additional pick-up times as specified in Exhibit A, Section 3.5)	\$25.00
5.4.5.	Routing Phlebotomy venipuncture	\$15.50
6.	Payments may be withheld pending receipt of required reports, summaries, and updates as defined in Exhibit A.	
7.	A final payment request shall be submitted no later than sixty days after the contact ends.	
8.	Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and	
9.	When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.	

Exhibit B-1

Concord Hospital Laboratory  
Fee Schedule SFY15+SY16+SFY17

TESTCODE	TEST DESCRIPTION	SIM	CPT	SFY15-SFY17
ABO	ABO Group	3800	86900	\$ 4.08
ABSG	Antibody Screen	3010	86850	\$ 11.83
ACETA	Acetaminophen	8302	82003	\$ 7.65
ACETN	Acetone	8311	82009	\$ 5.28
ACTR	Acetylcholine Rec Binding	9008	83519	\$ 42.74
AFBCX	AFB Culture	4212	87116	\$ 12.63
AFBST	AFB Stain	4213	87206	\$ 6.28
ALB	Albumin	7380	82040	\$ 5.78
ALC1	Ethanol,Serum	8310	82055	\$ 12.63
ALDO	Aldolase, Serum	9021	82085	\$ 14.18
ALDS	Aldosterone, Serum	9024	82088	\$ 59.54
ALEAD	Lead Adult, Blood, Quant	9484	83655	\$ 14.15
ALP	Alk Phos	7390	84075	\$ 6.05
ALT	ALT-SGPT	7115	84460	\$ 6.18
AMITR	Amitriptyline and Nortriptyline, Serum	9052	80152	\$ 26.15
AMMO	Ammonia	7385	82140	\$ 17.03
AMY	Amylase	7200	82150	\$ 7.58
ANA	ANA Screen (Reflex)	1230	86038	\$ 14.14
ANAER	Anaerobe and Aerobe Culture	4950	87070	\$ 10.07
ANAT	ANA Titer	1231	86039	\$ 15.30
APTT	PTT	5155	85730	\$ 7.02
ASL1	SURG PATH, GROSS ONLY	2300	88300	\$ 16.38
ASL2	LEVEL 2 SURG PATH	2302	88302	\$ 36.07
ASL3	LEVEL 3 SURG PATH	2304	88304	\$ 43.25
ASL4	LEVEL 4 SURG PATH	2305	88305	\$ 56.06
ASL5	LEVEL 5 SURG PATH	2307	88307	\$ 112.42
ASL6	LEVEL 6 SURG PATH	2309	88309	\$ 154.91
ASO	ASO Antibody (Reflex)	1235	86063	\$ 6.75
AST	AST-SGOT	7410	84450	\$ 6.05
B12	Vitamin B12	8720	82607	\$ 14.03
BENZQ	Benzodiazepines Profile	9028	80154	\$ 37.15
BLOOD	Culture, Blood	1260	87040	\$ 12.07
BMP	Basic Metabolic Panel	7417	80048	\$ 9.89
BNP	NT-proBNP	7267	83880	\$ 39.68
BUN	BUN	7340	84520	\$ 4.61
BUPRO	Bupropion and Metabolite	9285	80299	\$ 40.35
C\$AF1	AFB Concentrate	4284	87015	\$ 7.81
C\$AI1	Anaerobe Isolation	4178	87075	\$ 11.06
C\$AN1	Anaerobe ID	4218	87076	\$ 9.45
C\$EZ1	Enzyme, Beta Lactamase	1537	87185	\$ 1.63
C\$FC1	Feces Aeromonas	4276	87046	\$ 11.03
C\$FC2	Feces E Coli O157	4278	87046	\$ 11.03
C\$FC3	Feces Campylobacter	4282	87046	\$ 11.03
C\$FC4	Feces SalmShig	4280	87045	\$ 11.03
C\$FC5	Feces Shiga Toxin 1	4327	87899	\$ 14.01
C\$FC6	Feces Shiga Toxin 2	4328	87899	\$ 14.01

Contractor Initials AM

Exhibit B-1  
 Concord Hospital Laboratory  
 Fee Schedule SFY15+SY16+SFY17

TESTCODE	TEST DESCRIPTION	SIM	CPT	SFY15-SFY17
C\$GR1	Gradient 1	1536	87181	\$ 1.63
C\$ID1	Microbe ID 1	4126	87077	\$ 9.45
C\$KB1	KirbyBauer 1	4125	87184	\$ 8.06
C\$MB1	Min Cidal Conc 1	4177	87187	\$ 12.11
C\$MC1	Min Inhib Conc 1	4176	87186	\$ 10.10
C\$OP1	O&P Concentrate	4566	87177	\$ 10.39
C\$OP2	O&P Trichrome	4567	87209	\$ 21.00
C\$OP3	O&P Cryptosporidium	4568	87206	\$ 6.28
C\$YT1	Yeast ID 1	1535	87106	\$ 12.07
C125	CA 125, Serum	9156	86304	\$ 24.33
CA	Calcium	7320	82310	\$ 6.03
CA125	CA 125, Serum	9156	86304	\$ 24.33
CALBK	Follow-Up Actions	9795	NOCPT	\$ 25.00
CARB	Carbamazepine	8303	80156	\$ 8.80
CBCD2	CBC With Auto Diff	5140	85025	\$ 7.07
CBLK	CELL BLOCK	2305	88305	\$ 56.06
CDIF2	C. difficile Toxin, PCR	4317	87493	\$ 13.39
CEA	CEA	8204	82378	\$ 19.40
CHLOR	Chlorpromazine	9164	84022	\$ 60.68
CHOL	Cholesterol	7360	82465	\$ 5.09
CK	CK,Total	7100	82550	\$ 7.61
CKISO	CK,w/Isoenzyme	7101	82550	\$ 7.61
CKMB	CK-MB	7998	82553	\$ 9.06
CL	Chloride	7003	82435	\$ 5.37
CLOMP	Clomipramine and Metabolite, Serum	9229	80299X2	\$ 42.00
CLON	Clonazepam, Serum	9083	80154	\$ 27.02
CLOZ	Clozapine, Serum	9228	80299	\$ 11.77
CMP	Comprehensive Metabolic Panel	7418	80053	\$ 12.35
CO2	CO2	7004	82374	\$ 5.00
COPRS	Copper	9196	82525	\$ 14.50
CORA	Cortisol AM	8447	82533	\$ 19.05
CORP	Cortisol PM	8448	82533	\$ 19.05
CORR	Cortisol, Random	8449	82533	\$ 19.05
CORTF	Cortisol, Free	9369	82530	\$ 19.53
CREAT	Creatinine	7110	82565	\$ 5.99
CRP	CRP	1345	86140	\$ 6.05
CRPT2	CRP Titer	1346	86140	\$ 6.05
CSPOR	Cryptosporidium	1531	87272	\$ 13.39
CTDNA	Chlamydia trachomatis, DNA, SDA	9068	87491	\$ 30.00
DBIL	Bilirubin, Direct	7472	82248	\$ 5.87
DECAL	DECALCIFICATION	2311	88311	\$ 5.14
DESIP	Desipramine, Serum	9249	80160	\$ 25.14
DIG	Digoxin	8530	80162	\$ 15.52
DILAN	Dilantin	8307	80185	\$ 15.49
EAR	Culture, Ear	4359	87070	\$ 10.07
EBVED	EBV Ab to Early Ag, IgG	9497	86663	\$ 15.34

Exhibit B-1

Concord Hospital Laboratory  
Fee Schedule SFY15+SY16+SFY17

TESTCODE	TEST DESCRIPTION	SIM	CPT	SFY15-SFY17
ER/PR	ER/PR Immunohistochemistry, Each Antibody	2965	88360	\$ 49.18
EST2	Estradiol	8572	82670	\$ 32.66
EXSTD	Cytopath, Smears, Extended Study	2931	88162	\$ 32.01
EYE	Culture, Eye	4369	87070	\$ 10.07
FCHOL	Fluid Cholesterol	7886	84999	\$ 3.75
FE	Iron	8551	83540	\$ 7.57
FECW	Stain, Fecal WBC	4560	87205	\$ 4.99
FER	Ferritin	8495	82728	\$ 15.92
FLIPA	Fluid Lipase	7888	83690	\$ 9.71
FLUAG	Influenza Antigens, A & B	4330	87804	\$ 13.39
FOL	Folate	8740	82746	\$ 17.19
FSH	FSH	8811	83001	\$ 21.73
FT3	Free T3	8513	84481	\$ 11.83
FT4	Free T4	8504	84439	\$ 10.55
FTAAB	FTA-ABS	9501	86780	\$ 15.48
FTBIL	Fluid Total Bilirubin	7889	82247	\$ 3.75
FTRIG	Fluid Triglycerides	7887	84478	\$ 4.28
FUNGS	Culture, Fungus - Skin	4272	87101	\$ 9.02
FUNGX	Culture, Fungus - Not Skin or Blood	4377	87102	\$ 9.81
GABA	Gabapentin(neurontin)	9742	80299	\$ 20.08
GC_CX	Culture, GC	4390	87081	\$ 6.74
GENIT	Culture, Genital	4395	87070	\$ 10.07
GENTR	Gentamicin,Random	8305	80170	\$ 19.16
GGTP	GGTP	7130	82977	\$ 7.36
GLU	Glucose	7020	82947	\$ 4.50
GRAM	Stain, Gram	4420	87205	\$ 4.99
HA1C	Hemoglobin A1C	8312	83036	\$ 11.34
HAIGM	Hep A IgM Antibody	8573	86709	\$ 13.16
HALDO	Haloperidol (haldol)	9377	80173	\$ 27.72
HAPTO	Haptoglobin	9883	83010	\$ 14.71
HAVTL	Hep A Antibody Total	8574	86708	\$ 14.48
HBABS	Hep B Surface Antibody (Qual)	8559	86706	\$ 12.55
HBAGC	Hep B sAg,Confirmatory	8577	87341	\$ 12.07
HBAGS	Hep B Surface Antigen	8552	87340	\$ 12.07
HBCAB	Hep B Core Ab,Total	8576	86704	\$ 14.09
HBCIM	Hep B Core IgM Ab	8575	86705	\$ 13.76
HBEAB	Hepatitis Be Antibody	9412	86707	\$ 13.53
HBEAG	Hepatitis Be Antigen	9411	87350	\$ 13.47
HCG	Beta HCG	8300	84702	\$ 15.39
HCPCR	Hep C Viral RNA, PCR Quant	9630	87522	\$ 98.74
HCT	HCT	5153	85014	\$ 2.76
HCVAB	Hep C Antibody	8578	86803	\$ 15.56
HDL	HDL Cholesterol	7365	83718	\$ 8.37
HFP	Hepatic Function Panel	7470	80076	\$ 9.55
HGB	HGB	5154	85018	\$ 2.76
HGMP2	Hemogram w/ Platelet	5138	85027	\$ 5.56

Contractor Initials MM

## Exhibit B-1

Concord Hospital Laboratory  
Fee Schedule SFY15+SY16+SFY17

TESTCODE	TEST DESCRIPTION	SIM	CPT	SFY15-SFY17
HIVAB	HIV-1/HIV-2 Ab Screen	7228	86703	\$ 18.36
HIVRN	HIV-1 RNA, Quantitative, Real-Time PCR	9743	87536	\$ 98.74
HPABC	Acute Hepatitis Panel	8579	80074	\$ 54.53
HSCRIP	High Sensitivity CRP	7392	86141	\$ 20.30
IBCT	TIBC	8548	83550	\$ 10.22
IMIPP	Imipramine & Desipramine, Serum	9452	80174	\$ 25.14
INSLN	Insulin, Total	9448	83525	\$ 25.50
IUMIC	Urine Microscopic	6010	81015	\$ 3.55
KK	Potassium	7002	84132	\$ 4.70
LAMOT	Lamotrigine	9814	80299	\$ 11.77
LBLOT	Lyme, Western Blot	1445	86617	\$ 56.10
LDH	LDH	7400	83615	\$ 7.05
LEADU	Lead, Random Urine	9487	83655	\$ 14.15
LEADY	Lead, Blood, Pediatric	9482	83655	\$ 14.15
LH	LH	8810	83002	\$ 21.64
LI	Lithium	8206	80178	\$ 5.68
LIPAS	Lipase	7343	83690	\$ 8.05
LIPID	Lipid Panel	7377	80061	\$ 15.66
LYTES	Electrolytes	7010	80051	\$ 7.18
MALBR	Microalbumin, Ux Random	7473	82043	\$ 6.32
MDIFF	Manual Differential	5002	85007	\$ 2.38
MERCY	Mercury, Blood	9547	83825	\$ 30.86
MG	Magnesium	7120	83735	\$ 6.85
MMAUR	Methylmalonic Acid, Urine	9524	83921	\$ 35.74
MRSA	Staphylococcus Aureus Culture	4462	87081	\$ 6.74
MSPOT	Mononucleosis Screen	1449	86308	\$ 6.05
NA	Sodium	7001	84295	\$ 5.44
NGDNA	Neisseria gonorrhoeae, DNA, SDA	9127	87591	\$ 30.00
NOROV	Norovirus RT-PCR	9447	83907	\$ 20.20
NORTP	Nortriptyline (Aventyl)	9588	80182	\$ 24.00
OCCBD	Occult Blood, Stool	6015	82272	\$ 3.80
OCCBS	Occult Blood, Stool	6032	82270	\$ 3.80
OLANZ	Olanzapine (Zyprexa)	9730	80299	\$ 70.84
OSMOL	Osmolality, Serum	7225	83930	\$ 7.72
PAROX	Paroxetine	9534	80299	\$ 111.10
PERPH	Perphenazine, Serum/Plasma	9604	84022	\$ 61.32
PHENB	Phenobarbital, Serum	9373	80184	\$ 13.39
PHLBC	Phlebotomy Collection	8992	36415	\$ 4.00
PHLCB	Phlebotomy Call Back Fee	9718	NOCPT	\$ 75.00
PHOS	Phosphorus	7330	84100	\$ 5.54
PLTI	PLT	5157	85049	\$ 4.57
PREAL	Prealbumin	8775	84134	\$ 17.04
PREG	HCG Serum, Qualitative	5208	84703	\$ 8.78
PRGST	Progesterone	8571	84144	\$ 24.38
PRLC	Prolactin	8212	84146	\$ 19.82
PROCF	Protein C, Functional	9715	85303	\$ 91.80

11/5/2014

Contractor Initials           Date 2/24/15

Exhibit B-1

Concord Hospital Laboratory  
Fee Schedule SFY15+SY16+SFY17

TESTCODE	TEST DESCRIPTION	SIM	CPT	SFY15-SFY17
PROLX	Prolixin (fluphenazine)	9658	84022	\$ 61.32
PROSF	Protein S, Functional	9716	85306	\$ 24.68
PROZC	Fluoxetine and Norfluoxetine, Serum	9569	80299x2	\$ 20.02
PSA-P	PSA, Prognostic	8526	84153	\$ 16.96
PSA-S	PSA, Screening	7401	G0103	\$ 16.96
PTINR	PT/INR	5159	85610	\$ 4.59
QUETI	Quetiapine(Seroquel)	9563	80299	\$ 124.30
RENAL	Renal Function Panel	7419	80069	\$ 10.14
RETIC	Retic (Automated)	5158	85045	\$ 4.68
RF	Rheumatoid Factor	1490	86430	\$ 6.63
RFT	RF Titer	1491	86431	\$ 6.63
RH	Rh Typing	3070	86901	\$ 3.49
RISPE	Risperidone	9857	80299	\$ 100.00
RPR	RPR	1500	86592	\$ 4.99
RPRT	RPR Titer	1501	86593	\$ 5.14
RUBEL	Rubella Immune Status	1510	86762	\$ 16.32
RUBEO	Rubeola Immune Status	1512	86765	\$ 15.07
RUBLG	Rubella Antibody IgG	9692	86762	\$ 16.83
SAL	Salicylate	8301	80196	\$ 8.18
SCLER	Scleroderma(Sci-70)Ab	9081	86235	\$ 20.96
ESRA	Sedimentation Rate, Automated	5152	85652	\$ 3.16
SERTR	Sertraline(Zoloft)	9693	80299	\$ 60.98
SGIAR	Giardia	1531	87269	\$ 13.39
SMMAB	Smooth Muscle Antibody	9078	83516	\$ 13.39
SPUTM	Culture, Sputum	4530	87070	\$ 10.07
STRAG	Strep Group A Antigen	4249	87880	\$ 10.20
STRPA	Strep Group A Culture	4605	87081	\$ 6.74
T3	Total T3	8514	84480	\$ 14.50
T4	Thyroxine,Total(T4)	8510	84436	\$ 6.74
TBIL	Total Bilirubin	7210	82247	\$ 5.87
TEST	Testosterone	8570	84403	\$ 30.17
TESTF	Testosterone,Free,Serum	9405	84402	\$ 28.42
THEO	Theophylline	8308	80198	\$ 16.54
THIOT	Thiothixene(Navane)	9541	80299	\$ 32.51
THROT	Culture, Throat	4600	87070	\$ 10.07
TIAGB	Tiagabine(Gabitril)	9608	80299	\$ 75.88
TOPIR	Topiramate	9868	80201	\$ 39.48
TP	Total Protein	7370	84155	\$ 4.18
TPOAB	Thyroid Peroxidase Ab	9085	86376	\$ 17.00
TRAZA	Trazodone, Serum	9758	80299	\$ 51.00
TRIG	Triglycerides	7125	84478	\$ 6.72
TRILE	Oxcarbazepine Metabolite	9569	80299	\$ 24.64
TROP	Troponin I	8622	84484	\$ 11.51
TRSFN	Transferrin	9755	84466	\$ 14.92
TSH	TSH	8503	84443	\$ 14.43
TSIMG	Thyroid Stimulating Imm.	9203	84445	\$ 59.43

Contractor Initials *MS*  
Date 2/24/15 5

Exhibit B-1

Concord Hospital Laboratory  
Fee Schedule SFY15+SY16+SFY17

TESTCODE	TEST DESCRIPTION	SIM	CPT	SFY15-SFY17
TU	T3 Uptake	8501	84479	\$ 6.74
UAB	Urinalysis, Reflex	6001	81001	\$ 3.70
UALC	Alcohol, Urine	8327	80101	\$ 14.79
UAMP	Amphetamines	8323	80101	\$ 16.10
UAMYC	Timed Ux Amylase	7560	82150	\$ 7.58
UAMYR	Ux Amylase,Random	7550	82150	\$ 7.58
UBARB	Barbiturates	8326	80101	\$ 16.10
UBENZ	Benzodiazepines	8321	80101	\$ 16.10
UBIL	Bilirubin	6006	81003	\$ 2.08
UBLD	Occult Blood	6007	81003	\$ 2.08
UCAC	24hr Ux Calcium	7700	82340	\$ 7.05
UCCLR	Creatinine Clearance	7600	82575	\$ 2.57
UCLC	24hr Ux Chloride	7540	82436	\$ 5.88
UCOC	Cocaine	8322	80101	\$ 35.53
UCRE	Creatinine, Ux Ran	7474	82570	\$ 3.16
UCREC	24hr Ux Creatinine	7570	82570	\$ 8.47
UDIP	Urinalysis, Dipstick Only	6016	81003	\$ 2.25
UGLU	Glucose	6004	81003	\$ 2.08
UHCG	HCG Urine, Qualitative	5203	81025	\$ 7.40
UIBC	IBC, Unconjugated	8548	83550	\$ 10.22
UKC	24hr UX Potassium	7529	84133	\$ 5.03
UKET	Ketones	6005	81003	\$ 2.08
UMALC	Ux Microalbumin, Timed	7705	82043	\$ 6.32
UMET	Methamphetamines	9999	80101	\$ 10.71
UMIC	Urine Microscopic	6010	81015	\$ 3.55
UMTD	Methadone	8446	80101	\$ 10.71
UNAC	24hr Ux Sodium	7528	84300	\$ 5.68
UOPI	Opiates, Urine	8325	80101	\$ 34.17
UOS24	Osmolality,Ux,24 Hr	7785	83935	\$ 7.97
UOXY	Oxycodone	8360	80101	\$ 10.71
UPCP	Phencyclidine(PCP)	8320	80101	\$ 16.10
URIC	Uric Acid	7350	84550	\$ 5.28
URINE	Urine Culture	4900	87086	\$ 7.50
UTHC	Cannabinoids(THC)	8324	80101	\$ 16.10
UTPC	24hr Ux Protein	7670	84156	\$ 4.18
UUNC	24hr Ux Urea Nitrogen	7541	84540	\$ 5.55
UURO	Urobilinogen	6009	81003	\$ 2.08
UVOL	Total Volume(mL)	8995	81050	\$ 3.50
UXCAR	Ux Calcium,Random	7775	82340	\$ 7.05
UXCLR	Ux Chloride,Random	7540	82436	\$ 4.90
UXCRE	Ux Creatinine,Random	7735	82570	\$ 6.05
UXKR	Ux Potassium,Random	7529	84133	\$ 4.90
UXNAR	Ux Sodium,Random	7528	84300	\$ 5.68
UXOSM	Ux,Osmolality,Random	7630	83935	\$ 7.97
UXTOX	Urine Toxicology Screen	8400	80104	\$ 20.40
UXTPR	Ux Protein,Random	7725	84156	\$ 4.18

Exhibit B-1

Concord Hospital Laboratory  
Fee Schedule SFY15+SY16+SFY17

TESTCODE	TEST DESCRIPTION	SIM	CPT	SFY15-SFY17
UXUNR	Ux Urea Nitrogen,Random	7765	84540	\$ 5.55
VALP	Valproic Acid	8309	80164	\$ 11.64
VENLA	Venlafaxine and Metabolite	9527	80299	\$ 275.00
VRE	Culture, VRE	4917	87081	\$ 6.74
VZV-M	VZV IgM Antibody	9380	86787	\$ 15.07
VZVIG	Varicella IgG	1540	86787	\$ 15.07
VITD	Vitamin D, 25-OH, total	7232	82306	\$ 15.30
WBC	WBC Only	5156	85048	\$ 2.25
WOUND	Culture, Wound	4935	87070	\$ 10.07
YSTS	Yeast Culture-Skin,Hair,Nail	4239	87101	\$ 9.02
YSTX	Yeast Culture-Not Skin or Blood	4238	87102	\$ 9.81
ZINCQ	Zinc, Plasma	9822	84630	\$ 35.70
<b>Morgue Fees</b>				
	Morgue Use 1 External Autopsy Only	2551		\$ 30.39
	Morgue Use 2 Full Autopsy	2552		\$ 325.79
	Morgue Use 3 Autopsy with Micro	2553		\$ 325.79

\*\*CPT Coding based on 2014 AMA CPT Code book



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**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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*2/24/15*

New Hampshire Department of Health and Human Services  
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**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 GRANTEES 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 grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and 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 grant 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 grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, 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 grantee 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 grantee'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 grantee'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 grant 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 grant, 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 grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 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 grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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.

Contractor Name:

2/24/15  
Date

*Robert P. Steigmeier*  
Name: Robert P Steigmeier  
Title: President + CEO



**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 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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or 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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
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, sub-grants, 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.

Contractor Name:

2/24/15  
Date

Robert P. Steigmeyer  
Name: Robert P. Steigmeyer  
Title: President + CEO



**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 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 proposal (contract), 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 proposal (contract) 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 the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) 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).
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 (contract) 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 (contract), 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 (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) 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.

Contractor Name:

2/24/15  
Date

*Robert P. Steigmeier*  
Name: Robert P Steigmeier  
Title: President + CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- 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;
- 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;
- 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);
- 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;
- 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;
- 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;
- 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;
- 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;
- 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.

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

Exhibit G

Contractor Initials

*MS*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

*2/24/15*

New Hampshire Department of Health and Human Services  
Exhibit G



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 proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

2/24/15  
Date

RM  
Name: Robert P. Steigmeier  
Title: President + CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

RM

Date

2/24/15



**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 contract, 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.

Contractor Name:

2/24/15  
Date

  
Name: Robert P Steigmeier  
Title: President + CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "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.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity 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 Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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 Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*MLL*

*2/24/15*



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) 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 Agreement.
- g. 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.
- h. 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.
- i. Business Associate shall document such disclosures of PHI and information related to such 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.
- j. 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.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) 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.
- l. Within ten (10) 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-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, 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 so long as Business

*MJR*

*2/24/15*



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. 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. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and 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 Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*MM*



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I 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 Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

New Hampshire  
The State

Robert MuzL  
Signature of Authorized Representative

Robert J. MuzL  
Name of Authorized Representative

CEO  
Title of Authorized Representative

3/20/15  
Date

Concord Hospital  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Robert P Steigmeyer  
Name of Authorized Representative

President + CEO  
Title of Authorized Representative

2/24/15  
Date



**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 \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, 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 subaward 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 identifier of the entity (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.

Contractor Name:

2/24/15  
Date

  
Name: Robert P Steigmeier  
Title: President + CEO



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 DUNS number for your entity is: 07-3977399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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

NO  YES

If the answer to #3 above is YES, stop here

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

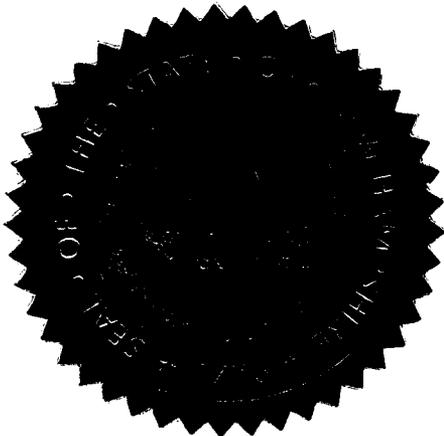
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4<sup>th</sup> day of April A.D. 2014

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE**

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

*The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.*

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President  
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 24<sup>th</sup> day of Feb, 2015.

(Corporate seal)

Mary Boucher  
Secretary

State of NH, County of Merrimack

On this the 24<sup>th</sup> day of February, 2015, before me, Mary Boucher, the undersigned

officer, personally appeared herself, who acknowledged her to be the

secretary of Concord Hospital, a corporation, and that such

secretary being authorized to do so, executed the foregoing instrument for the purposes

therein contained, by signing the name of the corporation by her/himself as Mary Boucher

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)



Christina Decato  
Notary Public/Justice of the Peace

My Commission expires April 18, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2014

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 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).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com  319078-CHS-gener-15-16	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Granite Shield Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Granite Shield Insurance Exchange		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Granite Shield Insurance Exchange														
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY 250 PLEASANT STREET CONCORD, NH 03301														

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-005740285-20                      **REVISION NUMBER:** 1

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GSIE-PRIM-2015-101	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$ 12,000,000
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB DED    RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability		GSIE-PRIM-2015-101	01/01/2015	01/01/2016		SEE ABOVE

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

EVIDENCE OF CURRENT INSURANCE COVERAGE.

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985.

### CERTIFICATE HOLDER

NEW HAMPSHIRE DHHS  
 105 PLEASANT DRIVE  
 CONCORD, NH 03301

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Susan Molloy

*Susan Molloy*

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# Concord Hospital Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.

**Concord Hospital, Inc.  
and Subsidiaries**

**Audited Consolidated Financial Statements**

*Years Ended September 30, 2014 and 2013  
With Independent Auditors' Report*

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2014 and 2013

## CONTENTS

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Audited Consolidated Financial Statements:	
Consolidated Balance Sheets	2
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Consolidated Statements of Changes in Net Assets	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	7

# BAKER NEWMAN NOYES

## INDEPENDENT AUDITORS' REPORT

The Board of Trustees  
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2014 and 2013, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### *Management's Responsibility for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2014 and 2013, 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.

*Baker Newman & Noyes*

Limited Liability Company

Manchester, New Hampshire  
December 8, 2014

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**

September 30, 2014 and 2013

ASSETS  
(In thousands)

	<u>2014</u>	<u>2013</u>
Current assets:		
Cash and cash equivalents	\$ 12,953	\$ 24,006
Investments	12,390	2,384
Accounts receivable, less allowance for doubtful accounts of \$16,339 in 2014 and \$19,695 in 2013	46,896	46,061
Due from affiliates	438	584
Supplies	1,443	1,153
Prepaid expenses and other current assets	<u>5,927</u>	<u>5,983</u>
Total current assets	80,047	80,171
Assets whose use is limited or restricted:		
Board designated	263,225	230,143
Funds held by trustee:		
Workers' compensation reserves and self-insurance escrows	10,499	9,212
Construction fund	-	10,398
Donor-restricted	<u>34,932</u>	<u>32,367</u>
Total assets whose use is limited or restricted	308,656	282,120
Other noncurrent assets:		
Due from affiliates, net of current portion	2,428	2,779
Bond issuance costs and other assets	<u>24,613</u>	<u>18,651</u>
Total other noncurrent assets	27,041	21,430
Property and equipment:		
Land and land improvements	5,370	5,394
Buildings	175,689	166,951
Equipment	214,922	205,283
Construction in progress	<u>10,414</u>	<u>9,286</u>
	406,395	386,914
Less accumulated depreciation	<u>(255,381)</u>	<u>(230,767)</u>
Net property and equipment	<u>151,014</u>	<u>156,147</u>
	<u>\$ 566,758</u>	<u>\$ 539,868</u>

LIABILITIES AND NET ASSETS  
(In thousands)

	<u>2014</u>	<u>2013</u>
Current liabilities:		
Short-term notes payable	\$ 1,912	\$ 1,027
Accounts payable and accrued expenses	20,448	21,822
Accrued compensation and related expenses	25,829	23,293
Accrual for estimated third-party payor settlements	15,033	14,599
Current portion of long-term debt	<u>8,131</u>	<u>7,931</u>
Total current liabilities	71,353	68,672
Long-term debt, net of current portion	103,495	111,781
Accrued pension and other long-term liabilities	<u>78,191</u>	<u>64,102</u>
Total liabilities	253,039	244,555
Net assets:		
Unrestricted	278,787	262,946
Temporarily restricted	15,089	14,127
Permanently restricted	<u>19,843</u>	<u>18,240</u>
Total net assets	313,719	295,313
	<u>\$ 566,758</u>	<u>\$ 539,868</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF OPERATIONS**

Years Ended September 30, 2014 and 2013  
(In thousands)

	<u>2014</u>	<u>2013</u>
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	\$442,951	\$432,232
Provision for doubtful accounts	<u>(32,476)</u>	<u>(31,493)</u>
Net patient service revenue less provision for doubtful accounts	410,475	400,739
Other revenue	23,387	24,140
Disproportionate share revenue	5,099	-
Net assets released from restrictions for operations	<u>1,354</u>	<u>1,886</u>
Total unrestricted revenue and other support	440,315	426,765
Expenses:		
Salaries and wages	186,457	180,716
Employee benefits	48,346	45,644
Supplies and other	76,206	76,347
Purchased services	61,668	59,783
Professional fees	2,670	3,170
Depreciation and amortization	25,397	25,047
Medicaid enhancement tax	16,437	16,541
Interest expense	<u>4,057</u>	<u>4,720</u>
Total expenses	<u>421,238</u>	<u>411,968</u>
Income from operations	19,077	14,797
Nonoperating income (loss):		
Unrestricted gifts and bequests	218	159
Investment income and other	9,923	92
Loss on extinguishment of debt	<u>-</u>	<u>(3,169)</u>
Total nonoperating income (loss)	<u>10,141</u>	<u>(2,918)</u>
Excess of revenues and gains over expenses	<u>\$ 29,218</u>	<u>\$ 11,879</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended September 30, 2014 and 2013  
(In thousands)

	<u>2014</u>	<u>2013</u>
Unrestricted net assets:		
Excess of revenues and gains over expenses	\$ 29,218	\$ 11,879
Net unrealized gains on investments	2,627	22,870
Net transfers from affiliates	312	295
Net assets released from restrictions used for purchases of property and equipment	62	112
Pension adjustment	<u>(16,378)</u>	<u>26,967</u>
Increase in unrestricted net assets	15,841	62,123
Temporarily restricted net assets:		
Restricted contributions and pledges	1,157	1,285
Restricted investment income	984	66
Contributions to affiliates and other community organizations	(146)	(135)
Net unrealized gains on investments	383	2,019
Net assets released from restrictions for operations	(1,354)	(1,886)
Net assets released from restrictions used for purchases of property and equipment	<u>(62)</u>	<u>(112)</u>
Increase in temporarily restricted net assets	962	1,237
Permanently restricted net assets:		
Restricted contributions and pledges	1,211	1,022
Unrealized gains on trusts administered by others	<u>392</u>	<u>466</u>
Increase in permanently restricted net assets	<u>1,603</u>	<u>1,488</u>
Increase in net assets	18,406	64,848
Net assets, beginning of year	<u>295,313</u>	<u>230,465</u>
Net assets, end of year	<u>\$313,719</u>	<u>\$295,313</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended September 30, 2014 and 2013  
(In thousands)

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities:		
Increase in net assets	\$ 18,406	\$ 64,848
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(2,368)	(2,307)
Depreciation and amortization	25,397	25,047
Net realized and unrealized gains on investments	(12,123)	(23,589)
Bond premium amortization	(154)	(202)
Loss on extinguishment of debt	-	3,169
Provision for doubtful accounts	32,476	31,493
Equity in earnings of affiliates, net	(6,121)	(5,835)
(Gain) loss on disposal of property and equipment	(55)	56
Pension adjustment	16,378	(26,967)
Changes in operating assets and liabilities:		
Accounts receivable	(33,311)	(35,940)
Supplies, prepaid expenses and other current assets	(234)	(1,944)
Other assets	(6,279)	(11,973)
Due from affiliates	497	44
Accounts payable and accrued expenses	(1,374)	(414)
Accrued compensation and related expenses	2,536	1,071
Accrual for estimated third-party payor settlements	434	3,257
Accrued pension and other long-term liabilities	<u>(2,289)</u>	<u>8,069</u>
Net cash provided by operating activities	31,816	27,883
Cash flows from investing activities:		
Increase in property and equipment, net	(20,148)	(23,961)
Purchases of investments	(50,714)	(161,265)
Proceeds from sales of investments	26,381	127,222
Equity distributions from affiliates	<u>6,377</u>	<u>6,152</u>
Net cash used by investing activities	(38,104)	(51,852)
Cash flows from financing activities:		
Proceeds from long-term debt	-	81,052
Payments on long-term debt	(7,932)	(67,646)
Change in short-term notes payable	885	326
Bond issuance costs	-	(766)
Restricted contributions and pledges	<u>2,282</u>	<u>2,289</u>
Net cash (used) provided by financing activities	<u>(4,765)</u>	<u>15,255</u>
Net decrease in cash and cash equivalents	(11,053)	(8,714)
Cash and cash equivalents at beginning of year	<u>24,006</u>	<u>32,720</u>
Cash and cash equivalents at end of year	<u>\$ 12,953</u>	<u>\$ 24,006</u>

See accompanying notes.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

### 1. Description of Organization and Summary of Significant Accounting Policies

#### Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Regional Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new Hospital. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, Concord Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2014 and 2013 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities in cooperation with other entities.

CH/DHC, Inc. d/b/a Dartmouth-Hitchcock-Concord (CH/DHC) is a not-for-profit corporation that provides clinical medical services through a multi-specialty group practice. CH/DHC was formed under a joint agreement between the Hospital and DH-Concord.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and CH/DHC. All significant intercompany balances and transactions have been eliminated in consolidation.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Use of Estimates

The preparation of 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 date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The most significant areas which are affected by the use of estimates include the allowance for doubtful accounts and contractual adjustments, estimated third-party payor settlements, and actuarial assumptions used in determining pension expense, health benefit plan expense, workers' compensation costs and malpractice losses.

##### Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The State Street S&P 500 CTF exceeded 10% of investments as of September 30, 2014 and 2013.

##### Cash and Cash Equivalents

Cash and cash equivalents include money market funds and secured repurchase agreements with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

##### Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or market.

##### Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under indenture agreements, workers' compensation reserves, quasi-endowment funds, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

*Investments and Investment Income*

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and gains over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and gains over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

*Beneficial Interest in Perpetual Trusts*

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are unrestricted. The System's interest in the fair value of the trust assets is included in assets whose use is limited. Changes in the fair value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

*Investment Policies*

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

##### Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients represented 87% of self-pay accounts receivable at September 30, 2014 and 2013. The total provision for the allowance for doubtful accounts was \$32,476 and \$31,493 for the years ended September 30, 2014 and 2013, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is reflected within net patient service revenue, net of contractual allowance and discounts, in the accompanying consolidated statements of operations. The System's self-pay bad debt writeoffs increased \$212, from \$32,284 in 2013 to \$32,496 in 2014. The change in bad debt writeoffs was a result of collection trends.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

*Property and Equipment*

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2014 and 2013, depreciation expense was \$25,336 and \$24,859, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. Interest capitalized as part of construction projects was \$23 during 2013. There was no interest capitalized during 2014.

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

*Federal Grant Revenue and Expenditures*

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

*Bond Issuance Costs/Original Issue Discount or Premium*

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are being amortized by the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium is presented as a component of bonds payable.

*Charity Care*

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2014 and 2013 were approximately \$349 and \$607, respectively.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

##### Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2014 and 2013, net patient service revenue in the accompanying consolidated statements of operations increased by approximately \$2,914 and \$1,366, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 27% and 3% and 28% and 3% of the System's net patient service revenue for the years ended September 30, 2014 and 2013, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the System are reported at fair value at the date the promise is received. Conditional promises to give and intentions to give are reported at fair value at the date the condition is met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

##### Excess of Revenues and Gains Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for unrestricted contributions and pledges, the related philanthropy expenses, investment income and loss on extinguishment of debt which are recorded as nonoperating income (loss).

The consolidated statements of operations also include excess of revenues and gains over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and gains over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, the minimum pension liability adjustment and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

##### Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

##### Income Taxes

The Hospital, CRHCDC, CRHVC, CH/DHC and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. With few exceptions, the System is no longer subject to income tax examination by the U.S. federal or state tax authorities for years before 2011.

##### Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$215 and \$184 for the years ended September 30, 2014 and 2013, respectively.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Subsequent Events

Management of the System evaluated events occurring between the end of its fiscal year and December 8, 2014, the date the consolidated financial statements were available to be issued.

#### 2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2014 and 2013, transfers made to CRHC were \$(125) and \$(212), respectively, and transfers received from Capital Region Health Care Services Corporation (CRHCSC) were \$437 and \$507, respectively.

A brief description of affiliated entities is as follows:

- CRHCSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

Amounts due the System, primarily from joint ventures, totaled \$2,866 and \$3,363 at September 30, 2014 and 2013, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables (\$931 and \$968 at September 30, 2014 and 2013, respectively) with principal and interest (6.75% at September 30, 2014) payments due monthly. Interest income amounted to \$64 and \$67 for the years ended September 30, 2014 and 2013, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were \$146 and \$135 in 2014 and 2013, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted**

Investments totaling \$12,390 and \$2,384 at September 30, 2014 and 2013, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	<u>2014</u>	<u>2013</u>
Board designated funds:		
Cash and cash equivalents	\$ 2,598	\$ 2,416
Fixed income securities	38,060	36,488
Marketable equity and other securities	199,507	175,797
Inflation-protected securities	<u>23,060</u>	<u>15,442</u>
	263,225	230,143
Held by trustee for workers' compensation reserves:		
Fixed income securities	3,749	3,629
Health insurance and other escrow funds:		
Cash and cash equivalents	961	863
Fixed income securities	1,259	912
Marketable equity securities	<u>4,530</u>	<u>3,808</u>
	6,750	5,583
Held by trustee for construction fund:		
Cash equivalents	-	10,398
Donor restricted:		
Cash and cash equivalents	3,450	2,635
Fixed income securities	2,946	3,696
Marketable equity securities	15,487	13,961
Inflation-protected securities	1,785	1,290
Trust funds administered by others	11,070	10,678
Other	<u>194</u>	<u>107</u>
	34,932	32,367
	<u>\$308,656</u>	<u>\$282,120</u>

Included in marketable equity and other securities above are \$111,693 and \$80,648 at September 30, 2014 and 2013, respectively, in so called alternative investments. See also note 14.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted (Continued)**

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	<u>2014</u>	<u>2013</u>
Unrestricted:		
Interest and dividends	\$ 3,173	\$ 2,936
Investment income from trust funds administered by others	533	496
Net realized gains (losses) on sales of investments	<u>7,987</u>	<u>(1,632)</u>
	11,693	1,800
Restricted:		
Interest and dividends	250	200
Net realized gains (losses) on sales of investments	<u>734</u>	<u>(134)</u>
	<u>984</u>	<u>66</u>
	<u>\$12,677</u>	<u>\$ 1,866</u>
Other changes in net assets:		
Net unrealized gains on investments:		
Unrestricted	\$ 2,627	\$22,870
Temporarily restricted	383	2,019
Permanently restricted	<u>392</u>	<u>466</u>
	<u>\$ 3,402</u>	<u>\$25,355</u>

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$1,693 and \$1,550 in 2014 and 2013, respectively.

Investment management fees expensed and reflected in nonoperating income were \$884 and \$736 for the years ended September 30, 2014 and 2013, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted (Continued)**

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2014 and 2013:

	<u>Less Than 12 Months</u>		<u>12 Months or Longer</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
<u>2014</u>						
Marketable equity securities	\$ 1,188	\$ (142)	\$34,834	\$ (1,687)	\$36,022	\$ (1,829)
Fund-of-funds	<u>17,772</u>	<u>(1,191)</u>	<u>16,417</u>	<u>(1,370)</u>	<u>34,189</u>	<u>(2,561)</u>
	<u>\$18,960</u>	<u>\$ (1,333)</u>	<u>\$51,251</u>	<u>\$ (3,057)</u>	<u>\$70,211</u>	<u>\$ (4,390)</u>
<u>2013</u>						
Marketable equity securities	\$41,047	\$ (882)	\$ 47	\$ (19)	\$41,094	\$ (901)
REIT	108	(3)	-	-	108	(3)
Fund-of-funds	<u>7,344</u>	<u>(658)</u>	<u>8,800</u>	<u>(981)</u>	<u>16,144</u>	<u>(1,639)</u>
	<u>\$48,499</u>	<u>\$ (1,543)</u>	<u>\$ 8,847</u>	<u>\$ (1,000)</u>	<u>\$57,346</u>	<u>\$ (2,543)</u>

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes that unrealized losses related to securities that have suffered an other-than-temporary decline in value are not material to these consolidated financial statements.

**4. Defined Benefit Pension Plan**

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan is a cash balance plan that provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

The following table summarizes the Plan's funded status at September 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Pension benefits:		
Fair value of plan assets	\$ 151,055	\$ 131,706
Projected benefit obligation	<u>(199,121)</u>	<u>(172,761)</u>
	<u>\$ (48,066)</u>	<u>\$ (41,055)</u>
Activities for the year consist of:		
Benefit payments and administrative expenses	\$ 7,556	\$ 9,356
Net periodic benefit cost	9,333	10,923

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	<u>2014</u>	<u>2013</u>
Change in benefit obligation:		
Benefit obligation at beginning of year	\$172,761	\$186,897
Service cost	8,447	8,711
Interest cost	9,052	7,940
Actuarial loss (gain)	16,417	(21,431)
Benefit payments and administrative expenses paid	<u>(7,556)</u>	<u>(9,356)</u>
Benefit obligation at end of year	<u>\$199,121</u>	<u>\$172,761</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$131,706	\$117,798
Actual return on plan assets	8,205	11,264
Employer contributions	18,700	12,000
Benefit payments and administrative expenses paid	<u>(7,556)</u>	<u>(9,356)</u>
Fair value of plan assets at end of year	<u>\$151,055</u>	<u>\$131,706</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$ (48,066)</u>	<u>\$ (41,055)</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2014 and 2013 consist of:

	<u>2014</u>	<u>2013</u>
Net actuarial loss (gain)	\$ 19,115	\$ (22,539)
Net amortized loss	(2,770)	(4,492)
Prior service credit amortization	<u>33</u>	<u>64</u>
 Total amount recognized	 <u>\$ 16,378</u>	 <u>\$ (26,967)</u>

Pension Plan Assets

The fair values of the System's pension plan assets and target allocations as of September 30, 2014 and 2013, by asset category are as follows (see Note 14 for level definitions):

	Target Allo- cation <u>2014</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>	Percentage of Plan Assets September 30, <u>2014</u>
Short-term investments:	0 – 20%					13%
Money market funds		\$ 19,389	\$ –	\$ –	\$ 19,389	
Equity securities:	40 – 80%					58%
Common stocks		8,040	–	–	8,040	
Mutual funds – international		13,288	–	–	13,288	
Common collective trust		–	24,154	–	24,154	
Funds-of-funds		–	3,831	37,393	41,224	
Fixed income securities:	5 – 80%					21%
Mutual funds – REIT		685	–	–	685	
Mutual funds – fixed income		27,054	–	–	27,054	
Funds-of-funds		–	–	4,545	4,545	
Hedge funds:	0 – 30%					8%
Inflation hedge		<u>–</u>	<u>12,676</u>	<u>–</u>	<u>12,676</u>	
		<u>\$ 68,456</u>	<u>\$ 40,661</u>	<u>\$ 41,938</u>	<u>\$ 151,055</u>	

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

	Target Allo- cation <u>2013</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>	Percentage of Plan Assets September 30, <u>2013</u>
Short-term investments:	0 – 5%					7%
Money market funds		\$ 9,186	\$ –	\$ –	\$ 9,186	
Equity securities:	40 – 70%					71%
Common stocks		6,960	–	–	6,960	
Mutual funds – international		36,542	–	–	36,542	
Common collective trust		–	20,170	–	20,170	
Funds-of-funds		–	3,672	26,582	30,254	
Fixed income securities:	10 – 60%					13%
Mutual funds – REIT		545	–	–	545	
Mutual funds – fixed income		11,529	–	–	11,529	
Funds-of-funds		–	–	4,568	4,568	
Hedge funds:	0 – 20%					9%
Inflation hedge		–	11,952	–	11,952	
		<u>\$64,762</u>	<u>\$35,794</u>	<u>\$31,150</u>	<u>\$131,706</u>	

The funds-of-funds are invested with seven investment managers and have various restrictions on redemptions. Five of the managers holding amounts totaling approximately \$31 million at September 30, 2014 allow for monthly redemptions, with notices ranging from 5 to 15 days. Two managers holding amounts totaling approximately \$15 million at September 30, 2014 allow for quarterly redemptions, with a notice of 45 or 65 days. Two of the funds also require a one-year lock on initial deposit of funds. One fund also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (maximum of 1.5%).

The table below sets forth a summary of changes in plan assets using unobservable inputs (Level 3):

	<u>2014</u>	<u>2013</u>
Balance, beginning of year	\$31,150	\$33,772
Unrealized gains (losses) related to instruments still held at the reporting date	2,015	(566)
Purchases	8,984	4,000
Sales	<u>(211)</u>	<u>(6,056)</u>
Balance, end of year	<u>\$41,938</u>	<u>\$31,150</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

Amounts included in expense during fiscal 2014 and 2013 consist of:

	<u>2014</u>	<u>2013</u>
Components of net periodic benefit cost:		
Service cost	\$ 8,447	\$ 8,711
Interest cost	9,052	7,940
Expected return on plan assets	(10,903)	(10,156)
Amortization of prior service cost and gains and losses	<u>2,737</u>	<u>4,428</u>
Net periodic benefit cost	<u>\$ 9,333</u>	<u>\$ 10,923</u>

The accumulated benefit obligations for the plan at September 30, 2014 and 2013 were \$187,040 and \$161,290, respectively.

	<u>2014</u>	<u>2013</u>
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.78%	5.38%
Rate of compensation increase	2.00	2.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	5.38%	4.40%
Expected return on plan assets	8.00	8.00
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.00	2.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2015 are as follows:

Actuarial loss	\$ 4,100
Prior service credit	<u>(33)</u>
	<u>\$ 4,067</u>

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$12,000 in cash contributions to the plan for the 2015 plan year.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

<u>Year Ended September 30</u>	<u>Pension Benefits</u>
2015	\$ 10,359
2016	11,426
2017	13,556
2018	14,132
2019	15,106
2020 – 2024	89,267

**5. Estimated Third-Party Payor Settlements**

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

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee screen basis.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

#### 5. Estimated Third-Party Payor Settlements (Continued)

##### Disproportionate Share Payments and Medicaid Enhancement Tax

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.5% of net patient service revenues, with certain exclusions. The amount of tax incurred by the System for fiscal 2014 and 2013 was \$16,437 and \$16,541, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. In addition, as part of the State of New Hampshire's biennial budget process for the two-year period ended June 30, 2013, the State eliminated disproportionate share payments to certain New Hampshire hospitals, including the System. For the year ended June 30, 2014, the State of New Hampshire restored a portion of disproportionate share funding, and the System received \$5,099 in disproportionate share payments which are recorded within unrestricted revenue and other support.

During 2014, the Centers for Medicare and Medicaid Services (CMS) began an audit of the State's program and the disproportionate share payments made by the State in 2011, the first year that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. At the date of these consolidated financial statements, CMS's audit was still in process, and the System has received no indication of adjustments, if any, that may be made to disproportionate share payments received in prior years. As such, no amounts have been reflected in the accompanying consolidated financial statements related to this contingency.

The System amended certain past MET returns based upon further guidance which provided that certain exclusions can be deducted from net patient service revenues. During 2014, the State completed an initial audit of those amended returns. The outcome of the amended returns and related audits is uncertain at the date of these consolidated financial statements, and no amounts have been reflected in these consolidated financial statements related to those matters.

##### Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee screen basis.

##### Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, and prospectively determined rates.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

**5. Estimated Third-Party Payor Settlements (Continued)**

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2010 for Medicare and Medicaid.

**6. Long-Term Debt and Notes Payable**

Long-term debt consists of the following at September 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
2.0% to 5.0% New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$3,429 in 2014 and \$3,550 in 2013	\$ 46,714	\$ 47,860
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from \$1,860 to \$3,977 through 2024	27,550	31,011
1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from \$2,737 to \$5,201 through 2026, including unamortized original issue premium of \$233 in 2014 and \$252 in 2013	<u>37,362</u>	<u>40,841</u>
	111,626	119,712
Less current portion	<u>(8,131)</u>	<u>(7,931)</u>
	<u>\$103,495</u>	<u>\$111,781</u>

In February 2013, \$48,631 (including an original issue premium of \$3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities. As a result of the advance refunding, the unamortized bond issuance costs and original issue discount related to the Series 2001 NHHEFA Hospital Revenue Bonds were included in loss on extinguishment of debt and totaled \$1,483 for the year ended September 30, 2013. As of September 30, 2013, none of the Series 2001 advance refunded bonds remained outstanding.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

#### 6. Long-Term Debt and Notes Payable (Continued)

In April 2013, \$32,421 of NHHEFA Revenue Bonds, Concord Hospital Issues, Series 2013B, were issued to advance refund the Series 2004 NHHEFA Hospital Revenue Bonds. As a result of the bond refinancing, the unamortized bond issuance costs and original issue premium related to the Series 2004 NHHEFA Hospital Revenue Bonds were included on loss on extinguishment of debt and totaled \$1,686 for the year ended September 30, 2013. As of September 30, 2013, \$31,800 of advance refunded bonds, which were considered extinguished for purposes of these consolidated financial statements, remained outstanding. These were redeemed in full during 2014.

In March 2011, \$49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment. The project began during fiscal year 2011 and was completed in fiscal year 2012.

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2014 and 2013.

The obligations of the Hospital under the Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to \$4,138 and \$4,892 for the years ended September 30, 2014 and 2013, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 are as follows:

2015	\$ 8,131
2016	8,337
2017	8,570
2018	8,822
2019	9,061
Thereafter	<u>65,043</u>
	<u>\$107,964</u>

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

#### 7. Commitments and Contingencies

##### Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintained excess professional and general liability insurance policies to cover claims in excess of liability retention levels. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves have been determined by actuarial consultants and total \$3,908 and \$4,692 at September 30, 2014 and 2013, respectively, and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2014, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required loss accruals. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. The System's interest in the captive represents approximately 28% of the captive. Control of the captive is equally shared by participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately \$420 and \$1,335 at September 30, 2014 and 2013, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations.

In accordance with Accounting Standards Update No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2014 and 2013, the Hospital recorded a liability of approximately \$19,750 and \$12,900, respectively, related to estimated professional liability losses. At September 30, 2014 and 2013, the Hospital also recorded a receivable of \$19,750 and \$12,900, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities, and bond issuance costs and other assets, respectively, on the consolidated balance sheets.

##### Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,526 and \$2,456 at September 30, 2014 and 2013, respectively, have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

#### 7. Commitments and Contingencies (Continued)

##### Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

##### Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of \$440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2014 and 2013, have been recorded as a liability of \$4,508 and \$5,034, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

##### Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2013 are as follows:

Year Ending September 30:	
2015	\$ 4,476
2016	4,356
2017	3,775
2018	3,339
2019	3,246
Thereafter	<u>18,243</u>
	<u>\$37,435</u>

Rent expense was \$8,156 and \$8,456 for the years ended September 30, 2014 and 2013, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

**8. Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at September 30:

	<u>2014</u>	<u>2013</u>
Health education and program services	\$ 13,604	\$ 12,821
Capital acquisitions	1,195	1,053
Indigent care	188	181
For periods after September 30 of each year	<u>102</u>	<u>72</u>
	<u>\$ 15,089</u>	<u>\$ 14,127</u>

Income on the following permanently restricted net asset funds is available for the following purposes at September 30:

	<u>2014</u>	<u>2013</u>
Health education and program services	\$ 17,088	\$ 15,513
Capital acquisitions	803	803
Indigent care	1,810	1,810
For periods after September 30 of each year	<u>142</u>	<u>114</u>
	<u>\$ 19,843</u>	<u>\$ 18,240</u>

**9. Patient Service and Other Revenue**

Net patient service revenue for the years ended September 30 is as follows:

	<u>2014</u>	<u>2013</u>
Gross patient service charges:		
Inpatient services	\$ 400,259	\$ 393,992
Outpatient services	515,503	469,048
Physician services	134,699	125,705
Less charitable services	<u>(38,119)</u>	<u>(33,903)</u>
	1,012,342	954,842
Less contractual allowances and discounts:		
Medicare	348,110	313,177
Medicaid	69,545	68,347
Other	<u>181,548</u>	<u>170,770</u>
	<u>599,203</u>	<u>552,294</u>
Total Hospital net patient service revenue (net of contractual allowances and discounts)	413,139	402,548
Other entities	<u>29,812</u>	<u>29,684</u>
	<u>\$ 442,951</u>	<u>\$ 432,232</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

**9. Patient Service and Other Revenue (Continued)**

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2014 and 2013 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2014 and 2013.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
<u>2014</u>				
Private payors (includes coinsurance and deductibles)	\$ 426,874	\$(181,548)	\$ (9,337)	\$235,989
Medicaid	85,624	(69,545)	(1,049)	15,030
Medicare	467,071	(348,110)	(1,869)	117,092
Self-pay	<u>32,773</u>	<u>—</u>	<u>(19,465)</u>	<u>13,308</u>
	<u>\$1,012,342</u>	<u>\$(599,203)</u>	<u>\$(31,720)</u>	<u>\$381,419</u>
<u>2013</u>				
Private payors (includes coinsurance and deductibles)	\$ 413,913	\$(170,770)	\$ (9,270)	\$233,873
Medicaid	79,936	(68,347)	—	11,589
Medicare	429,908	(313,177)	(1,948)	114,783
Self-pay	<u>31,085</u>	<u>—</u>	<u>(19,660)</u>	<u>11,425</u>
	<u>\$ 954,842</u>	<u>\$(552,294)</u>	<u>\$(30,878)</u>	<u>\$371,670</u>

Electronic Health Records Incentive Payments

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. Revenue totaling \$2,196 and \$3,719 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2014 and 2013, respectively. In addition, a receivable amount of \$674 and \$1,616 was recorded within prepaid expenses and other current assets at September 30, 2014 and 2013, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

**10. Functional Expenses**

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	<u>2014</u>	<u>2013</u>
Health care services	\$313,042	\$306,213
General and administrative	62,305	59,447
Depreciation and amortization	25,397	25,047
Medicaid enhancement tax	16,437	16,541
Interest expense	<u>4,057</u>	<u>4,720</u>
	<u>\$421,238</u>	<u>\$411,968</u>

Fundraising related expenses were \$751 and \$690 for the years ended September 30, 2014 and 2013, respectively.

**11. Charity Care and Community Benefits (Unaudited)**

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The cost of all such benefits provided is as follows for the years ended September 30:

	<u>2014</u>	<u>2013</u>
Community health services	\$ 2,721	\$ 2,627
Health professions education	3,814	4,141
Subsidized health services	27,911	23,938
Research	89	89
Financial contributions	948	1,061
Community building activities	53	45
Community benefit operations	96	49
Charity care costs (see Note 1)	<u>16,666</u>	<u>13,304</u>
	<u>\$52,298</u>	<u>\$45,254</u>

In addition, the Hospital incurred costs for services to Medicare and Medicaid patients in excess of the payment from these programs of \$70,152 and \$51,171 in 2014 and 2013, respectively.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

#### 12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	<u>2014</u>	<u>2013</u>
Patients	14%	18%
Medicare	35	37
Anthem Blue Cross	14	12
Cigna	6	5
Medicaid	11	10
Commercial	19	17
Workers' compensation	<u>1</u>	<u>1</u>
	<u>100%</u>	<u>100%</u>

#### 13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 37,300 in 2014 and 36,500 in 2013. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

#### 14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

**14. Fair Value Measurements (Continued)**

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2014</u>				
Cash and cash equivalents	\$ 32,352	\$ –	\$ –	\$ 32,352
Fixed income securities	46,014	–	–	46,014
Marketable equity and other securities	55,964	51,867	111,693	219,524
Inflation-protected securities and other	14,159	10,880	–	25,039
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>11,070</u>	<u>11,070</u>
	<u>\$148,489</u>	<u>\$62,747</u>	<u>\$122,763</u>	<u>\$333,999</u>
<u>2013</u>				
Cash and cash equivalents	\$ 42,702	\$ –	\$ –	\$ 42,702
Fixed income securities	44,725	–	–	44,725
Marketable equity and other securities	69,597	43,321	80,648	193,566
Inflation-protected securities and other	11,898	4,941	–	16,839
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,678</u>	<u>10,678</u>
	<u>\$168,922</u>	<u>\$48,262</u>	<u>\$ 91,326</u>	<u>\$308,510</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

**14. Fair Value Measurements (Continued)**

The System's Level 3 investments consist of so called alternative investments and trust funds administered by others. The alternative investments consist primarily of interests in limited partnership funds that are not publicly traded. The fair value measurement is based on significant unobservable inputs.

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

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2014 and 2013:

	<u>Trust Funds Administered by Others</u>	<u>Alternative Investments</u>
Balance at September 30, 2012	\$ 10,212	\$ 69,967
Purchases	–	10,900
Sales	–	(13,167)
Net realized and unrealized gains	<u>466</u>	<u>12,948</u>
Balance at September 30, 2013	10,678	80,648
Purchases	–	27,468
Sales	–	(467)
Net realized and unrealized gains	<u>392</u>	<u>4,044</u>
Balance at September 30, 2014	<u>\$11,070</u>	<u>\$111,693</u>

In accordance with ASU 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, the table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2014:				
Funds-of-funds	\$ 61,418	\$ –	Monthly	5 – 15 days
Funds-of-funds	50,275	–	Quarterly	45 – 90 days*
September 30, 2013:				
Funds-of-funds	\$ 42,265	\$ –	Monthly	5 – 15 days
Funds-of-funds	38,383	–	Quarterly	45 – 65 days

\* \$9 million subject to a one year lock-up period.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

#### 14. Fair Value Measurements (Continued)

##### Investment Strategies

##### Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

##### Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified as Level 2 or 3, depending on the nature of the underlying assets and valuation methodologies used as reported by the fund managers.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

##### Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

#### 14. Fair Value Measurements (Continued)

##### Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to \$111,626 and \$132,106, respectively, at September 30, 2014, and \$119,712 and \$129,976, respectively, at September 30, 2013.

**Concord Hospital, Inc.  
and Subsidiaries**

Audited Consolidated Financial Statements

*Years Ended September 30, 2013 and 2012  
With Independent Auditors' Report*

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2013 and 2012

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**INDEPENDENT AUDITORS' REPORT**

The Board of Trustees  
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2013 and 2012, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

*Management's Responsibility for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

*Auditors' Responsibility*

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

*Opinion*

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2013 and 2012, 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.

*Baker Newman & Noyes*

Limited Liability Company

Manchester, New Hampshire  
December 9, 2013

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

CONSOLIDATED BALANCE SHEETS

September 30, 2013 and 2012

ASSETS  
(In thousands)

	<u>2013</u>	<u>2012</u>
Current assets:		
Cash and cash equivalents	\$ 24,006	\$ 32,720
Investments	2,384	14,382
Accounts receivable, less allowance for doubtful accounts of \$19,695 in 2013 and \$17,995 in 2012	46,061	41,614
Due from affiliates	584	240
Supplies	1,153	740
Prepaid expenses and other current assets	<u>5,983</u>	<u>4,452</u>
Total current assets	80,171	94,148
Assets whose use is limited or restricted:		
Board designated	230,143	174,864
Funds held by trustee:		
Workers' compensation reserves and self-insurance escrows	9,212	7,966
Construction fund	10,398	-
Donor-restricted	<u>32,367</u>	<u>29,642</u>
Total assets whose use is limited or restricted	282,120	212,472
Other noncurrent assets:		
Due from affiliates, net of current portion	2,779	3,167
Bond issuance costs and other assets	<u>18,651</u>	<u>10,311</u>
Total other noncurrent assets	21,430	13,478
Property and equipment:		
Land and land improvements	5,394	5,383
Buildings	166,951	157,893
Equipment	205,283	192,633
Construction in progress	<u>9,286</u>	<u>14,000</u>
	386,914	369,909
Less accumulated depreciation	<u>(230,767)</u>	<u>(212,808)</u>
Net property and equipment	<u>156,147</u>	<u>157,101</u>
	<u>\$ 539,868</u>	<u>\$ 477,199</u>

LIABILITIES AND NET ASSETS

(In thousands)

	<u>2013</u>	<u>2012</u>
Current liabilities:		
Short-term notes payable	\$ 1,027	\$ 701
Accounts payable and accrued expenses	21,822	22,236
Accrued compensation and related expenses	23,293	22,222
Accrual for estimated third-party payor settlements	14,599	11,342
Current portion of long-term debt	<u>7,931</u>	<u>9,721</u>
Total current liabilities	68,672	66,222
Long-term debt, net of current portion	111,781	97,512
Accrued pension and other long-term liabilities	<u>64,102</u>	<u>83,000</u>
Total liabilities	244,555	246,734
Net assets:		
Unrestricted	262,946	200,823
Temporarily restricted	14,127	12,890
Permanently restricted	<u>18,240</u>	<u>16,752</u>
Total net assets	295,313	230,465
	<u>\$ 539,868</u>	<u>\$ 477,199</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF OPERATIONS**Years Ended September 30, 2013 and 2012  
(In thousands)

	<u>2013</u>	<u>2012</u>
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	\$432,232	\$409,261
Provision for doubtful accounts	<u>(31,493)</u>	<u>(26,251)</u>
Net patient service revenue less provision for doubtful accounts	400,739	383,010
Other revenue	24,140	25,413
Net assets released from restrictions for operations	<u>1,886</u>	<u>1,973</u>
Total unrestricted revenue and other support	426,765	410,396
Expenses:		
Salaries and wages	180,716	173,024
Employee benefits	45,644	43,943
Supplies and other	76,347	71,989
Purchased services	59,783	59,057
Professional fees	3,170	2,629
Depreciation and amortization	25,047	24,595
Medicaid enhancement tax	16,541	16,175
Interest expense	<u>4,720</u>	<u>4,918</u>
Total expenses	<u>411,968</u>	<u>396,330</u>
Income from operations	14,797	14,066
Nonoperating (loss) income:		
Unrestricted gifts and bequests	159	3,984
Investment income and other	92	2,079
Loss on extinguishment of debt	<u>(3,169)</u>	<u>—</u>
Total nonoperating (loss) income	<u>(2,918)</u>	<u>6,063</u>
Excess of revenues and gains over expenses	<u>\$ 11,879</u>	<u>\$ 20,129</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended September 30, 2013 and 2012

(In thousands)

	<u>2013</u>	<u>2012</u>
Unrestricted net assets:		
Excess of revenues and gains over expenses	\$ 11,879	\$ 20,129
Net unrealized gains on investments	22,870	16,891
Net transfers from affiliates	295	258
Net assets released from restrictions used for purchases of property and equipment	112	503
Pension adjustment	<u>26,967</u>	<u>(15,369)</u>
Increase in unrestricted net assets	62,123	22,412
Temporarily restricted net assets:		
Restricted contributions and pledges	1,285	1,346
Restricted investment income	66	336
Contributions to affiliates and other community organizations	(135)	(123)
Net unrealized gains on investments	2,019	1,715
Net assets released from restrictions for operations	(1,886)	(1,973)
Net assets released from restrictions used for purchases of property and equipment	<u>(112)</u>	<u>(503)</u>
Increase in temporarily restricted net assets	1,237	798
Permanently restricted net assets:		
Restricted contributions and pledges	1,022	129
Unrealized gains on trusts administered by others	<u>466</u>	<u>898</u>
Increase in permanently restricted net assets	<u>1,488</u>	<u>1,027</u>
Increase in net assets	64,848	24,237
Net assets, beginning of year	<u>230,465</u>	<u>206,228</u>
Net assets, end of year	<u>\$295,313</u>	<u>\$230,465</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended September 30, 2013 and 2012  
(In thousands)

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities:		
Increase in net assets	\$ 64,848	\$ 24,237
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(2,307)	(1,475)
Depreciation and amortization	25,047	24,595
Net realized and unrealized gains on investments	(23,589)	(20,623)
Bond discount/premium amortization	(202)	(209)
Loss on extinguishment of debt	3,169	-
Provision for doubtful accounts	31,493	26,251
Equity in earnings of affiliates, net	(5,835)	(5,987)
Loss on disposal of property and equipment	56	321
Pension adjustment	(26,967)	15,369
Changes in operating assets and liabilities:		
Accounts receivable	(35,940)	(24,721)
Supplies and prepaid expenses	(1,944)	(179)
Other assets	(11,973)	(3,339)
Due from affiliates	44	515
Accounts payable and accrued expenses	(414)	(538)
Accrued compensation and related expenses	1,071	1,773
Accrual for estimated third-party payor settlements	3,257	2,831
Accrued pension and other long-term liabilities	<u>8,069</u>	<u>(1,137)</u>
Net cash provided by operating activities	27,883	37,684
Cash flows from investing activities:		
Increase in property and equipment, net	(23,961)	(23,559)
Purchases of investments	(161,265)	(84,651)
Proceeds from sales of investments	127,222	96,910
Equity distributions from affiliates	<u>6,152</u>	<u>6,456</u>
Net cash used by investing activities	(51,852)	(4,844)
Cash flows from financing activities:		
Proceeds from long-term debt	81,052	-
Payments on long-term debt	(67,646)	(9,755)
Change in short-term notes payable	326	(243)
Bond issuance costs	(766)	-
Restricted contributions and pledges	<u>2,289</u>	<u>1,429</u>
Net cash provided (used) by financing activities	<u>15,255</u>	<u>(8,569)</u>
Net (decrease) increase in cash and cash equivalents	(8,714)	24,271
Cash and cash equivalents at beginning of year	<u>32,720</u>	<u>8,449</u>
Cash and cash equivalents at end of year	<u>\$ 24,006</u>	<u>\$ 32,720</u>

See accompanying notes.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies

##### Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Regional Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new Hospital. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, Concord Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2013 and 2012 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities in cooperation with other entities.

CH/DHC, Inc. d/b/a Dartmouth-Hitchcock-Concord (CH/DHC) is a not-for-profit corporation that provides clinical medical services through a multi-specialty group practice. CH/DHC was formed under a joint agreement between the Hospital and DH-Concord.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and CH/DHC. All significant intercompany balances and transactions have been eliminated in consolidation.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Use of Estimates

The preparation of 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 date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The most significant areas which are affected by the use of estimates include the allowance for doubtful accounts and contractual adjustments, estimated third-party payor settlements, and actuarial assumptions used in determining pension expense, health benefit plan expense, workers' compensation costs and malpractice losses.

##### Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Harbor Funds International Fund and the State Street S&P 500 CTF as of September 30, 2013 and 2012.

##### Cash and Cash Equivalents

Cash and cash equivalents include money market funds and secured repurchase agreements with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

##### Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or market.

##### Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under indenture agreements, workers' compensation reserves, quasi-endowment funds, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012  
(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and gains over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and gains over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

##### Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are unrestricted. The System's interest in the fair value of the trust assets is included in assets whose use is limited. Changes in the fair value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

##### Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

#### Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients decreased from 88% of self-pay accounts receivable at September 30, 2012 to 87% of self-pay accounts receivable at September 30, 2013. The total provision for the allowance for doubtful accounts was \$31,493 and \$26,251 for the years ended September 30, 2013 and 2012, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is reflected within net patient service revenue, net of contractual allowance and discounts, in the accompanying consolidated statements of operations. The System's self-pay bad debt writeoffs increased \$232, from \$32,052 in 2012 to \$32,284 in 2013. The change in the allowance as a percentage of self-pay accounts receivable and bad debt writeoffs was a result of collection trends.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2013 and 2012, depreciation expense was \$24,859 and \$24,407, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. Interest capitalized as part of construction projects was \$23 and \$166 during 2013 and 2012, respectively.

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

##### Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

##### Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are being amortized by the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium is presented as a component of bonds payable.

##### Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2013 and 2012 were approximately \$13 and \$15, respectively.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported as either net assets released from restrictions (for noncapital related items) or as net assets released from restrictions used for capital purchases (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

##### Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2013 and 2012, net patient service revenue in the accompanying consolidated statements of operations increased by approximately \$1,366 and \$3,256, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 28% and 3% and 27% and 3% of the System's net patient service revenue for the years ended September 30, 2013 and 2012, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the System are reported at fair value at the date the promise is received. Conditional promises to give and intentions to give are reported at fair value at the date the condition is met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

##### Excess of Revenues and Gains Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for unrestricted contributions and pledges, the related philanthropy expenses, investment income and loss on extinguishment of debt which are recorded as nonoperating income (loss).

The consolidated statements of operations also include excess of revenues and gains over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and gains over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, the minimum pension liability adjustment and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

##### Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

##### Income Taxes

The Hospital, CRHCDC, CRHVC, CH/DHC and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. With few exceptions, the System is no longer subject to income tax examination by the U.S. federal or state tax authorities for years before 2010.

##### Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$184 and \$286 for the years ended September 30, 2013 and 2012, respectively.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

##### *Reclassifications*

Certain 2012 amounts have been reclassified to conform with the current year presentation.

##### *Subsequent Events*

Management of the System evaluated events occurring between the end of its fiscal year and December 9, 2013, the date the consolidated financial statements were available to be issued.

#### 2. **Transactions With Affiliates**

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2013 and 2012, transfers made to CRHC were \$(212) and \$(32), respectively, and transfers received from Capital Region Health Care Services Corporation (CRHCSC) were \$507 and \$290, respectively.

A brief description of affiliated entities is as follows:

- CRHCSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

Amounts due the System, primarily from joint ventures, totaled \$3,363 and \$3,407 at September 30, 2013 and 2012, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables (\$968 and \$1,002 at September 30, 2013 and 2012, respectively) with principal and interest (6.75% at September 30, 2013) payments due monthly. Interest income amounted to \$67 and \$69 for the years ended September 30, 2013 and 2012, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were \$135 and \$123 in 2013 and 2012, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted**

Investments totaling \$2,384 and \$14,382 at September 30, 2013 and 2012, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	<u>2013</u>	<u>2012</u>
Board designated funds:		
Cash and cash equivalents	\$ 2,416	\$ 1,200
Fixed income securities	44,245	34,997
Marketable equity and other securities	168,040	125,808
Inflation-protected securities	<u>15,442</u>	<u>12,859</u>
	230,143	174,864
 Held by trustee for workers' compensation reserves:		
Fixed income securities	3,629	3,655
 Health insurance and other escrow funds:		
Cash and cash equivalents	863	863
Fixed income securities	912	773
Marketable equity securities	3,808	2,673
Guaranteed interest contract	<u>—</u>	<u>2</u>
	5,583	4,311
 Held by trustee for construction fund:		
Cash equivalents	10,398	—
 Donor restricted:		
Cash and cash equivalents	2,635	2,015
Fixed income securities	3,696	3,250
Marketable equity securities	13,961	12,719
Inflation-protected securities	1,290	1,357
Trust funds administered by others	10,678	10,212
Other	<u>107</u>	<u>89</u>
	<u>32,367</u>	<u>29,642</u>
	<u>\$282,120</u>	<u>\$212,472</u>

Included in marketable equity and other securities above are \$80,648 and \$69,967 at September 30, 2013 and 2012, respectively, in so called alternative investments. See also note 14.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted (Continued)**

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	<u>2013</u>	<u>2012</u>
Unrestricted:		
Interest and dividends	\$ 2,936	\$ 2,457
Investment income from trust funds administered by others	496	509
Net realized (losses) gains on sales of investments	<u>(1,632)</u>	<u>1,003</u>
	1,800	3,969
Restricted:		
Interest and dividends	200	220
Net realized (losses) gains on sales of investments	<u>(134)</u>	<u>116</u>
	<u>66</u>	<u>336</u>
	 <u>\$ 1,866</u>	 <u>\$ 4,305</u>
Other changes in net assets:		
Net unrealized gains on investments:		
Unrestricted	\$ 22,870	\$ 16,891
Temporarily restricted	2,019	1,715
Permanently restricted	<u>466</u>	<u>898</u>
	 <u>\$ 25,355</u>	 <u>\$ 19,504</u>

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$1,550 and \$2,284 in 2013 and 2012, respectively.

Investment management fees expensed and reflected in nonoperating income were \$736 and \$756 for the years ended September 30, 2013 and 2012, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted (Continued)**

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2013 and 2012:

	<u>Less Than 12 Months</u>		<u>12 Months or Longer</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
<u>2013</u>						
Marketable equity securities	\$41,047	\$ (882)	\$ 47	\$ (19)	\$41,094	\$ (901)
REIT	108	(3)	—	—	108	(3)
Fund-of-funds	<u>7,344</u>	<u>(658)</u>	<u>8,800</u>	<u>(981)</u>	<u>16,144</u>	<u>(1,639)</u>
	<u>\$48,499</u>	<u>\$ (1,543)</u>	<u>\$ 8,847</u>	<u>\$ (1,000)</u>	<u>\$57,346</u>	<u>\$ (2,543)</u>
<u>2012</u>						
Marketable equity securities	\$ 4,753	\$ (341)	\$ 1,818	\$ (348)	\$ 6,571	\$ (689)
REIT	—	—	107	(2)	107	(2)
Fund-of-funds	<u>—</u>	<u>—</u>	<u>18,612</u>	<u>(4,097)</u>	<u>18,612</u>	<u>(4,097)</u>
	<u>\$ 4,753</u>	<u>\$ (341)</u>	<u>\$20,537</u>	<u>\$ (4,447)</u>	<u>\$25,290</u>	<u>\$ (4,788)</u>

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes that unrealized losses related to securities that have suffered an other-than-temporary decline in value are not material to these consolidated financial statements.

**4. Defined Benefit Pension Plan**

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan is a cash balance plan that provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

The following table summarizes the Plan's funded status at September 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Pension benefits:		
Fair value of plan assets	\$ 131,706	\$ 117,798
Projected benefit obligation	<u>(172,761)</u>	<u>(186,897)</u>
	<u>\$ (41,055)</u>	<u>\$ (69,099)</u>
Activities for the year consist of:		
Benefit payments and administrative expenses	\$ 9,356	\$ 3,846
Net periodic benefit cost	10,923	8,655

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	<u>2013</u>	<u>2012</u>
Change in benefit obligation:		
Benefit obligation at beginning of year	\$186,897	\$155,288
Service cost	8,711	7,733
Interest cost	7,940	7,799
Actuarial (gain) loss	(21,431)	19,923
Benefit payments and administrative expenses paid	<u>(9,356)</u>	<u>(3,846)</u>
Benefit obligation at end of year	<u>\$172,761</u>	<u>\$186,897</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$117,798	\$ 98,213
Actual return on plan assets	11,264	11,431
Employer contributions	12,000	12,000
Benefit payments and administrative expenses paid	<u>(9,356)</u>	<u>(3,846)</u>
Fair value of plan assets at end of year	<u>\$131,706</u>	<u>\$117,798</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$ (41,055)</u>	<u>\$ (69,099)</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2013 and 2012 consist of:

	<u>2013</u>	<u>2012</u>
Net actuarial (gain) loss	\$ (22,539)	\$ 17,874
Net amortized loss	(4,492)	(2,722)
Prior service credit amortization	<u>64</u>	<u>217</u>
Total amount recognized	<u>\$ (26,967)</u>	<u>\$ 15,369</u>

Pension Plan Assets

The fair values of the System's pension plan assets and target allocations as of September 30, 2013 and 2012, by asset category are as follows (see Note 14 for level definitions):

	Target Allo- cation					Percentage of Plan Assets September 30, 2013
	<u>2013</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>	<u>2013</u>
Short-term investments:	0 – 5%					7%
Money market funds		\$ 9,186	\$ –	\$ –	\$ 9,186	
Equity securities:	40 – 70%					71%
Common stocks		6,960	–	–	6,960	
Mutual funds – international		36,542	–	–	36,542	
Common collective trust		–	20,170	–	20,170	
Funds-of-funds		–	3,672	26,582	30,254	
Fixed income securities:	10 – 60%					13%
Mutual funds - REIT		545	–	–	545	
Mutual funds – fixed income		11,529	–	–	11,529	
Funds-of-funds		–	–	4,568	4,568	
Hedge funds:	0 – 20%					9%
Inflation hedge		<u>–</u>	<u>11,952</u>	<u>–</u>	<u>11,952</u>	
		<u>\$64,762</u>	<u>\$35,794</u>	<u>\$31,150</u>	<u>\$131,706</u>	

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

	Target Allo- cation <u>2012</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>	Percentage of Plan Assets September 30, <u>2012</u>
Short-term investments:	0 – 5%					0%
Money market funds		\$ –	\$ –	\$ –	\$ –	
Equity securities:	40 – 70%					69%
Common stocks		6,532	–	–	6,532	
Mutual funds – international		29,738	–	–	29,738	
Foreign		–	661	–	661	
Common collective trust		–	14,965	–	14,965	
Funds-of-funds		–	–	28,766	28,766	
Fixed income securities:	10 – 60%					26%
U.S. government and agency obligations		2,575	12,439	–	15,014	
Mutual funds - REIT		473	–	–	473	
Mutual funds – fixed income		10,256	–	–	10,256	
Funds-of-funds		–	–	5,006	5,006	
Hedge funds:	0 – 20%					5%
Inflation hedge		<u>–</u>	<u>6,387</u>	<u>–</u>	<u>6,387</u>	
		<u>\$49,574</u>	<u>\$34,452</u>	<u>\$33,772</u>	<u>\$117,798</u>	

The funds-of-funds are invested with six investment managers and have various restrictions on redemptions. Four of the managers holding amounts totaling approximately \$21 million allow for monthly redemptions, with notices ranging from 5 to 15 days. Two managers holding amounts totaling approximately \$14 million allow for quarterly redemptions, with a notice of 45 or 65 days. Two of the funds also require a one-year lock on initial deposit of funds. One fund also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (maximum of 1.5%).

The table below sets forth a summary of changes in plan assets using unobservable inputs (Level 3):

	<u>2013</u>	<u>2012</u>
Balance, beginning of year	\$33,772	\$38,315
Unrealized losses related to instruments still held at the reporting date	(566)	(4,543)
Purchases	4,000	–
Sales	<u>(6,056)</u>	<u>–</u>
Balance, end of year	<u>\$31,150</u>	<u>\$33,772</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

Amounts included in expense during fiscal 2013 and 2012 consist of:

	<u>2013</u>	<u>2012</u>
Components of net periodic benefit cost:		
Service cost	\$ 8,711	\$ 7,733
Interest cost	7,940	7,799
Expected return on plan assets	(10,156)	(9,382)
Amortization of prior service cost and gains and losses	<u>4,428</u>	<u>2,505</u>
Net periodic benefit cost	<u>\$ 10,923</u>	<u>\$ 8,655</u>

The accumulated benefit obligations for the plan at September 30, 2013 and 2012 were \$161,290 and \$172,908, respectively.

	<u>2013</u>	<u>2012</u>
Weighted average assumptions to determine benefit obligation:		
Discount rate	5.38%	4.40%
Rate of compensation increase	2.00	2.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.40%	5.15%
Expected return on plan assets	8.00	8.00
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.00	2.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2013 and 2012  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2013 are as follows:

Actuarial loss	\$ 2,770
Prior service credit	<u>(33)</u>
	<u>\$ 2,737</u>

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$12,000 in cash contributions to the plan for the 2014 plan year.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

<u>Year Ended September 30</u>	<u>Pension Benefits</u>
2014	\$ 8,999
2015	10,034
2016	10,917
2017	13,101
2018	13,520
2019 – 2023	82,301

**5. Estimated Third-Party Payor Settlements**

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

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee screen basis.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2013 and 2012  
(In thousands)

**5. Estimated Third-Party Payor Settlements (Continued)**

**Medicaid Enhancement Tax**

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.5% of net patient service revenues, with certain exclusions. The amount of tax incurred by the System for fiscal 2013 and 2012 was \$16,541 and \$16,175, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. In addition, as part of the State of New Hampshire's biennial budget process for the two-year period ended June 30, 2013, the State eliminated disproportionate share payments to certain New Hampshire hospitals, including the System. As a result, during the fiscal years ended September 30, 2013 and 2012, the System paid the State of New Hampshire's MET based on 5.5% of net patient service revenues, with certain exclusions but did not receive disproportionate share payments.

The System amended certain past MET returns based upon further guidance which provided that certain exclusions can be deducted from net patient service revenues. Subsequent to September 30, 2013, the State completed an initial audit of those amended returns. The outcome of the amended returns and related audits is uncertain at the date of these consolidated financial statements, and no amounts have been reflected in these consolidated financial statements related to those matters.

**Medicaid**

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee screen basis.

**Other**

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2009 for Medicare and Medicaid.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012  
(In thousands)

**6. Long-Term Debt and Notes Payable**

Long-term debt consists of the following at September 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
2.0% to 5.0% New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$3,550 in 2013	\$ 47,860	\$ -
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from \$1,651 to \$3,977 through 2024	31,011	-
1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest of \$5,200 through 2026, including unamortized original issue premium of \$252 in 2013 and \$270 in 2012	40,841	44,196
3.0% to 5.5% NHHEFA Hospital Revenue Bonds, Concord Hospital Issue, Series 2001; due in annual installments, including principal and interest of \$2,302 through 2031; net of unamortized original issue discount of \$391 in 2012. Refunded in 2013 through the Series 2013A issuance as described below	-	27,284
2.88% to 5.25% NHHEFA Hospital Revenue Bonds, Concord Hospital Issue Series 2004; due in annual installments, including principal and interest of \$4,264, payable through 2024; including unamortized original issue premium of \$1,167 in 2012. Refunded in 2013 through the Series 2013B issuance as described below	-	32,967
4% to 5% NHHEFA Revenue Anticipation Notes, Concord Hospital Issue, Series 2008; due in annual installments, including principal and interest ranging from \$2,861 to \$3,756 through 2013, including unamortized original issue premium of \$66 in 2012. Paid in full in 2013	-	2,786
	<u>119,712</u>	<u>107,233</u>
Less current portion	<u>(7,931)</u>	<u>(9,721)</u>
	<u>\$111,781</u>	<u>\$ 97,512</u>

In February 2013, \$48,631 (including an original issue premium of \$3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project includes enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities. As a result of the advance refunding, the unamortized bond issuance costs and original issue discount related to the Series 2001 NHHEFA Hospital Revenue Bonds were included in loss on extinguishment of debt and totaled \$1,483 for the year ended September 30, 2013. As of September 30, 2013, none of the Series 2001 advance refunded bonds remain outstanding.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 6. Long-Term Debt and Notes Payable (Continued)

In April 2013, \$32,421 of NHHEFA Revenue Bonds, Concord Hospital Issues, Series 2013B, were issued to advance refund the Series 2004 NHHEFA Hospital Revenue Bonds. As a result of the bond refinancing, the unamortized bond issuance costs and original issue premium related to the Series 2004 NHHEFA Hospital Revenue Bonds were included on loss on extinguishment of debt and totaled \$1,686 for the year ended September 30, 2013. As of September 30, 2013, \$31,800 of advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding.

In March 2011, \$49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment. The project began during fiscal year 2011 and was completed in fiscal year 2012.

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. The most restrictive financial covenants require a 1.10 (1.25 in 2012) to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days (90 days in 2012). The Hospital was in compliance with its debt covenants at September 30, 2013 and 2012.

The obligations of the Hospital under the Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to \$4,892 and \$5,236 for the years ended September 30, 2013 and 2012, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 are as follows:

2014	\$ 7,931
2015	8,131
2016	8,337
2017	8,570
2018	8,822
Thereafter	<u>77,921</u>
	<u>\$119,712</u>

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 7. Commitments and Contingencies

##### Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintained excess professional and general liability insurance policies to cover claims in excess of liability retention levels. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves have been determined by actuarial consultants and total \$4,692 and \$6,502 at September 30, 2013 and 2012 and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2013, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required loss accruals. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. The System's interest in the captive represents approximately 28% of the captive. Control of the captive is equally shared by participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately \$1,335 at September 30, 2013 and 2012, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations.

In accordance with Accounting Standards Update No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2013 and 2012, the Hospital recorded a liability of approximately \$12,900 and \$3,000, respectively, related to estimated professional liability losses. At September 30, 2013 and 2012, the Hospital also recorded a receivable of \$12,900 and \$3,000, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities, and bond issuance costs and other assets, respectively, on the consolidated balance sheets.

##### Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,456 and \$2,995 at September 30, 2013 and 2012, respectively, have been discounted at 6% and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 7. Commitments and Contingencies (Continued)

##### Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

##### Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of \$440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2013 and 2012, have been recorded as a liability of \$5,034 and \$6,662, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

##### Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2013 are as follows:

Year Ending September 30:	
2014	\$ 4,900
2015	4,257
2016	4,200
2017	3,634
2018	3,357
Thereafter	<u>19,952</u>
	<u>\$40,300</u>

Rent expense was \$8,456 and \$8,207 for the years ended September 30, 2013 and 2012, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012  
(In thousands)

**8. Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at September 30:

	<u>2013</u>	<u>2012</u>
Health education and program services	\$12,821	\$11,446
Capital acquisitions	1,053	652
Indigent care	181	709
For periods after September 30 of each year	<u>72</u>	<u>83</u>
	<u>\$14,127</u>	<u>\$12,890</u>

Income on the following permanently restricted net asset funds is available for the following purposes at September 30:

	<u>2013</u>	<u>2012</u>
Health education and program services	\$15,513	\$14,213
Capital acquisitions	803	606
Indigent care	1,810	1,883
For periods after September 30 of each year	<u>114</u>	<u>50</u>
	<u>\$18,240</u>	<u>\$16,752</u>

**9. Patient Service and Other Revenue**

Net patient service revenue for the years ended September 30 is as follows:

	<u>2013</u>	<u>2012</u>
Gross patient service charges:		
Inpatient services	\$393,992	\$353,457
Outpatient services	469,048	432,131
Physician services	125,705	118,631
Less charitable services	<u>(33,903)</u>	<u>(38,487)</u>
	954,842	865,732
Less contractual allowances and discounts:		
Medicare	313,177	265,505
Medicaid	68,347	57,662
Other	<u>170,770</u>	<u>162,873</u>
	<u>552,294</u>	<u>486,040</u>
Total Hospital net patient service revenue (net of contractual allowances and discounts)	402,548	379,692
Other entities	<u>29,684</u>	<u>29,569</u>
	<u>\$432,232</u>	<u>\$409,261</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

**9. Patient Service and Other Revenue (Continued)**

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2013 and 2012 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2013 and 2012.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
<u>2013</u>				
Private payors (includes coinsurance and deductibles)	\$413,913	\$(170,770)	\$ (9,270)	\$233,873
Medicaid	79,936	(68,347)	-	11,589
Medicare	429,908	(313,177)	(1,948)	114,783
Self-pay	<u>31,085</u>	<u>-</u>	<u>(19,660)</u>	<u>11,425</u>
	<u>\$954,842</u>	<u>\$(552,294)</u>	<u>\$ (30,878)</u>	<u>\$371,670</u>
<u>2012</u>				
Private payors (includes coinsurance and deductibles)	\$404,540	\$(162,873)	\$ (8,219)	\$233,448
Medicaid	66,890	(57,662)	-	9,228
Medicare	374,479	(265,505)	(1,648)	107,326
Self-pay	<u>19,823</u>	<u>-</u>	<u>(15,828)</u>	<u>3,995</u>
	<u>\$865,732</u>	<u>\$(486,040)</u>	<u>\$ (25,695)</u>	<u>\$353,997</u>

Electronic Health Records Incentive Payments

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. The System filed its Stage I Year 2 meaningful use attestations with CMS. Revenue totaling \$3,719 and \$4,025 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2013 and 2012, respectively. In addition, a receivable amount of \$1,616 was recorded within prepaid expenses and other current assets at September 30, 2013.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

**10. Functional Expenses**

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	<u>2013</u>	<u>2012</u>
Health care services	\$306,213	\$292,546
General and administrative	59,447	58,096
Depreciation and amortization	25,047	24,595
Medicaid enhancement tax	16,541	16,175
Interest expense	<u>4,720</u>	<u>4,918</u>
	<u>\$411,968</u>	<u>\$396,330</u>

Fundraising related expenses were \$690 and \$614 for the years ended September 30, 2013 and 2012, respectively.

**11. Charity Care and Community Benefits (Unaudited)**

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The cost of all such benefits provided is as follows for the years ended September 30:

	<u>2013</u>	<u>2012</u>
Community health services	\$ 2,608	\$ 2,197
Health professions education	4,141	3,573
Subsidized health services	19,338	16,211
Research	89	96
Financial contributions	1,028	1,003
Community building activities	45	365
Community benefit operations	49	49
Charity care costs (see Note 1)	<u>13,405</u>	<u>14,532</u>
	<u>\$40,703</u>	<u>\$38,026</u>

In addition, the Hospital incurred costs for services to Medicare and Medicaid patients in excess of the payment from these programs of \$51,171 and \$61,265 in 2013 and 2012, respectively.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	<u>2013</u>	<u>2012</u>
Patients	18%	19%
Medicare	37	34
Anthem Blue Cross	12	16
Cigna	5	6
Medicaid	10	6
Commercial	17	18
Workers' compensation	<u>1</u>	<u>1</u>
	<u>100%</u>	<u>100%</u>

#### 13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 36,500 in 2013 and 38,500 in 2012. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

#### 14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

**14. Fair Value Measurements (Continued)**

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2013</u>				
Cash and cash equivalents	\$ 41,277	\$ 1,425	\$ –	\$ 42,702
Fixed income securities	52,482	–	–	52,482
Marketable equity and other securities	61,840	43,321	80,648	185,809
Inflation-protected securities and other	11,898	4,941	–	16,839
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,678</u>	<u>10,678</u>
	<u>\$167,497</u>	<u>\$49,687</u>	<u>\$91,326</u>	<u>\$308,510</u>
<u>2012</u>				
Cash and cash equivalents	\$ 49,755	\$ 1,425	\$ –	\$ 51,180
Fixed income securities	42,675	–	–	42,675
Marketable equity and other securities	35,623	35,610	69,967	141,200
Inflation-protected securities and other	14,305	–	–	14,305
Guaranteed interest contract	–	2	–	2
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,212</u>	<u>10,212</u>
	<u>\$142,358</u>	<u>\$37,037</u>	<u>\$80,179</u>	<u>\$259,574</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012  
(In thousands)

**14. Fair Value Measurements (Continued)**

The System's Level 3 investments consist of so called alternative investments and trust funds administered by others. The alternative investments consist primarily of interests in limited partnership funds that are not publicly traded. The fair value measurement is based on significant unobservable inputs.

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

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2013 and 2012:

	<u>Trust Funds Administered by Others</u>	<u>Alternative Investments</u>
Balance at September 30, 2011	\$ 9,314	\$ 77,792
Sales	-	(15,778)
Net realized and unrealized gains	<u>898</u>	<u>7,953</u>
Balance at September 30, 2012	10,212	69,967
Purchases	-	10,900
Sales	-	(13,167)
Net realized and unrealized gains	<u>466</u>	<u>12,948</u>
Balance at September 30, 2013	<u>\$10,678</u>	<u>\$ 80,648</u>

In accordance with ASU 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, the table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2013:				
Funds-of-funds	\$42,265	\$ -	Monthly	5 - 15 days
Funds-of-funds	38,383	-	Quarterly	45 - 65 days
September 30, 2012:				
Funds-of-funds	\$29,860	\$ -	Monthly	5 - 15 days
Funds-of-funds	31,138	-	Quarterly	45 - 65 days
Funds-of-funds	8,969	-	Annually	60 days

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

#### 14. Fair Value Measurements (Continued)

##### Investment Strategies

##### Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

##### Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified as Level 2 or 3, depending on the nature of the underlying assets and valuation methodologies used as reported by the fund managers.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

##### Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2013 and 2012

(In thousands)

**14. Fair Value Measurements (Continued)**

*Fair Value of Other Financial Instruments*

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to \$119,712 and \$126,875, respectively, at September 30, 2013, and \$107,233 and \$121,350, respectively, at September 30, 2012.

CONCORD HOSPITAL  
BOARD OF TRUSTEES  
2015

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# Debra L. Willey

**OBJECTIVE:** To apply an education in Medical Technology and Business Administration combined with gained clinical, administration, and marketing experience towards a challenging administrative director role.

**EDUCATION:** Bachelor of Science, University of New Hampshire, Durham, NH, MT 1989  
Professional Certification: American Society of Clinical Pathologists, MT180400  
Master of Business Administration, Southern NH University, September 2008  
**RELATED EXPERIENCE**

## **MEDICAL**

### **TECHNOLOGIST:**

**Concord Hospital, Concord, NH (9/89 - present)**

**Laboratory Administrative Director, – February 2008 – present**

- Lead a versatile, eleven member Laboratory Management Team
  - Prepare operations and capital budgets
  - Maintain regulatory compliance, CAP, AABB, JCAHO, FDA and CLIA
  - Lead Gallup Q12 and Press Ganey initiatives for organizational excellence
- Interim Administrative Director – June 2006-February 2008.**

**Laboratory Business Operations Manager – January 2005 – 2008**

- Lead the business, safety, finance/compliance, transcription operations of progressive-automated clinical laboratory, to include outreach operations and collection stations.
- Evaluate, develop and mentor performance of multiple supervisors and resource people
- Key participant in contract renewals, to include State Contracts, Nursing Homes, Dialysis
- Lead Safety training for all employees; continually seek a safe work environment

**Laboratory Sales and Marketing Specialist: May 2002 – Jan 2005**

- Continue in same capacity as previous role, without direct supervisory responsibilities to Client Services Department.
- Expanded involvement in contracting, billing problem resolution with clients.

**Laboratory Client Services/ Marketing Supervisor: Nov 1997 – May 2002**

- Designed and implemented a new Laboratory section, Client Services/Marketing Department, to service and maintain outreach laboratory business; develop and train staff on delivery of Extraordinary Customer Service, and maximize customer satisfaction through strong relationship building.
- Recruit and grow new business. Current clientele of Physician Offices, Nursing Homes, NH State Hospital, and Rehab facilities within a 25-mile radius of Concord Hospital Laboratory. Competent and comfortable with Physician and Physician Office Staff interaction.
- Perform Physician and Physician Office Staff training and education in laboratory testing requirements, and new laboratory products. Comfortable speaking and teaching in front of large groups.
- Supervisor to multiple direct reports, responsible for preparing the annual budget for the department, performance evaluations, coaching and development of laboratory personnel on interpersonal and customer service skills.
- Designed and developed all Marketing materials for the Laboratory; such as the Laboratory Services Handbook, the Medicare Compliance Handbook, and Physician Pocket Reference Guides. Responsible to ensure all outgoing communication from the laboratory features a client-focused, positive tone.

**Medical Technologist – Laboratory: September 1989 – Nov 1997**

- Rotated daily as a generalist technologist in all departments of the clinical laboratory.

### **PROFESSIONAL MEMBERSHIPS:**

- 1/2008-1/2010 President NH-VT CLMA – Clinical Laboratory Management Association, NH-VT Chapter
- American Society of Clinical Pathologists, member 1989 - present

### **PERSONAL:**

Dedicated to family. Other interests include indoor soccer, school, and reading

## **Anne Casey Mills, RN, MSN, COHN-S**

### **Experience**

- *Concord Hospital*  
**Director, Employee Health Services**  
2008 – Present

Provides clinical and operational oversight to ensure delivery of efficient and high quality, patient care services to 3300 employees. Employee Health Services program elements include triage and urgent treatment of on-duty illness and injury; administration of workers compensation program, medical review of leave requests under FMLA and NH statutes, compliance with infection prevention and exposure management programs, occupational health surveillance and health promotion.

- *EMPLOYERS®*  
**Health Care Quality Specialist**  
2007 – 2008

Provides expert professional and technical advice and quality assurance services related to care management, physician and peer review services and utilization management. As needed, provides quality assurance service for provider services and bill review. Continuously monitors URAC accreditation compliance for Utilization Review and Nurse Case Management. Develops quality improvement initiatives including program audits, compliance assistance tools and educational programs. Assures accuracy and compliance with policy and procedure, and updates documents as needed.

- *Organization for Safety and Asepsis Procedures (OSAP)*  
**Independent Contractor/Meeting Coordinator**  
2006

Provided meeting planning services to OSAP to convene a facilitated workshop to develop a research agenda for dental infection control using funds provided in a Centers for Disease Control and Prevention grant. Worked closely with the Association's Executive Director and the program Steering Committee to locate a meeting site, confirm hotel arrangements, select a facilitator, identify and invite participants, develop an agenda, assure process and outcomes of meeting are consistent with the objectives, coordinate meeting logistics, and write and distribute report for publication.

- *Department of Defense (DoD), Civilian Personnel Management Service, Arlington, VA*  
**Human Resources Specialist (Employee Benefits)**  
2004 – 2005

Provided liaison services and technical guidance to Injury Compensation Program Administrators. Worked directly with Office of Workers' Compensation Programs District Offices to address administrative and technical issues. Developed management systems and reports that reflect status of workers' compensation costs, claim ownership and accuracy. Developed reports for the Occupational Safety and Health and Naval Audit Service. Trained Injury Compensation Program Administrators. Facilitated return-to-work initiatives. Evaluated proposed legislation, directives and initiatives to identify relevance to the Federal Employees' Compensation Act (FECA) and the DoD.

- *Peace Corps, Washington, DC*  
**Post-Service Manager, Office of Medical Services**  
1995 – 2004

Managed the health benefit program for returning Volunteers and the federal workers' compensation benefit program for staff. Recruited, selected and supervised employees. Reduced the Peace Corps' workers' compensation bill by \$200,000 dollars, over eight years. Designed, tested and implemented computer applications that support the dental and medical post-service benefit program, HIV reporting program and the workers' compensation program. Contributed to the development of quality assurance processes including the Sentinel Event program, medical record review process and quality improvement report program. Educated Peace Corps staff, worldwide. Interacted with contractors to achieve program objectives.

- *Alexandria Hospital, Alexandria, VA*  
**Coordinator, Occupational Health Services**  
1990 – 1995

Managed clinical, organizational, and financial components of hospital-based out-patient, occupational health program. Collaborated in the development and marketing of preplacement, surveillance, infection control and injury management programs. Utilized knowledge of federal and state regulations to develop job appropriate examinations. Examples of services provided include: Breath Alcohol Testing (BAT), urine drug screens (pre-placement, random, post-accident, etc.), immunization programs (influenza and hepatitis B), post-exposure evaluation (blood-borne pathogens and tuberculosis), occupational hearing exams, respiratory fitness exams, etc.

- *National Institutes of Health, Bethesda, MD*  
**Chief Nurse, Occupational Medical Service**  
1989 – 1990

Recruited, selected and supervised nursing personnel. Provided clinical and operational oversight to ensure delivery of efficient and high quality, patient care services to 13,000 employees. Outpatient occupational health services included triage and urgent treatment of on-duty illness and injury; travel medicine, allergy and immunization clinics; occupational health surveillance programs and health promotion programs.

### **Education**

University of Massachusetts  
Amherst, MA 01003  
Degree: Bachelor of Science in Nursing -- May 1973

The Catholic University of America  
Washington, DC 20064  
Degree: Masters of Science in Nursing – May 1979

### **Professional Organizations**

American Association of Occupational Health Nurses: 1989-present  
American Nurses' Association, 1973-present

- National Convention Delegate, 1988 and 1989
- Maryland District VIII program committee, 1984-1985; Chairman, 1985-1989
- Virginia Medical-Surgical Professional Practice Group, Acting Chairman, 1980-1981

National Association for Healthcare Quality: 2007-2008

New Hampshire Association of Occupational Health Nurses: 2009- Present; 2013-2015  
Education Director

Organization for Safety and Asepsis Procedures (OSAP), 2002-present; Board of Directors, 2004, Editorial Review Board, *The OSAP Report Online*, 2006-present.

Sigma Theta Tau, Kappa Chapter: Inducted 1979

### **Certifications**

Certified Occupational Health Nurse-Specialist, American Board for Occupational Health Nurses, Inc., 1994-present.

Occupational Hearing Conservationist, Council for Accreditation in Occupation Hearing Conservation, 1990-present.

Basic Life Support, American Heart Association, 1976-Present. Instructor: 1976-1981 and 1986-1990.

Advanced Cardiac Life Support, American Heart Association, 1984-1994. Instructor: 1985-1990.

American Nurses' Association: Certification in Nursing Administration, 1983-1989.

## **Honors, Awards and Special Qualifications**

Department of Defense. Incentive Award, 2005

Peace Corps, Office of Medical Services Post-Service Manager

- Meritorious step increases 1997, 1998 and 1999
- Third Tour granted by Director (otherwise employment limited to 5 years), 2000.
- Special Service/Act Award, 2002
- Eighth year extension granted by Director, 2003.

Alexandria Hospital. Nominee, Nurse of the Year award.

## **Professional Licensure**

New Hampshire State Board of Nursing

License #: 058789-21

## **Publications/Presentations/Media**

Panel Presentation: OSAP Initiatives, New Tools for the Profession -- OSAP Research Agenda, June 2, 2007, Organization for Safety and Asepsis Procedures (OSAP) 2007 Symposium.

Lecture, Understanding Workers' Compensation, April 26, 2006, University of Nevada School of Medicine, Dental General Practice Residency.

"OSHA Safety Requirements and the General Duty Clause," Compendium of Continuing Education in Dentistry, Vol. 26, No. 3 (Suppl) (co-author).

Lecture, Tips and Tools on How to Select a Healthcare Physician to Manage Postexposure Incidents, June 12, 2004, Organization for Safety and Asepsis Procedures (OSAP) 2004 Symposium.

Letter to the Editor, Nursing Spectrum, December 15, 2003, Vol. 13, No. 25.

"The Post-Service Health Benefits Program – A Handbook for Returned Volunteers", 2000.

"Post Scripts," Healthwise – A Newsletter for Peace Corps Medical Officers Worldwide, Volume VII, No. 1 and 2.

"Beat the Heat" Channel 8 News, represented Alexandria Hospital.

"Hepatitis C," Poster presentation – Virginia Occupational Health Conference, 1992.

"Smoking: The Inside Story," Health Education, 1983.

# Cristina E. Taylor M.D.

Department of Pathology  
Concord Hospital  
250 Pleasant Street  
Concord, NH 03301  
(603) 227-7000 x4620

## Professional Experience

- 2002-present            Staff Department of Pathology  
Concord Hospital, Concord, NH
- 1998-2000            Staff (part time) Department of Pathology  
Beverly Hospital, Beverly, MA
- 1998-2000            Staff (part time) Department of Pathology  
Addison Gilbert Hospital, Gloucester, MA
- 1997-2000            On Call resident pathologist, Department of Pathology  
St. Elizabeth's Medical Center, Brighton, MA

## Education

- 2001-2002            Hartford Hospital, Hartford CT  
Fellowship in Surgical Pathology
- 2000-2001            Hartford Hospital, Hartford CT  
Fellowship in Hematopathology
- 1996-2000            New England Medical Center, Boston MA  
Residency in Pathology
- 1992-1996            Pennsylvania State College of Medicine, Hershey PA  
Doctorate of Medicine
- 1990                    University of Massachusetts, Amherst MA  
Post Baccalaureate course in Organic Chemistry
- 1986-1990            Wellesley College, Wellesley MA  
BA in Psychology, Cum Laude

## Academic Appointments

- 1997-2000            Laboratory instructor, General and Systemic Pathology Course  
Tufts University School of Medicine
- 1999                    Lecturer, Cardiovascular unit, Systemic Pathology Course  
Tufts University School of Medicine

## Awards

- 1999                    Fellow, Armed Forces Institute of Pathology, Washington DC  
♦ selected as one of thirty residents, nationwide, for a one-month  
fellowship in the soft tissue tumor department
- 1990                    BA, Cum Laude, Wellesley College, Wellesley MA
- 1986                    Deans List, Wellesley College, Wellesley MA

## Boards

- 6/94                    United States Medical License Examination, Part I

8/95  
11/97  
7/02  
9/03

United States Medical License Examination, Part II  
United States Medical License Examination, Part III  
American Board of Pathology-Anatomic and Clinical Pathology  
American Board of Pathology-Hematopathology

## Licensure

Massachusetts Medical License, Number 158188  
New Hampshire Medical License, Number 11644

## Professional Organizations

1996-present            College of American Pathologists  
2002-present            New Hampshire Society of Pathologists

## Other Leadership

1998-present            **Financial Coordinator**, Talarion, Inc. USA  
♦ Internet service provider. Responsible for accounting and billing

1995-1996                **Company Secretary**, Mobius Limited, UK  
♦ Software component company. involved in marketing, sales, supplies, and finances

1992                        **Secretary**, American Medical Women's Association,  
Pennsylvania State College of Medicine

## Prior Experience

1990-1992                **Research assistant**, Brigham and Women's Hospital, Boston MA  
♦ implemented new phase of a clinically based longitudinal study in pulmonary disease. Supervised office, recruited subjects, managed data

1988, 1989                **Research assistant**, Mass. Ins. of Behavioral Medicine, Springfield MA  
♦ organised and collected data for breast cancer prevention study

## Research

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