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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
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December 4, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into an agreement with Elliott Health System as listed below in bold, to provide comprehensive Medication Assisted Treatment, in an amount not to exceed $271,428, thereby increasing the price limitation in the aggregate by $271,428 from $1,125,710 to $1,397,138, effective upon Governor and Executive Council approval through September 29, 2020. 100% Federal Funds.

Vendor Name	Vendor ID	Vendor Address	Current Amount	Increase/ (Decrease)	New Amount
Elliot Health System of the City of Manchester	174360	1 Elliot Way, Manchester, NH, 03101	$0	$271,428	$271,428
Harbor Homes, Inc.	155358	77 Northeastern Blvd, Nashua, NH 03062	$271,428	$0	$271,428
LRGHealthcare	177161	80 Highland St. Laconia, NH 003246	$271,428	$0	$271,428
Mary Hitchcock Memorial Hospital	177651	One Medical Center Drive Lebanon, NH 03756	$311,426	$0	$311,426
Riverbend Community Mental Health, Inc.	177192	278 Pleasant Street, Concord, NH 03302	$271,428	$0	$271,428
		Total	**$1,125,710**	**$271,428**	**$1,397,138**

Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT.

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	New Amount
2019	102-500731	Contracts for Program Services	92057040	$562,627	$135,714	$698,341
2020	102-500731	Contracts for Program Services	92057040	$563,083	$135,714	$698,797
			Total	**$1,125,710**	**$271,428**	**$1,397,138**

EXPLANATION

The purpose of this request is for the provision of comprehensive Medication Assisted Treatment (MAT) using FDA-approved medications for individuals with Opioid Use Disorder (OUD) who require community-based services. These agreements also ensure the provision of services specifically designed for pregnant and postpartum women with OUD. This is the fifth (5th) and final contract for these services to be brought forward to the Governor and Executive Council. The previous four (4) agreements were approved by the Governor and Executive Council on December 5, 2018 (Item #22).

These services are part of the State's accepted plan to the Substance Abuse and Mental Health Services Administration (SAMHSA) under the State Opioid Response (SOR) grant. This grant is being used to make critical investments in the substance use disorder system in order to reduce unmet treatment needs, reduce opioid overdose fatalities, and increase access to MAT over the next two (2) years.

The vendors will provide services to individuals with OUD in need of evidence-based MAT alongside necessary outpatient and wrap around services to support recovery. Vendors will provide MAT services to the general population as well as enhanced services for pregnant and postpartum women in need of additional supports to be successful in recovery including, but not limited to childcare, transportation and parenting education.

Unique to these services is a robust level of client-specific data that will be available, which will be collected in coordination with the nine (9) Regional Hubs that were approved by Governor and Executive Council at the October 31, 2018 meeting. The SOR grant requires

that all individuals served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through collaborative agreements with the Vendors under these contracts, the Regional Hubs will be responsible for gathering data on client-related outcomes including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

In addition to the client-level outcomes noted above, the following performance measures will be used to measure the effectiveness of the agreement:

- Fifty percent (50%) of individuals with OUD referred to the Vendor for MAT services receive at least three (3) clinically-appropriate, MAT-related services.
- One hundred percent (100%) of clients seeking services under this proposed contract that enter care directly through the Vendor, who consent to information sharing with the Regional Hub for OUD services, receive a Hub referral for ongoing care coordination.
- One hundred percent (100%) of clients referred to the Vendor by the Regional Hub for OUD services have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.

A Request for Proposals was posted on The Department of Health and Human Services' web site from September 5, 2018 through September 26, 2018. The Department received six (6) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The five (5) vendors listed in the Requested Action were selected. The Score Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of these contracts, these agreements have the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

Should the Governor and Executive Council not authorize this request, individuals with OUD in need of MAT and additional supports may have reduced access to services or increased likelihood of having to be placed on a waitlist to access care. This may result in a an increase of overdose fatalities during the waiting period and/or reduced motivation to seek help if it is unavailable to individuals when they are ready to seek assistance for OUD.

Area served: Integrated Delivery Network (IDN) Regions 1-5

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN TI081685)

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds					
Activity Code: 92057040					
Elliot Heath System					
Vendor # 174360					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase/ (Decrease)**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$0	$ 135,714.00	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$0	$ 135,714.00	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$0	$ -	$ -
		Subtotal	**$0**	**$ 271,428.00**	**$ 271,428.00**
Harbor Homes					
Vendor # 155358					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**		**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -	$0	$ -
		Subtotal	**$ 271,428.00**	**$0**	**$ 271,428.00**
LRG Healthcare					
Vendor # 177161					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**		**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2021	Contracts for Prog Svs	102-500731	$ -	$0	$ -
		Subtotal	**$ 271,428.00**	**$0**	**$ 271,428.00**
Mary Hitchcock					
Vendor # 177651					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**		**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 155,485.00	$0	$ 155,485.00
2020	Contracts for Prog Svs	102-500731	$ 155,941.00	$0	$ 155,941.00
2021	Contracts for Prog Svs	102-500731	$ -	$0	$ -
		Subtotal	**$ 311,426.00**	**$0**	**$ 311,426.00**
Riverbend Community Mental Health					
Vendor # 177192					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**		**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2020	Contracts for Prog Svs	102-500731	$ 135,714.00	$0	$ 135,714.00
2021	Contracts for Prog Svs	102-500731		$0	
		Subtotal	**$ 271,428.00**	**$0**	**$ 271,428.00**
		TOTAL	**$ 1,125,710.00**	**$ 271,428.00**	**$ 1,397,138.00**

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

Medication Assisted Treatment	RFP-2019-BDAS-05-MEDIC
RFP Name	RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Elliot Health System		610	499
2. Harbor Homes, Inc.		610	501
3. LRGHealthcare		610	450
4. Mary Hitchcock Memorial Hospital		610	393
5. New Approaches, Inc.		610	132
6. Riverbend CMH, Inc.		610	477

Reviewer Names

1. Abby Shockley, Snr Policy Analyst, Substnc Use Srvs DBH
2. Regina Flynn, MAT-PDOA Project Coordinator, BDAS
3. Ann Collins, RN Public Health Nurse Coordnatr, BCHS-DPHS
4. Laurie Heath, Business Admin III, DBH/BDAS Finance
5.
6.
7.
8.

Subject: Medication Assisted Treatment (RFP-2019-BDAS-05-MEDIC-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Elliot Hospital of the City of Manchester		1.4 Contractor Address One Elliott Way Manchester, NH 03103	
1.5 Contractor Phone Number 603-663-1600	1.6 Account Number 05-95-92-920510-7040 – 500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $271,428
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Wesley Baxter, MD Chief Executive Officer	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 11-30-2018, 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 document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

JUDY MARKELL - NOTARY PUBLIC - STATE OF NEW HAMPSHIRE - MY COMMISSION EXPIRES NOVEMBER 8, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Judy Markell, Administrative Assistant, Notary

1.14 State Agency Signature Date: 12/14/18	1.15 Name and Title of State Agency Signatory Scott S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Megan A. Yelle, Attorney	On: 12/18/18
1.18 Approval by the Governor and Executive Council *(if applicable)* 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials
Date 11.30.18

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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.

Contractor Initials ASK
Date 11-30-18

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 thirty (30) 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 certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials _____
Date 11.30.18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall 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 within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

1.4. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq*. Specifically, the Contractor shall be the Elliot Hospital of the City of Manchester, which has been awarded the funds set forth herein to provide certain Medication Assisted Treatment to help address the opioid epidemic.

1.5. Nothing in this Exhibit A or any other provision of the Agreement is intended to interfere with or supersede the independent clinical judgment of the Contractor's employees and staff providing services hereunder. Nor shall anything in this Exhibit A or any other provision of the Agreement require the Contractor to take any action contrary to the best interest of the patient.

2. Scope of Work – Community Based

2.1. The Contractor shall provide comprehensive MAT services for individuals with opioid use disorder (OUD) in Integrated Delivery Network (IDN) Region 4, which is comprised of the Greater Derry and Greater Manchester areas. The Contractor shall ensure services include, but are not limited to:

2.1.1. Delivering outpatient or intensive outpatient treatment to individuals with OUD in accordance with the American Society of Addition Medicine (ASAM) criteria.

2.1.2. A Partial Hospitalization Program comprised of a multidisciplinary team that includes, but is not limited to:

2.1.2.1. Licensed mental health and substance use clinicians.

2.1.2.2. Psychiatric providers.

2.1.2.3. Certified Recovery Support Workers (CRSW).

2.1.2.4. Nurses.

2.1.2.5. Case managers.

2.1.3. An Intensive Outpatient Program which is team oriented, collaborative, and interdisciplinary with behavioral health clinicians co-located within primary care practices.

2.1.4. Services that support MAT services include, but are not limited to:

2.1.4.1. Behavioral therapies.

2.1.4.2. Psychosocial supports.

2.1.4.3. Wrap-around community-based services.

2.1.4.4. Medication.

2.2. The Contractor shall be a certified Opioid Treatment Program in accordance with He-A 304 if methadone is used for patients served under this contract.

2.3. The Contractor shall coordinate services with community-based agencies in order to provide wrap-around services, which may include, but are not limited to, agencies that provide:

2.3.1. Housing.

2.3.2. Food.

2.3.3. Childcare.

2.3.4. Transportation.

2.3.5. Legal services.

2.3.6. Employment / Training.

2.3.7. Support Groups.

2.3.8. Medical (non-SUD) and Dental Care.

2.3.9. Emergency Assistance.

2.3.10. Family Support Services.

2.4. The Contractor shall ensure individuals receive patient-centered care focused on overdose prevention by using tools which include, but are not limited to:

2.4.1. Center for Disease Control (CDC) opioid prescribing guidelines.

2.4.2. Substance Abuse and Mental Health Services Administration's (SAMHSA's) Opioid Overdose Prevention Toolkit.

2.4.3. State published Guidance Document on Best Practices: Key Components for Delivering Community Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire.

2.5. The Contractor shall provide OUD treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. (More information can be found at: http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.6. The Contractor shall provide interim OUD treatment services when treatment services are not available to the client within forty-eight (48) hours of referral, which include, but are not limited to:

2.6.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week.

2.6.2. Recovery support services as needed by the client.

2.6.3. Daily calls to the client to assess and respond to any emergent needs.

2.7. The Contractor shall ensure patients are able to transition seamlessly between levels of care within a group of services. The Contractor shall:

2.7.1. Collaborate with Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s) served.

2.7.2. Participate in the Regional Continuum of Care Workgroup(s).

2.7.3. Participate in the Integrated Delivery Network(s) (IDNs).

2.7.4. Coordinate all services delivered to patients with the local Regional Hub for OUD services (hereafter referred to as "Hub") including, but not limited to accepting clinical evaluation results for level of care placement from the Hub.

2.8. Before disclosing or re-disclosing any patient information, the Contractor shall ensure that all required patient consent or authorizations to disclose or further disclose confidential protected health information (PHI) or substance use disorder treatment information (SUD) according to all state rule, state and federal law and the special rules for redisclosure in 42 CFR part 2 have been obtained.

2.9. The Contractor shall modify their office electronic health record (EHR) and clinical work flow to ensure required screening activities by clinical staff and appropriate required data collection by care coordinators.

2.10. The Contractor shall establish and maintain formal partnerships with behavioral health, OUD specialty treatment, Recovery Support Services (RSS), and medical practitioners to meet the needs of the patients served.

2.11. The Contractor shall collaborate and develop formal referral and information sharing agreements with other providers that offer services to individuals with OUD, including the local Hub.

2.12. The Contractor shall communicate client needs with the Hub(s) to ensure client access to financial assistance through flexible needs funds managed by the Hub(s).

2.13. The Contractor shall maintain the infrastructure necessary to:

2.13.1. Achieve the goals of MAT expansion.

2.13.2. Meet SAMHSA requirements.

2.13.3. Deliver effective medical care to patients served under this contract.

2.14. The Contractor shall actively participate in state-funded projects which include, but are not limited to:

2.14.1. "Community of Practice for MAT."

2.14.2. Project-specific trainings.

2.14.3. Quarterly web-based discussions.

2.14.4. On-site Technical Assistance (TA) visits.

2.14.5. Ad hoc communication with expert consultants on MAT clinical care topics such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV) prevention, diversion risk mitigation and other relevant issues.

2.15. The Contractor shall ensure compliance with confidentiality requirements which include, but are not limited to:

2.15.1. Federal and state laws and New Hampshire state administrative rules.

2.15.2. HIPAA Privacy Rule.

2.15.3. 42 C.F.R Part 2.

2.16. The Contractor shall have policies and procedures in place to ensure that all staff are trained in the areas listed in Subsection 2.15 and will safeguard all confidential information.

2.17. The Contractor shall participate in all evaluation activities associated with the funding opportunity, including national evaluations.

2.18. The Contractor shall use data to support quality improvement to ensure the standard of care for patients continuously improves.

2.19. The Contractor shall utilize the State's Prescription Drug Monitoring Program (PDMP) database to mitigate prescription drug diversion or harmful interactions.

2.20. The Contractor shall develop, obtain Department approval, and implement outreach and marketing activities specifically designed to engage the population(s) identified

in the community using MAT and wrap around services that are culturally appropriate and follow Culturally and Linguistically Appropriate Standards (CLAS) standards.

2.21. The Contractor shall ensure outreach and marketing activities include, but are not limited to:

2.21.1. Ads on television, radio, or print.

2.21.2. Distribution of the newsletter "Your Wellness Matters."

2.22. The Contractor shall assess, plan, implement, and have improvement measures for the program.

2.23. The Contractor shall ensure meaningful input of patients in program assessment, planning, implementation, and improvement which shall include, but not be limited to:

2.23.1. The use of a Patient Family Advisory committee.

2.23.2. Client satisfaction surveys at the completion of the program and three (3) months post completion.

2.23.3. Semi-annual overall patient satisfaction surveys.

2.23.4. Requesting Drug Court graduates to provide feedback on their experience with treatment services and the program.

2.24. The Contractor shall have billing capabilities which include, but are not limited to:

2.24.1. Enrolling with Medicaid and other third party payers.

2.24.2. Contracting with managed care organizations and insurance companies for MAT.

2.24.3. Having a proper understanding of the hierarchy of the billing process.

2.25. The Contractor shall assist patients with obtaining either on-site or off-site RSS including, but not limited to:

2.25.1. Transportation.

2.25.2. Childcare.

2.25.3. Peer support groups.

2.25.4. Recovery coach.

2.26. The Contractor shall establish agreements with specialty treatment organizations that can provide higher levels of OUD treatment and co-occurring mental health treatment.

2.27. If training or other services on behalf of the Department involve the use of social media or a website which solicits information of individuals, the Contractor shall

collaborate with the DHHS Communications Bureau to ensure that NH DoIT website requirements are met, and that any Protected Health Information (PHI), Substance Use Disorder treatment data (SUD), Personal Information (PI), or other confidential information solicited shall not be maintained, stored or captured and shall not be further disclosed except as expressly provided in the contract.

2.28. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor shall ensure site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

3. Additional Scope of Services for Pregnant and Postpartum Women

3.1. The Contractor shall provide trauma-informed MAT services and supports to pregnant and postpartum women up to twelve (12) months postpartum through their Women's and Children Services which includes, but is not limited to:

3.1.1. A Maternity Center.

3.1.2. Childbirth and Parent Education Programs.

3.2. The Contractor shall provide training regarding Screening, Brief Intervention, and Referral to Treatment (SBIRT) to practitioners in order to facilitate early recognition and detection of OUD and other Substance Use Disorders in pregnant women.

3.3. The Contractor shall provide waiver training programs to providers at no cost in order to increase the number of MAT waivered providers in Women's and Children's Services as well as throughout the primary care practices affiliated with the Contractor.

3.4. The Contractor shall ensure patient-centered, effective, integrated care and attention to overdose prevention by using tools that include, but are not limited to care guidelines for Obstetric and Gynecologic (OB/GYN) providers and delivery hospitals developed by the Northern New England Perinatal Quality Improvement Network (NNEPQIN), when applicable.

3.5. The Contractor shall provide care coordination services for all pregnant and postpartum women with OUD to support retention in and completion of OUD treatment programs.

3.6. The Contractor shall ensure ongoing communication and care coordination with entities involved in the patient's care including, but not limited to child protective services, treatment providers, and home visiting services, when applicable.

3.7. The Contractor shall ensure that treatment is provided in a child-friendly environment with RSS available to participants including, but not limited to childcare.

3.8. The Contractor shall employ integrated programs which allow children to stay with their mothers. Nothing in this Section 3 is intended to limit or interfere with any

applicable mandatory reporting obligation imposed upon the Contractor or its staff under state law.

3.9. The Contractor shall participate in the development of an infant Plan of Safe Care (POSC) with birth attendants, the infant's parents or guardians, and the Department for each infant affected by illicit substance use, withdrawal symptoms, or a Fetal Alcohol Spectrum Disorder in order to:

3.9.1. Ensure the safety and well-being of the infant.

3.9.2. Address the health and opioid use treatment needs of the infant and affected family members or caregivers.

3.9.3. Ensure that appropriate referrals are made.

3.9.4. Ensure services are delivered to the infant and affected family members or caregivers.

3.10. The Contractor shall ensure consistent communication with DCYF for families involved with the agency through the use of training including, but not limited to:

3.10.1. All-staff training regarding sharing information with DCYF through the Contractor's brown bag lunch series.

3.10.2. DCYF-representative additional training through the Contractor's brown bag lunch series.

3.10.3. All-staff attendance in a one-day training in January 2019 to understand the SB549 legislation and how the Contractor is complying with it.

3.11. The Contractor shall provide parenting supports to patients through the use of "Clinical Guidance for Teaching Pregnant and Parenting Women with Opioid Use Disorder and Their Infants" established by SAMHSA which includes, but is not limited to:

3.11.1. Parenting groups.

3.11.2. Childbirth education.

3.11.3. Safe sleep education.

3.11.4. Well child education.

3.12. The Contractor shall provide trauma-informed MAT services and supports to pregnant and postpartum women.

4. Staffing

4.1. The Contractor shall meet the minimum MAT team staffing requirements which includes, but is not limited to, a minimum of:

4.1.1. One (1) waivered prescriber.

4.1.2. One (1) Masters Licensed Alcohol and Drug Counselor (MLADC); or master licensed behavioral health provider with addiction training.

4.1.3. One (1) non-clinical/administrative staff.

4.1.4. Two (2) MAT Nurse Care Coordinators.

4.2. The Contractor shall ensure that all unlicensed staff providing treatment, education, and/or RSS:

4.2.1. Are under the direct supervision of a licensed supervisor.

4.2.2. Receive confidentiality training pursuant to vendor policies and procedures in compliance of NH State administrative rule, and state and federal laws.

4.3. The Contractor shall ensure that no licensed supervisor supervises more than twelve (12) unlicensed staff, unless the Department has approved an alternative supervision plan.

4.4. The Contractor shall ensure that unlicensed staff providing clinical or recovery support services hold a CRSW within twelve (12) months of hire or from the effective date of this contract, whichever is later.

5. Training

5.1. The Contractor shall ensure the availability of initial and on-going training resources to all staff to include buprenorphine waiver training for interested physicians, nurse practitioners, and physician assistants.

5.2. The Contractor shall develop a plan, for Department approval, to train and engage appropriate staff regarding buprenorphine waiver training including, but not limited to:

5.2.1. Providing a training stipend to encourage physicians to become a waivered prescriber.

5.2.2. Providing eight (8) hours of required training.

5.3. The Contractor shall participate in training and technical assistance activities as directed by the Department including, but not limited to the Community of Practice for MAT which may include, but is not limited to:

5.3.1. Project-specific trainings, including trainings on coordinating client referrals for collection of data through the Government Performance and Results Modernization Act of 2010 (GPRA).

5.3.2. Quarterly web-based discussions.

5.3.3. On-site technical assistance visits.

5.3.4. Ad hoc communication with expert consultants regarding MAT clinical care topics including, but not limited to:

5.3.4.1. HCV and HIV prevention.

5.3.4.2. Diversion risk mitigation.

5.3.4.3. Other relevant issues.

5.4. The Contractor shall train staff as appropriate on relevant topics including, but not limited to:

5.4.1. MAT (e.g. prescriber training for buprenorphine).

5.4.2. Care coordination.

5.4.3. Trauma-informed wrap around care/RSS delivery best practices.

5.4.4. Evidence-Based Practices (EBPs) such as Screening, Brief Intervention, and Referral to Treatment (SBIRT), Cognitive Behavioral Therapy (CBT), and other training needs.

5.4.5. Safeguarding protected health information (PHI), substance use disorder treatment information (SUD) and any individually identifiable patient information.

5.5. The Contractor shall create policies and procedures, and provide training to the MAT Team to ensure transfer of information is accomplished according to acceptable practices.

6. Reporting and Deliverable Requirements

6.1. The Contractor shall ensure their MAT Nurse Care Coordinators coordinate the sharing of client data and service needs with the Hub(s) to ensure that each patient served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

6.2. The Contractor shall gather and submit de-identified, aggregate patient data to the Department quarterly using a Department-approved method. The data collected will include, but not be limited to:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received.

6.2.5. Types of MAT received.

6.2.6. Length of stay in treatment.

6.2.7. Employment status.

6.2.8. Criminal justice involvement.

6.2.9. Housing.

6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA.

6.4. The Contractor shall provide a final report with de-identified, aggregate data to the Department within thirty (30) days of the termination of the contract regarding work plan progress including, but not limited to:

6.4.1. Policies and practices established.

6.4.2. Outreach activities.

6.4.3. Demographics (gender, age, race, ethnicity) of population served.

6.4.4. Outcome data (as directed by the Department).

6.4.5. Patient satisfaction findings.

6.4.6. Description of challenges encountered and action taken.

6.4.7. Other progress to date.

6.4.8. A sustainability plan to continue to provide MAT services to the target population(s) beyond the completion date of the contract, subject to approval by the Department.

7. Performance Measures

7.1. The Contractor shall ensure that 50% of individuals with OUD referred to the Contractor for MAT services receive at least three (3) clinically-appropriate, MAT-related services including, but not limited to:

7.1.1. Care Coordinator.

7.1.2. SBIRT.

7.1.3. Behavioral Health Evaluation.

7.1.4. Referral to ASAM-identified appropriate level of care.

7.1.5. Continued coordination with the treatment program.

7.2. The Contractor shall ensure that 100% of patients seeking services under this proposed contract that enter care directly through the Contractor who consent to information sharing with the Hub(s) receive a Hub referral for ongoing care coordination through the use of a primary team of the Nurse Care Coordinator and the MLADC.

7.3. The Contractor shall ensure that 100% of patients referred to them by Hub(s) have proper consents in place for transfer of information for the purposes of data collection between the Hub(s) and the Contractor.

1. General

1.1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

1.3. This contract is funded with funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Administration, Catalog of Federal Domestic Assistance (CFDA #) 93.788.

1.4. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

1.5. Payment for said services shall be made monthly as follows:

1.5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

1.5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.

1.5.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

1.5.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

1.5.5. In lieu of hard copies, all invoices shall be assigned an electronic signature and emailed to Abby.Shockley@dhhs.nh.gov.

1.5.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.

1.6. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

1.7. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

2. State Opioid Response (SOR) Grant Standards

2.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Hubs that comply with all applicable confidentiality laws, including 42 CFR Part 2.

2.2. In order to receive payment for any invoices submitted to the Department for services provided through SOR grant funded initiatives, the Contractor shall complete patient referrals to applicable Hubs for substance use disorder services within two (2) business days of a client's admission to the program. The Department shall verify patient referrals through audits of Contractor invoices.

2.3. The Contractor shall ensure that only FDA-approved MAT for OUD is utilized. FDA-approved MAT for OUD includes:

2.3.1. Methadone.

2.3.2. Buprenorphine products, including:

2.3.2.1. Single-entity buprenorphine products.

2.3.2.2. Buprenorphine/naloxone tablets,

2.3.2.3. Buprenorphine/naloxone films.

2.3.2.4. Buprenorphine/naloxone buccal preparations.

2.3.2.5. Long-acting injectable buprenorphine products.

2.3.2.6. Buprenorphine implants.

2.3.2.7. Injectable extended-release naltrexone.

2.4. The Contractor shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

2.5. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.

2.5.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

2.5.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.

2.6. The Contractor shall ensure that patients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

2.7. The Contractor shall assist patients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

2.8. The Contractor shall accept patients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

2.9. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for patients identified as at risk of or with HIV/AIDS.

2.10. The Contractor shall ensure that all patients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

New Hampshire Department of Health and Human Services

Contractor Name: Elliot Hospital

Budget Request for: Medication Assisted Treatment (RFP-2019-BDAS-05-MEDIC)

Budget Period: SFY 19 (Upon G&C approval - 6/30/19)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 251,293	$ 17,140	$ 268,433	$ 171,398	$ 17,140	$ 188,538	$ 79,895	$ -	$ 79,895
2. Employee Benefits	$ 74,468	$ 5,050	$ 79,517	$ 50,499	$ 5,050	$ 55,549	$ 23,969	$ -	$ 23,969
3. Consultants	$ 27,143	$ 2,714	$ 29,857	$ 27,143	$ 2,714	$ 29,857	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 2,288	$ 229	$ 2,517	$ 2,288	$ 229	$ 2,517	$ -	$ -	$ -
5. Supplies:	$ 1,841	$ 184	$ 2,025	$ 1,841	$ 184	$ 2,025	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 460	$ 46	$ 506	$ 460	$ 46	$ 506	$ -	$ -	$ -
7. Occupancy	$ 7,732	$ 773	$ 8,505	$ 7,732	$ 773	$ 8,505	$ -	$ -	$ -
8. Current Expenses	$ 920	$ 92	$ 1,012	$ 920	$ 92	$ 1,012	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 200,000	$ 20,000	$ 220,000	$ 200,000	$ 20,000	$ 220,000	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,841	$ 184	$ 2,025	$ 1,841	$ 184	$ 2,025	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Recovery Support Services: transportation/childc	$ 11,850	$ -	$ 11,850	$ -	$ -	$ -	$ 11,850	$ -	$ 11,850
14. Waiver Training Stipends	$ 20,000	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	$ 20,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 599,836	$ 46,412	$ 646,249	$ 464,122	$ 46,412	$ 510,536	$ 135,714	$ -	$ 135,714
Indirect As A Percent of Direct		7.7%							

Contractor Initials

Date 1-36-18

New Hampshire Department of Health and Human Services

Contractor Name: Elliot Hospital

Budget Request for: Medication Assisted Treatment (RFP-2019-BDAS-05-MEDIC)

Budget Period: SFY 20 (7/1/19-6/30/20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 294,727	$ 20,102	$ 314,829	$ 201,022	$ 20,102	$ 221,124	$ 93,705	$ -	$ 93,705
2. Employee Benefits	$ 87,339	$ 5,823	$ 93,261	$ 59,227	$ 5,823	$ 65,150	$ 28,111	$ -	$ 28,111
3. Consultants	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 2,159	$ 216	$ 2,375	$ 2,159	$ 216	$ 2,375	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 540	$ 54	$ 594	$ 540	$ 54	$ 594	$ -	$ -	$ -
7. Occupancy	$ 9,068	$ 907	$ 9,975	$ 9,068	$ 907	$ 9,975	$ -	$ -	$ -
8. Current Expenses	$ 1,080	$ 108	$ 1,188	$ 1,080	$ 108	$ 1,188	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,159	$ 216	$ 2,375	$ 2,159	$ 216	$ 2,375	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Recovery Support Services: transportation/childc	$ 13,898	$ -	$ 13,898	$ -	$ -	$ -	$ 13,898	$ -	$ 13,898
14. Waiver Training Stipends	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 410,969	$ 27,626	$ 438,495	$ 276,255	$ 27,626	$ 302,781	$ 135,714	$ -	$ 135,714
Indirect As A Percent of Direct		6.7%							

Contractor Initials

Date 11.30.18

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;

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.

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 EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP 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 EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP 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

Contractor Initials
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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.

20. **Contract Definitions:**

20.1. 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.

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

20.3. 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 and/or goods to be provided 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.

20.4. 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.

20.5. 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 time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials AJB
Date 11-30-18

REVISIONS TO GENERAL PROVISIONS

1. Section 2 of the General Provisions of this contract, Employment of Contractor/Services to be Performed, is replaced as follows:

   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 identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

2. Section 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. In the event of a reduction, termination, or modification of appropriated funds, the State shall also promptly notify the Contractor of such reduction or termination. 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.

3. Subsection 7.2 of the General Provisions of this contract, Personnel, is replaced as follows:

   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. The hiring of an individual in response to a generalized advertisement for employment shall not constitute a breach of this section.

4. Section 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 of

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 will reasonably cooperate with the other entity to minimize disruption in the 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.

5. Subsection 8.2.1 of Section 8 of the General Provisions of this contract, Event of Default/Remedies, is replaced as follows:

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 (3)) days from the date of the notice; and if the Event of Default is not remedied within the 30 day cure period, then terminate this Agreement, effective (2) days after giving the Contractor notice of termination.

6. Section 11 of the General Provisions of this contract, Contractor's Relation to the State is replaced as follows:

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. Moreover, as an independent contractor, the parties agree that the Contractor is not a state actor.

7. Section 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts is replaced as follows:

12. ASSIGNMENT/DELGATION/SUBCONTRACTS

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Hospital without the prior written notice and consent of the State, which shall not be unreasonably withheld.

8. Exhibit I, Health Insurance Portability Act Business Associate Agreement, is not applicable to this contract and is deleted in its entirety.

9. Renewal:
The Department and Contractor may agree to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of 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

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:

11-30-18
Date

Name: W Gregory Baxter, MD
Title: Chief Executive Officer

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-I.)

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:

11-30-18
Date

Name: W. Gregory Baxter, MD
Title: Chief Executive Officer

Contractor Initials
Date 11.30.18

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:

11-30-18
Date

Name: W. Gregory Baxter, MD
Title: Chief Executive Officer

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.

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:

11-30-18
Date

Name: G. Gregory Baxter, MD
Title: Chief Executive Officer

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:

11.30.18
Date

Name: G. Gregory Baxter, MD
Title: Chief Executive Officer

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

Contractor Initials AyR

Date 11.30.18

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:

11-30-18
Date

Name: W. Gregory Baxter, MD
Title: Chief Executive Officer

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: 131852394

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: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   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 ELLIOT HOSPITAL OF THE CITY OF MANCHESTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 21, 1881. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68025

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of February A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Charles Rolecek, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Elliot Hospital.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 10/18/2018:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 30th day of November, 2018.
(Date Contract Signed)

4. W. Gregory Baxter, MD is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Charles F. Rolecek
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 4th day of December 2018.

By Chuck Rolecek.
(Name of Elected Officer of the Agency)

J. E. F.
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:

JOHN E. FRIBERG JR. JUSTICE OF THE PEACE NEW HAMPSHIRE MY COMMISSION EXPIRES MAY 4, 2021

ELLIOT HEALTH SYSTEM

BOARD OF DIRECTORS RESOLUTION

RESOLVED, that effective September 1, 2018, W. Gregory Baxter, MD, President, is hereby designated as an authorized signatory on behalf of Elliot Health System. The authorized transactions include the establishment of accounts, deposit and withdrawal of funds, payment of funds by financial institution, borrowing money/obtaining credit, pledging collateral and wire transfers.

Paul W. Hoff

Paul Hoff, Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2018

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

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

PRODUCER	CONTACT NAME:	
Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Elliot Health Systems	C2753
INSURED Elliot Health System One Elliot Way Manchester, NH 03103	INSURER B: Safety National Casualty Corporation	15105
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W9202509 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			SELF INSURED TRUST	09/01/2018	09/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 0
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 0
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AGC4059249	09/01/2018	09/01/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Division/Location: Corporate/Boston

CERTIFICATE HOLDER

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

CANCELLATION

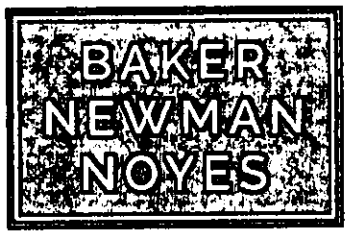
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie M Powers

OUR MISSION

Elliot Health System strives to...
INSPIRE wellness,
HEAL our patients, and
SERVE with compassion in
every interaction



Elliot Health System and Affiliates

Audited Consolidated Financial Statements

Years Ended June 30, 2017 and 2016
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

ELLIOT HEALTH SYSTEM AND AFFILIATES

AUDITED CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2017 and 2016

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Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
Elliot Health System

We have audited the accompanying consolidated financial statements of Elliot Health System and Affiliates (the System), which comprise the consolidated balance sheets as of June 30, 2017 and 2016, 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 (collectively, the financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 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 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the 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 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 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 financial statements referred to above present fairly, in all material respects, the financial position of the System as of June 30, 2017 and 2016, 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 LLC

Manchester, New Hampshire
September 26, 2017

ELLIOT HEALTH SYSTEM AND AFFILIATES

CONSOLIDATED BALANCE SHEETS

June 30, 2017 and 2016

ASSETS

	2017	2016
Current assets:		
Cash and cash equivalents	$114,998,559	$ 89,573,694
Accounts receivable, less allowance for doubtful accounts of $17,110,923 in 2017 and $14,547,784 in 2016 (notes 2, 5 and 10)	57,962,645	56,430,389
Inventories	3,525,379	3,368,686
Other current assets (note 3)	7,037,896	8,172,455
Current portion of assets whose use is limited held by trustee under revenue bond and note agreements (note 5)	–	970,000
Total current assets	183,524,479	158,515,224
Property, plant and equipment, less accumulated depreciation (notes 4, 5 and 11)	179,655,905	183,426,960
Other assets (note 2)	10,201,993	8,661,923
Assets whose use is limited (notes 6 and 12):		
Board designated and donor restricted investments	124,120,250	117,191,914
Held by trustee under revenue bond and note agreements (note 5)	28,342,297	13,188,434
Employee benefit plans and other (note 2)	14,746,583	12,527,047
Beneficial interest in perpetual trusts (note 2)	7,152,232	6,746,553
	174,361,362	149,653,948
Total assets	$547,743,739	$500,258,055

LIABILITIES AND NET ASSETS

	2017	2016
Current liabilities:		
Accounts payable and accrued expenses	$ 25,193,308	$ 19,903,440
Accrued salaries, wages and related accounts	28,661,165	29,043,469
Accrued interest	1,788,209	1,927,263
Amounts payable to third-party payors (note 3)	12,936,549	8,186,619
Current portion of long-term debt (note 5)	5,324,722	3,950,636
Total current liabilities	73,903,953	63,011,427
Accrued pension (note 7)	85,966,612	101,371,112
Self-insurance reserves and other liabilities (note 2)	30,354,660	26,351,579
Long-term debt, less current portion (note 5)	167,668,207	140,890,628
Total liabilities	357,893,432	331,624,746
Elliot Health System net assets:		
Unrestricted	172,241,725	152,108,056
Temporarily restricted	3,222,948	2,585,053
Permanently restricted	13,856,046	13,463,507
Total Elliot Health System net assets	189,320,719	168,156,616
Noncontrolling interests in consolidated affiliates	529,588	476,693
Total net assets	189,850,307	168,633,309
Total liabilities and net assets	$547,743,739	$500,258,055

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended June 30, 2017 and 2016

	2017	2016
Net patient service revenues (net of contractual allowances and discounts) (notes 2, 3, 8 and 13)	$545,629,818	$528,316,255
Provision for bad debts (notes 2, 3 and 8)	(26,745,940)	(20,512,702)
Net patient service revenues less provision for bad debts	518,883,878	507,803,553
Investment income (note 6)	2,912,408	2,475,413
Other revenues (note 3)	22,865,496	24,529,804
Total revenues	544,661,782	534,808,770
Expenses (note 9):		
Salaries, wages and fringe benefits (note 7)	337,491,831	316,421,193
Supplies and other expenses (note 11)	149,883,603	146,143,029
Depreciation and amortization	17,419,254	16,994,639
New Hampshire Medicaid Enhancement Tax (note 13)	21,273,658	21,584,396
Interest	7,732,382	8,277,963
Total expenses	533,800,728	509,421,220
Income from operations	10,861,054	25,387,550
Nonoperating (losses) gains, net:		
Loss on bond refunding (note 5)	(21,117,864)	–
Investment return, net (notes 2 and 6)	7,959,791	(4,916,540)
Other (notes 2 and 8)	1,313,228	1,307,110
Nonoperating losses, net	(11,844,845)	(3,609,430)
Consolidated (deficiency) excess of revenues and nonoperating losses over expenses before discontinued operations	(983,791)	21,778,120
Loss from discontinued operations (note 14)	(324,224)	(1,455,359)
Consolidated (deficiency) excess of revenues and nonoperating losses over expenses	(1,308,015)	20,322,761
Noncontrolling interest in the net gain of consolidated affiliates	(52,895)	(50,921)
(Deficiency) excess of revenues and nonoperating losses over expenses attributable to Elliot Health System	(1,360,910)	20,271,840
Pension adjustment (note 7)	21,494,579	(32,135,760)
Increase (decrease) in unrestricted net assets attributable to Elliot Health System	$ 20,133,669	$(11,863,920)

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended June 30, 2017 and 2016

	Elliot Health System					
	Unrestricted Net Assets	Tempo-rarily Restricted Net Assets	Perma-nently Restricted Net Assets	Total Elliot Health System Net Assets	Non-controlling Interests in Consolidated Affiliates	Total Net Assets
Balances at July 1, 2015	$163,971,976	$ 2,214,472	$13,556,290	$179,742,738	$425,772	$180,168,510
Excess of revenues and nonoperating (losses) gains over expenses	20,271,840	–	–	20,271,840	50,921	20,322,761
Restricted gifts and bequests	–	391,254	–	391,254	–	391,254
Investment return, net (note 6)	–	12,074	(92,783)	(80,709)	–	(80,709)
Net unrealized loss on investments (notes 2 and 6)	–	(32,747)	–	(32,747)	–	(32,747)
Pension adjustment (note 7)	(32,135,760)	–	–	(32,135,760)	–	(32,135,760)
(Decrease) increase in net assets	(11,863,920)	370,581	(92,783)	(11,586,122)	50,921	(11,535,201)
Balances at June 30, 2016	152,108,056	2,585,053	13,463,507	168,156,616	476,693	168,633,309
(Deficiency) excess of revenues and nonoperating losses over expenses	(1,360,910)	–	–	(1,360,910)	52,895	(1,308,015)
Restricted gifts and bequests	–	527,394	–	527,394	–	527,394
Investment return, net (note 6)	–	10,151	392,539	402,690	–	402,690
Net unrealized gain on investments (notes 2 and 6)	–	100,350	–	100,350	–	100,350
Pension adjustment (note 7)	21,494,579	–	–	21,494,579	–	21,494,579
Increase in net assets	20,133,669	637,895	392,539	21,164,103	52,895	21,216,998
Balances at June 30, 2017	$172,241,725	$ 3,222,948	$13,856,046	$189,320,719	$529,588	$189,850,307

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2017 and 2016

	2017	2016
Operating activities and net gains:		
Increase (decrease) in net assets	$ 21,216,998	$ (11,535,201)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities and net gains (losses):		
Depreciation and amortization	17,419,254	16,994,639
Loss on disposal of property, plant and equipment	554,826	135,671
Restricted investment (income) loss and net (gain) loss on investments	(402,690)	80,709
Restricted gifts and bequests	(527,394)	(391,254)
Pension adjustment	(21,494,579)	32,135,760
Net realized and unrealized (gains) losses on investments	(7,674,855)	5,304,462
Loss on bond refunding	21,117,864	–
Changes in operating assets and liabilities:		
Accounts receivable, net	(1,532,256)	(5,127,225)
Inventories	(156,693)	(115,233)
Other current and noncurrent assets	(405,511)	17,876,040
Accounts payable and accrued expenses	6,587,217	668,308
Accrued salaries, wages and related accounts	(382,304)	(1,936,327)
Accrued interest	810,239	(10,743)
Accrued pension	6,090,079	2,104,105
Self-insurance reserves and other liabilities	4,034,821	(10,895,991)
Amounts payable to third-party payors	4,749,930	2,717,765
Net cash provided by operating activities and net gains (losses)	50,004,946	48,005,485
Investing activities:		
Acquisition of property, plant and equipment	(18,894,460)	(16,730,352)
Proceeds from the sale of property, plant and equipment	3,473,690	–
Net change in assets whose use is limited	(16,062,559)	(11,944,876)
Net cash used by investing activities	(31,483,329)	(28,675,228)
Financing activities:		
Proceeds from issuance of long-term debt, net of bond issuance costs	146,509,205	2,100,000
Repayment of long-term debt	(144,923,124)	(5,899,698)
Original issue premium/discount	16,616,991	–
Restricted investment income (expense) and net gain (loss) on investments	402,690	(80,709)
Restricted gifts and bequests	527,394	391,254
Deposit to refunding bond escrow	(12,229,908)	–
Net cash provided (used) by financing activities	6,903,248	(3,489,153)
Increase in cash and cash equivalents	25,424,865	15,841,104
Cash and cash equivalents at beginning of year	89,573,694	73,732,590
Cash and cash equivalents at end of year	$ 114,998,559	$ 89,573,694
Noncash investing and financing activities:		
Fixed asset additions in accounts payable at year end	$ –	$ 1,329,089
Financing of equipment with a capital lease	–	95,491

See accompanying notes.

1. Organization

Elliot Health System and Affiliates (the System) consists of Elliot Health System (EHS), a not-for-profit corporation which functions as a parent company to several not-for-profit and for-profit health care entities, and its wholly-owned subsidiaries. EHS is the sole member of the following not-for-profit entities: Elliot Hospital, a provider of health care services whose affiliates also include Elliot Physician Network (EPN), a network of primary care physicians, and Elliot Professional Services (EPS), a network of specialty care physicians (collectively referred to as the Hospital); Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates (the VNA), a provider of home health care and hospice services; and Mary and John Elliot Charitable Foundation, a charitable foundation which supports the System. EHS is also the sole stockholder of Elliot Health System Holdings, Inc. and Subsidiaries, a for-profit corporation which owns interests in health care related and real estate development partnerships and provides real estate and business management services.

Elliot Hospital (excluding EPN and EPS) and EHS comprise the Obligated Group as defined under a Master Trust Indenture dated November 1, 2016 (as amended) related to the 2009, 2013 and 2016 bond offerings. See note 5.

The System also participates in certain strategic affiliation and joint operating agreements with outside entities.

2. Significant Accounting Policies

The accounting policies that affect the more significant elements of the financial statements of the System are summarized below:

Principles of Consolidation

The financial statements include the accounts of EHS and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in the consolidation. Noncontrolling interests in less-than-wholly-owned subsidiaries of the System are presented as a component of total net assets to distinguish between the interests of the System and the interests of the noncontrolling owners. Revenues, expenses and nonoperating losses from these subsidiaries are included in the amounts presented on the statements of operations. (Deficiency) excess of revenues and nonoperating losses over expenses attributable to the System separately presents the amounts attributable to the controlling interest for each of the years presented.

Noncontrolling Interests

Noncontrolling interests represent the portion of equity in a subsidiary not attributable, directly or indirectly, to a parent. The System's accompanying financial statements include all assets, liabilities, revenues and expenses at their amounts, which include the amounts attributable to the System and the noncontrolling interest. The System recognizes as a separate component of net assets and earnings the portion of income or loss attributable to noncontrolling interests based on the portion of the entity not owned by the System.

2. **Significant Accounting Policies (Continued)**

Charity Care

The System's patient acceptance policy is based on its mission and its community service responsibilities. Accordingly, the System accepts patients in immediate need of care, regardless of their ability to pay. It does not pursue collection of amounts determined to qualify as charity care based on established policies. These policies define charity care as those services for which no payment is due for all or a portion of the patient's bill. For financial reporting purposes, charity care is excluded from net patient service revenue.

In estimating the cost of providing charity care, the System uses the ratio of average patient care cost to gross charges and then applies that ratio to the gross uncompensated charges associated with providing charity care.

Cash and Cash Equivalents

Cash and cash equivalents include short-term investments and secured repurchase agreements which have an original maturity of three months or less when purchased.

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

Net Patient Service Revenues and Accounts Receivable

The System has agreements with third-party payors that provide for payments 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.

The System 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 System provides a discount approximately equal to that of its largest private insurance payors.

The provision for bad debts is based upon management's assessment of historical and expected net collections considering historical business and economic conditions, trends in health care coverage, and other collection indicators. The System records a provision for bad debts in the period services are provided related to self-pay patients, including both insurance patients and patients with deductible and copayment balances due for which third-party coverage exists for a portion of their balance.

2. **Significant Accounting Policies (Continued)**

Periodically throughout the year, management assesses the adequacy of the allowance for doubtful accounts based upon historical write-off experience. The results of this review are then used to make any modifications to the provision for bad debts to establish an appropriate allowance for doubtful accounts. The increase in the provision for bad debts in 2017 is driven primarily by an overall increase in self pay revenues. Accounts receivable are written off after collection efforts have been followed in accordance with internal policies.

Income Taxes

The System and all related entities, with the exception of Elliot Health System Holdings, Inc. and Subsidiaries, 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 the financial statements. Elliot Health System Holdings, Inc. is a holding company and its subsidiaries are for-profit companies subject to federal and state taxation. Income taxes are recorded based upon the asset and liability method.

At June 30, 2017, the System has recorded $254,565 of prepaid federal and state income taxes in other current assets and, at June 30, 2016, the System has recorded $117,577 of accrued federal and state income taxes recorded in accounts payable and accrued expenses. The total provision for federal and state current tax expense is recorded in other nonoperating (losses) gains and is $340,258 and $110,936 at June 30, 2017 and 2016, respectively. At June 30, 2017, the System has a deferred tax asset of $3,064,832 which is included in other assets, mainly relating to depreciation differences between book and tax on property, plant and equipment. A valuation allowance that was previously established to offset the deferred tax asset was reversed in 2017, as a history of cumulative taxable income indicating the realizability of the deferred tax asset in future years become probable. As a result of the valuation allowance reversal, the System recognized a deferred tax benefit of $3,064,382 in nonoperating (losses) gains.

Elliot Health System Holdings, Inc. believes that it has appropriate support for the income tax positions taken and to be taken on tax returns, and that their accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Elliot Health System Holdings, Inc. has concluded there are no significant uncertain tax positions requiring disclosure and there is no material liability for unrecognized tax benefits. Elliot Health System Holdings, Inc.'s policy is to recognize interest related to unrecognized tax benefits in interest expense and penalties in income tax expense.

Performance Indicator

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenues and expenses. Peripheral transactions are reported as nonoperating gains or losses.

2. **Significant Accounting Policies (Continued)**

The statements of operations also include (deficiency) excess of revenues and nonoperating losses over expenses attributable to both controlling and noncontrolling interests. Changes in unrestricted net assets which are excluded from (deficiency) excess of revenues and nonoperating losses over expenses, consistent with industry practice, include net assets released from restriction for capital purchases, and pension adjustments.

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 in the statements of operations 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 financial statements.

Investments and Investment Income

Investments, including funds held by trustee under revenue bond and note agreements, are measured at fair value in the balance sheets. Interest and dividend income on unlimited use investments and operating cash is reported within operating revenues. Investment income or loss on assets whose use is limited (including realized and unrealized gains and losses on investments, and interest and dividends) is reported as nonoperating (losses) gains. The System has elected to reflect changes in the fair value of investments and assets whose use is limited, including both increases and decreases in value whether realized or unrealized in nonoperating gains or losses.

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 restricted by the donor for use in nursing education and women's and children's services. The System's interest in the fair value of the trust assets is included in assets whose use is limited. Changes in the market 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.

2. Significant Accounting Policies (Continued)

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 Directors.

Management of these assets is designed to maximize total return while preserving the capital values of the funds, protecting the funds from inflation and providing liquidity as needed. The objective is to provide a real rate of return that meets inflation, plus 4.5%, over a long-term time horizon (greater than 7 to 10 years).

The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

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 currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal, including its appreciation, intact.

Inventories

Inventories of supplies and pharmaceuticals are carried at the lower of cost, determined on a weighted-average method, or market.

Bond Issuance Costs/Original Issue Premium or Discount

The bond issuance costs incurred to obtain financing for construction and renovation programs and the original issue premium or discount are being amortized over the life of the bonds. The original issue premium or discount and bond issuance costs are presented as a component of the face amount of bonds payable.

2. Significant Accounting Policies (Continued)

Property, Plant and Equipment

Property, plant and equipment is stated at cost at time of purchase, or fair market value at time of donation, less reductions in carrying value based upon impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs for expenditures which do not extend the lives of the related assets. The provision for depreciation is computed on the straight-line method at rates intended to amortize the cost of the related assets over their estimated useful lives. Assets which have been purchased but not yet placed in service are included in construction and projects in progress and no depreciation expense is recorded.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred.

Advertising Expense

Advertising costs are expensed as incurred and totaled approximately $1,678,000 and $1,523,000 in 2017 and 2016, respectively.

Retirement Benefits

The System maintains a defined benefit pension plan for certain of its employees, the Elliot Health System Pension Plan (the Plan).

Effective July 1, 2006, the Plan was amended to close the Plan to employees hired after June 30, 2006. Eligible employees hired prior to July 1, 2006 are grandfathered under the Plan and will continue to accrue benefits as long as they remain at a participating System entity and in an eligible status.

The System's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974, plus such additional amounts as might be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Internal Revenue Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

The System provides a defined contribution program for all eligible employees hired on or after July 1, 2006. Under this program, eligible employees may receive annual employer contributions to a System sponsored 403(b) plan or 401(k) plan up to 3% of annual base pay.

The System also provides matching contributions at the discretion of the System to a 403(b) plan or 401(k) plan for eligible employees hired on or after July 1, 2006 equal to up to one-half of the employee's contribution to a maximum of 4% of their annual base pay. Total expense incurred by the System was $3,627,654 and $3,857,289 under these defined contribution plans for the years ended June 30, 2017 and 2016, respectively.

2. **Significant Accounting Policies (Continued)**

The System sponsors deferred compensation plans for certain qualifying employees. The amounts ultimately due to employees are to be paid upon the employees attaining certain criteria, including age. At June 30, 2017 and 2016, $14,746,583 and $12,527,047, respectively, is reflected in assets whose use is limited and $14,746,583 and $12,527,047, respectively, in other long-term liabilities related to such agreements.

Workers' Compensation

The System is self-insured for workers' compensation. The System has secured its obligation through a surety bond. The System maintains an excess insurance policy to limit its exposure on claims to $650,000 per occurrence. Reserves for claims made and potential unreported claims have been established to provide for incurred but unpaid claims. The amount of the reserve has been determined by an actuarial consultant.

Employee Health and Dental Insurance

The System maintains its own self-insurance plan for employee health and dental. Under the terms of the plan, employees meeting certain eligibility requirements and their dependents are eligible for participation and, as such, the System is responsible for the administration of the plan and any resultant liability incurred. The System maintains individual stop-loss insurance coverage.

Employee Fringe Benefits

Most of the System's entities have an earned time plan. Under this plan, each qualifying employee earns paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays or illnesses. Hours earned but not used are vested with the employee and are paid to the employee upon termination subject to certain limits. The System accrues a liability for such paid leave as it is earned and was approximately $13,453,000 and $12,387,000 at June 30, 2017 and 2016, respectively, and is recorded in accrued salaries, wages and related accounts on the accompanying balance sheets.

Malpractice Loss Contingencies

The System is 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 maintains excess professional and general liability insurance policies to cover claims in excess of liability retention levels. At June 30, 2017, 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 specific loss accruals. 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. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

2. **Significant Accounting Policies (Continued)**

Effective February 1, 2011 through December 31, 2014, the System insured its medical malpractice risks through a multiprovider captive insurance company. The captive retained and funded up to actuarial expected loss amounts, and obtained reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. On December 31, 2014, the System exited the captive and, in 2016, a final settlement agreement was reached. The System realized a gain on exit of the captive totaling $2,216,605 in 2016 which is included in other nonoperating (losses) gains on the statements of operations.

In accordance with Accounting Standards Update (ASU) No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries* (ASU 2010-24), at June 30, 2017 and 2016, the System recorded a liability of $13,924,488 and $11,887,355, respectively, related to estimated professional liability losses relating to reported cases as well as potentially incurred but not reported claims. At June 30, 2017 and 2016, the System also recorded a receivable of $1,685,575 and $3,265,599, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in self-insurance reserves and other liabilities, and other assets, respectively, on the balance sheets.

Litigation

The System is involved in litigation and regulatory reviews 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.

Fair Value of Financial Instruments

The fair value of financial instruments is determined by reference to various market data and other valuation techniques as appropriate. Financial instruments consist of cash and cash equivalents, investments, accounts receivable, assets whose use is limited, accounts payable, amounts payable to third-party payors and long-term debt.

The fair value of all financial instruments other than long-term debt approximates their relative book value as these financial instruments have short-term maturities or are recorded at fair value as disclosed in note 12. The fair value of the System's long-term debt is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements, and is disclosed in note 5 to the financial statements.

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 financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are used when accounting for the allowance for doubtful accounts, insurance costs, alternative investment funds, employee benefit plans, contractual allowances, amounts payable to third-party payors and contingencies. It is reasonably possible that actual results could differ from those estimates. Adjustments made with respect to the use of estimates often relate to improved information not previously available.

2. Significant Accounting Policies (Continued)

Reclassifications

Certain 2016 amounts have been reclassified to permit comparison with the 2017 financial statements presentation format.

Subsequent Events

Events occurring after the balance sheet date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through September 26, 2017 which is the date the financial statements were available to be issued.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the System expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the System on July 1, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842),* which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the System beginning July 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on the System's financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for the System on July 1, 2018, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2016-14 on its financial statements.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation — Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (ASU 2017-07). ASU 2017-07 will require that an employer report the service cost component of net periodic pension cost in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic pension cost are required to be presented in the income statement separately from the service cost component and outside a subtotal of income from operations, if one is presented. ASU 2017-07 is effective for the System on July 1, 2019 with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2017-07 on its financial statements.

3. Patient Service and Other Revenues

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for bad debts recognized in 2017 and 2016 from major payor sources, is as follows:

	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Bad Debts	Net Patient Service Revenues Less Provision for Bad Debts
2017				
Private payors (includes coinsurance and deductibles)	$ 540,931,290	$198,407,319	$18,747,977	$323,775,994
Medicaid	151,842,625	104,584,479	602,123	46,656,023
Medicare	447,815,359	303,498,958	2,114,477	142,201,924
Self-pay	21,958,082	10,426,782	5,281,363	6,249,937
	$1,162,547,356	$616,917,538	$26,745,940	$518,883,878
2016				
Private payors (includes coinsurance and deductibles)	$ 525,558,669	$188,888,877	$12,549,670	$324,120,122
Medicaid	167,363,009	116,295,840	1,571,274	49,495,895
Medicare	412,787,230	280,144,004	1,591,785	131,051,441
Self-pay	15,213,312	7,277,244	4,799,973	3,136,095
	$1,120,922,220	$592,605,965	$20,512,702	$507,803,553

Various entities of the System maintain contracts with the Social Security Administration (Medicare) and the State of New Hampshire Department of Health and Human Services (Medicaid). The entities are paid a prospectively determined fixed price for Medicare and Medicaid inpatient acute care services depending on the type of illness or the patient's diagnostic related group classification. Reimbursement for Medicare for outpatient services is based upon a prospective standard rate for procedures performed or services rendered. Home health care and hospice services are reimbursed prospectively on a per episode or per diem basis. Physician services are reimbursed on established and/or negotiated fee schedules. Capital costs and certain Medicare and Medicaid outpatient services are also reimbursed on a prospectively determined fixed rate. The entities receive payment for other Medicare and Medicaid inpatient and outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. The percentage of net patient service revenue earned from the Medicare and Medicaid programs was 26% and 9%, respectively, in 2017 and 25% and 10%, respectively, in 2016.

3. **Patient Service and Other Revenues (Continued)**

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The System believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenues in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payors increased net patient service revenues by approximately $2,857,000 and $1,341,000 in 2017 and 2016, respectively.

The various System entities also maintain contracts with Anthem Blue Cross, Cigna, Harvard Pilgrim Health Care, certain commercial carriers, managed care plans and preferred provider organizations. The basis for payment under these agreements includes prospectively determined rates per discharge and per day, discounts from established charges and fee schedules.

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 certain Stage I Year 2 meaningful use attestations with CMS. Revenue totaling approximately $632,000 and $483,000 associated with these meaningful use attestations was recorded as other revenue for the years ended June 30, 2017 and 2016, respectively. In addition, receivable amounts of $157,302 and $416,615 were recorded in other current assets at June 30, 2017 and 2016, respectively.

4. Property, Plant and Equipment

The major categories of property, plant and equipment are as follows at June 30:

	2017	2016
Operating properties:		
Land and land improvements	$ 11,421,151	$ 12,907,709
Buildings and fixed equipment	205,201,112	202,319,840
Major movable equipment	178,556,940	164,273,750
Construction and projects in progress	7,246,108	9,024,710
	402,425,311	388,526,009
Less accumulated depreciation	(252,749,988)	(237,497,117)
	149,675,323	151,028,892
Rental properties:		
Land and land improvements	6,360,294	7,360,295
Buildings and fixed equipment	45,523,160	45,461,039
Major movable equipment	125,759	124,961
Construction and projects in progress	1,060,743	718,767
	53,069,956	53,665,062
Less accumulated depreciation	(23,089,374)	(21,266,994)
	29,980,582	32,398,068
Net property, plant and equipment	$ 179,655,905	$ 183,426,960

5. Debt

Long-term debt consists of the following at June 30:

	2017	2016
Business Finance Authority of the State of New Hampshire - Revenue Bonds:		
Elliot Hospital Obligated Group Series 2009A Bonds with interest ranging from 4.0% to 6.125% per year and required sinking fund installments of amounts ranging from $735,000 to $10,840,000 through October 1, 2039. Refunded in November 2016	$ –	$127,440,000
Less unamortized original issue discount	–	(1,712,446)
	–	125,727,554

5. **Debt (Continued)**

	2017	2016
New Hampshire Health and Education Facilities Authority - Revenue Bonds:		
Elliot Hospital Obligated Group Series 2016 Bonds with interest ranging from 2.00% to 5.00% per year. Principal payments commence in October 2017 and are payable in annual installments ranging from $2,555,000 to $10,915,000 through October 2038	$147,020,000	$ –
Plus unamortized original issue premium/discount	16,638,511	–
	163,658,511	–
Elliot Hospital Obligated Group Series 2013 bonds with a fixed interest rate of 2.05% per year and a total monthly payment of $217,925 of principal and interest through October 1, 2020	8,415,888	10,828,700
Notes payable – see below	1,450,000	9,755,323
Capital lease obligations – see note 11	87,716	221,997
	173,612,115	146,533,574
Less current portion	(5,324,722)	(3,950,636)
Less net unamortized bond issuance costs	(619,186)	(1,692,310)
	$167,668,207	$140,890,628

On November 15, 2016, the Hospital refunded its existing 2009 Series Bonds outstanding of $126,470,000 through the issuance of $147,020,000 in fixed rate New Hampshire Health and Education Facilities Authority Revenue Bonds with interest rates ranging from 2.00% to 5.00%. Although the refunding transaction will reduce the Hospital's total interest costs through the maturity of the refunded bonds, the Hospital has realized an accounting loss in the accompanying 2017 financial statements primarily as a result of establishing the refunding escrow for the 2009 Series Bonds, as well as the write-off of certain prior deferred financing costs and the remaining original issue discount. The loss on bond refunding recognized for the year ended September 30, 2017 was $21,117,864. As of June 30, 2017, the balance of defeased 2009 Series Bonds payable not included in the accompanying balance sheets was $126,470,000.

Prior to the refunding of the existing 2009 Series Bond, debt service and interest funds were required to provide for payment of principal and interest if the Obligated Group failed to make required payments. The funds were held by a trustee. At June 30, 2016 the balance in the debt service interest fund was $2,658,589 and the balance in the debt service reserve fund was $11,499,845.

The Obligated Group's agreement with the New Hampshire Health and Education Facilities Authority for the 2016 and 2013 Bonds grants the Authority a security interest in the Hospital's gross receipts and a mortgage on the Hospital's existing and future facilities and equipment. In addition, under the terms of the master indenture, the Obligated Group is required to meet certain covenants requirements. For the years ended June 30, 2017 and 2016, the Hospital was in compliance with all required financial covenants.

5. Debt (Continued)

The System had a mortgage payable to a bank in the amount of $3,649,165 with an interest rate of 1.95% at June 30, 2016. This mortgage was paid in full during 2017. The System also had a secured note with a bank in the amount of $2,056,158 at June 30, 2016 at a fixed interest rate of 3.08%. This note was paid in full during 2017.

The System has a note payable in the amount of $1,450,000 at June 30, 2017 ($1,550,000 at June 30, 2016), the proceeds of which were used for certain property improvements. Interest is payable annually at the fixed rate of 4.61% for the first 10 years, after which it will become variable. Principal and interest are payable annually through the maturity date of December 29, 2031.

In 2011, Elliot Hospital entered into a $2,500,000 note payable to finance a land purchase. This note was refinanced with a bank in 2014. The outstanding principal balance of the refinanced note was paid in full in November 2016. Interest was payable annually at the rate of LIBOR plus 1.50%.

Interest paid totaled $7,871,434 and $8,318,472 for the years ended June 30, 2017 and 2016, respectively. There was no interest capitalized for the year ended June 30, 2017 or 2016.

Aggregate annual principal payments required under the bonds, note and capital lease agreements for each of the five years ending June 30 are approximately as follows: 2018 - $5,325,000; 2019 - $5,347,000; 2020 - $5,543,000; 2021 - $5,784,000; and 2022 - $6,065,000.

The fair value, based on current market rates of the System's long-term debt, was approximately $175,591,000 and $166,455,000 as of June 30, 2017 and 2016, respectively.

During 2012, the System entered into a $15,000,000 unsecured line of credit agreement with a bank which is due on demand. The line of credit agreement bears interest at LIBOR plus 1.15% (2.37% at June 30, 2017). At June 30, 2017 and 2016, there were no borrowings outstanding under this agreement.

6. Assets Whose Use is Limited

Assets whose use is limited at fair value are comprised of the following at June 30:

	2017	2016
Cash and equivalents	$ 33,844,093	$ 10,464,562
Marketable equity securities	67,785,239	55,586,634
U.S. Government obligations and corporate bonds	42,295,675	57,123,588
Employee benefit plans and other	14,746,583	12,527,047
Beneficial interest in perpetual trusts	7,152,232	6,746,553
Alternative investments	8,537,540	8,175,564
	$174,361,362	$150,623,948

6. **Assets Whose Use is Limited (Continued)**

Board designated and donor restricted investments of various System entities are pooled into the Elliot Common Trust Fund LLC, along with self-insured trust funds, and are comprised of the following at June 30:

	2017	2016
Board designated:		
Capital, working capital and community service	$100,170,704	$ 91,557,988
Self-insurance	12,756,557	14,916,856
	112,927,261	106,474,844
Donor restricted and other	11,192,989	10,717,070
	$124,120,250	$117,191,914

Investment income, and realized and unrealized gains (losses) on investments are summarized as follows for the years ended June 30:

	2017	2016
Unrestricted investment income and net gains (losses) on investments are summarized as follows:		
Investment income	$ 2,912,408	$ 2,475,413
Nonoperating investment income	385,286	355,175
Realized gain on sale of investments, net	806,815	1,288,952
Net unrealized gain (loss) on investments	6,767,690	(6,560,667)
	10,872,199	(2,441,127)
Restricted investment income and net gains (losses) on investments are summarized as follows:		
Investment income (loss) and net income (loss) on investments	402,690	(80,709)
Net unrealized gain (loss) on investments	100,350	(32,747)
	503,040	(113,456)
Total restricted and unrestricted	$11,375,239	$ (2,554,583)

7. Retirement Benefits

A reconciliation of the changes in the Elliot Health System Pension Plan's projected benefit obligation and the fair value of plan assets and a statement of funded status of the plan are as follows as of and for the years ended June 30:

	2017	2016
Changes in benefit obligation:		
Projected benefit obligations, beginning of year	$(362,478,770)	$(300,691,792)
Service cost	(10,045,166)	(8,848,249)
Interest cost	(13,349,618)	(13,283,290)
Benefits paid	5,679,552	5,033,036
Actuarial gain (loss)	14,820,849	(45,633,161)
Administrative expenses paid	1,476,802	944,686
Projected benefit obligations, end of year	$(363,896,351)	$(362,478,770)
Changes in plan assets:		
Fair value of plan assets, beginning of year	$ 261,107,658	$ 233,560,545
Actual return on plan assets	13,978,435	23,524,835
Contributions by plan sponsor	10,000,000	10,000,000
Benefits paid	(5,679,552)	(5,033,036)
Actual administrative expense paid	(1,476,802)	(944,686)
Fair value of plan assets, end of year	$ 277,929,739	$ 261,107,658
Funded status:		
Fair value of plan assets	$ 277,929,739	$ 261,107,658
Projected benefit obligations	(363,896,351)	(362,478,770)
Funded status of the plan	$ (85,966,612)	$(101,371,112)

The accumulated benefit obligation at June 30, 2017 and 2016 was $343,923,589 and $341,499,751, respectively.

Amounts recognized in the statements of financial position consist of the following at June 30:

	2017	2016
Net liability recognized	$(85,966,612)	$(101,371,112)

The weighted-average assumptions used to develop the projected benefit obligation are as follows as of June 30:

	2017	2016
Discount rate	3.91%	3.71%
Rate of compensation increase	3.75	3.75

7. **Retirement Benefits (Continued)**

In 2017, the System began using the MP-2016 mortality improvement scale which also had an impact on the projected benefit obligation.

Amounts recognized in unrestricted net assets consist of the following at June 30:

	2017	2016
Net actuarial loss	$74,687,978	$96,152,508
Prior service cost	7,551	37,600
Total amount recognized	$74,695,529	$96,190,108

Pension Plan Assets

The fair values of the System's pension plan assets and target allocations as of June 30, 2017 by asset category are as follows (see note 12 for level definitions):

	Target Allocation 2017	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Short-term investments:	5%				
Money market fund		$ 3,333,849	$ 3,333,849	$ –	$ –
Equity securities:	40%				
Common stocks		42,206,812	42,206,812	–	–
Mutual funds		10,990,323	10,990,323	–	–
Other equities		30,306,319	30,306,319	–	–
Fixed income securities:	55%				
U.S. Government and agency obligations		49,409,932	–	49,409,932	–
Municipal bonds		9,037,831	–	9,037,831	–
Mutual funds - balanced		4,073,053	–	4,073,053	–
Corporate and foreign bonds		127,549,274	–	127,549,274	–
		276,907,393	$86,837,303	$190,070,090	$ –
Unallocated insurance contract		1,022,346			
		$277,929,739			

7. **Retirement Benefits (Continued)**

The fair values of the System's pension plan assets and target allocations as of June 30, 2016 by asset category are as follows (see note 12 for level definitions):

	Target Allocation 2016	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Short-term investments:	5%				
Money market fund		$ 4,389,736	$ 4,389,736	$ –	$ –
Equity securities:	40%				
Common stocks		52,299,615	52,299,615	–	–
Mutual funds		10,021,233	10,021,233	–	–
Other equities		22,055,665	22,055,665	–	–
Fixed income securities:	55%				
U.S. Government and agency obligations		42,473,973	–	42,473,973	–
Municipal bonds		9,664,358	–	9,664,358	–
Mutual funds - balanced		3,945,927	–	3,945,927	–
Corporate and foreign bonds		115,197,239	–	115,197,239	–
		260,047,746	$88,766,249	$171,281,497	$ –
Unallocated insurance contract		1,059,912			
		$261,107,658			

Management of the assets is designed to maximize total return while preserving the capital values of the fund, protecting the fund from inflation, and providing liquidity as needed for plan benefits. The objective is to provide a rate of return that meets inflation, plus 5.5%, over a long-term horizon.

In addition to the total return goal, the portfolio is constructed to hedge a portion of the interest rate risk of the Plan's liability. The portion of the interest rate risk hedged is the percent of assets allocated to fixed income investments multiplied by the Plan's funded status. The fixed income asset class is structured to reduce the volatility of the funded status by matching the duration of the Plan's liability which is currently approximately 15 years. The current strategic asset allocation target for the fixed income portfolio is 55% of total plan assets, which is designed to hedge approximately 35% of the plan liability.

7. **Retirement Benefits (Continued)**

These funds are managed as permanent funds with disciplined longer term investment objectives and strategies designed to meet cash flow requirements of the plan. Funds are managed in accordance with ERISA and all other regulatory requirements.

Net periodic pension cost includes the following components at June 30:

	2017	2016
Service cost	$ 10,045,166	$ 8,848,249
Interest cost	13,349,618	13,283,290
Expected return on plan assets	(17,251,991)	(15,610,464)
Amortization:		
Actuarial loss	9,917,237	5,552,981
Prior service cost	30,049	30,049
Net periodic pension cost - System	$ 16,090,079	$ 12,104,105

The weighted-average assumptions used to develop net periodic pension cost were as follows for the years ended June 30:

	2017	2016
Discount rate	3.71%	4.46%
Expected return on plan assets	6.75	6.75
Rate of compensation	3.75	3.75

In selecting the long-term rate of return on 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 trust'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.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2018 are as follows:

Actuarial loss	$5,974,526
Prior service cost	7,551
	$5,982,077

Contributions

The System expects to contribute $10 million to its pension plan in 2018.

7. Retirement Benefits (Continued)

Estimated Future Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

Fiscal Year	Pension Benefits
2018	$ 7,461,000
2019	8,769,300
2020	10,243,900
2021	11,518,100
2022	12,950,900
Years 2023 – 2027	80,649,500

8. Community Benefits

The mission of the System is to provide quality, accessible healthcare services to patients regardless of their ability to pay. The System subsidizes certain health care services, supports community-based healthcare providers, and provides outreach and educational programs.

Charity Care

The System provides services to patients who are uninsured or underinsured under its charity care policy at no charge or at amounts less than its established charges. The estimated costs of providing charity care services are determined using the ratio of average patient care costs to gross charges, and then applying that ratio to the gross charges associated with providing such services.

Community Programs and Subsidized Services

The System provides community health programs, health professional education through partnerships with local post-secondary organizations, health screenings, health publications and other health information services. Many of these services are provided at a financial loss and are subsidized by the System in order to meet important community needs that otherwise would not be available. In addition, supporting contributions and in-kind services are made to a number of community organizations for the promotion of health-related activities.

Government-Sponsored Programs

The System provides services to Medicare and Medicaid recipients. Reimbursement for such services is at rates substantially below cost.

8. Community Benefits (Continued)

The estimated costs of providing community benefits for the years ended June 30, 2017 and 2016 are summarized below:

	2017	2016
Charity care	$ 7,158,000	$ 8,734,000
Community programs and subsidized services	1,470,722	1,565,395
Government-sponsored programs	93,948,417	102,277,676
	$102,577,139	$112,577,071

In addition, the System provides a significant amount of uncompensated care to patients that are reported as bad debts. For the years ended June 30, 2017 and 2016, the System reported provisions for bad debts of $26,745,940 and $20,512,702, respectively.

9. Functional Expenses

The System provides general health care services to residents within its geographic location including inpatient, outpatient, physician, home care, and emergency care. Expenses related to providing these services are as follows for the years ended June 30:

	2017	2016
Health care services	$354,563,024	$323,111,972
General and administrative	179,237,704	186,309,248
	$533,800,728	$509,421,220

10. Concentration of Credit Risk

The System grants credit without requiring collateral from its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors was as follows for the years ended June 30:

	2017	2016
Medicare	30%	30%
Medicaid	11	13
Managed care and other	25	26
Patients (self-pay)	21	18
Anthem Blue Cross	13	13
	100%	100%

11. Leases

The System leases various office facilities and equipment from unrelated parties under noncancelable operating leases. Total rental expense for the years ended June 30, 2017 and 2016 was $10,550,607 and $9,133,944, respectively.

The System also leases equipment under lease agreements that are classified as capital leases. The cost of equipment under the capital leases was $806,212 at both June 30, 2017 and 2016. Accumulated amortization of the leased equipment at June 30, 2017 and 2016 was $723,734 and $594,198, respectively. Amortization of assets under capital leases is included in depreciation and amortization expense.

Future minimum lease payments required under operating and capital leases and the present value of the net minimum lease payments as of June 30, 2017 is as follows:

	Operating Leases	Capital Leases	Total
Year Ending June 30:			
2018	$ 5,625,805	$ 76,908	$ 5,702,713
2019	4,717,834	11,420	4,729,254
2020	3,950,538	–	3,950,538
2021	2,221,842	–	2,221,842
2022	2,094,134	–	2,094,134
Thereafter	12,405,383	–	12,405,383
Total minimum lease payments	$31,015,536	88,328	$31,103,864
Less amount representing interest		(612)	
Present value of net minimum lease payments		87,716	
Less current maturities of capital lease obligations		(76,908)	
Long-term capital lease obligations		$ 10,808	

12. 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:

12. Fair Value Measurements (Continued)

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. 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 that are subject to fair value measurements. 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 are descriptions of the valuation methodologies used:

Marketable Equity Securities

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the System at year end, which generally results in classification as Level 1 within the fair value hierarchy.

Fixed Income Securities

The fair value for debt instruments is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The System holds U.S. governmental and federal agency debt instruments, municipal bonds, corporate bonds, and foreign bonds which are primarily classified as Level 2 within the fair value hierarchy.

Alternative Investments

The System invests in certain alternative investments that include 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 at net asset value.

12. Fair Value Measurements (Continued)

System management is responsible for the fair value measurements of alternative 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.

Beneficial Interests in Perpetual Trusts

The System is the beneficiary of perpetual trusts held by a third party. Under the terms of the trusts, the System has the irrevocable right to receive the income earned on the assets of the trusts in perpetuity, but never receives the assets held in the trusts. The System has transparency into the holdings of the trusts. These investments are generally classified as Level 1 within the fair value hierarchy.

Employee Benefit Plan and Other

Underlying plan investments within these funds are stated at quoted market prices. These investments are generally classified as Level 1 within the fair value hierarchy.

Fair Value on a Recurring Basis

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

	Total	Level 1	Level 2	Level 3
2017				
Assets whose use is limited:				
Cash and equivalents	$ 33,844,093	$ 33,844,093	$ –	$ –
Marketable equity securities:				
Common stocks	67,785,239	67,785,239	–	–
Fixed income securities:				
U.S. Government obligations	7,987,596	–	7,987,596	–
Municipal bonds	274,435	–	274,435	–
Corporate bonds	32,684,659	–	32,684,659	–
Foreign bonds	1,348,985	–	1,348,985	–
Beneficial interests in perpetual trusts	7,152,232	7,152,232	–	–
Employee benefit plans and other	14,746,583	14,746,583	–	–
Assets whose use is limited	165,823,822	$123,528,147	$42,295,675	$ –
Alternative investments	8,537,540			
Total assets	$174,361,362			

12. Fair Value Measurements (Continued)

	Total	Level 1	Level 2	Level 3
2016				
Assets whose use is limited:				
Cash and equivalents	$ 10,464,562	$ 10,464,562	$ –	$ –
Marketable equity securities:				
Common stocks	55,586,634	55,586,634	–	–
Fixed income securities:				
U.S. Government obligations	23,313,138	–	23,313,138	–
Municipal bonds	277,123	–	277,123	–
Corporate bonds	33,115,563	–	33,115,563	–
Foreign bonds	417,764	–	417,764	–
Beneficial interests in perpetual trusts	6,746,553	6,746,553	–	–
Employee benefit plans and other	12,527,047	12,527,047	–	–
Assets whose use is limited	142,448,384	$ 85,324,796	$57,123,588	$ –
Alternative investments	8,175,564			
Total assets	$150,623,948			

The alternative investments consist of interests in six funds at both June 30, 2017 and 2016 that are not actively traded.

Net Assets Value Per Share

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 alternative investments valued based on net asset value to further demonstrate the nature and risk of the investments by category at June 30:

Investment	Net Asset Value	Unfunded Commitment	Redemption Frequency	Redemption Notice Period
2017				
Equity fund	$2,518,144	$ –	Monthly	90 days
Multi-strategy hedge fund	591,142	–	Illiquid	N/A
Global equity fund	255,136	203,044	Liquid	N/A
Commingled REIT fund	481,263	1,971,361	Liquid	N/A
Multi-strategy hedge fund	1,547,280	–	Closed Until 2018	N/A
Multi-strategy hedge fund	3,144,575	–	Quarterly	65 days

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

Investment	Net Asset Value	Unfunded Commitment	Redemption Frequency	Redemption Notice Period
2016				
Equity fund	$2,218,457	$ –	Monthly	90 days
Multi-strategy hedge fund	532,395	–	Illiquid	N/A
Global equity fund	407,975	206,403	Liquid	N/A
Commingled REIT fund	556,706	1,971,361	Liquid	N/A
Multi-strategy hedge fund	1,459,230	–	Closed Until 2018	N/A
Multi-strategy hedge fund	3,000,801	–	Quarterly	65 days

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 balance sheets and statements of operations.

Investment Strategies

Fixed Income Securities (Debt Instruments)

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 Securities

The primary purpose of 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 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.

Alternative Investments

The primary purpose of alternative investments is to provide further portfolio diversification and to reduce overall portfolio volatility by investing in strategies that are less correlated with traditional equity and fixed income investments. Alternative investments may provide access to strategies otherwise not accessible through traditional equities and fixed income such as derivative instruments, real estate, distressed debt and private equity and debt.

13. Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.5% of the Hospital's net patient service revenues, with certain exclusions. The amount of tax incurred by the Hospital for fiscal 2017 and 2016 was $21,273,658 and $21,584,396, 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. The Hospital recorded $18,631,257 and $15,605,486 in disproportionate share revenue for the years ended June 30, 2017 and 2016, respectively, which is recorded in net patient service revenues.

CMS has completed the audits of the State's program and the disproportionate share payments made by the State in 2011 and 2012, the first years 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. The System has recorded reserves to address its exposure based on the audit results to date.

14. Discontinued Operations

Subsequent to June 30, 2016, the operations of Elliot Health Consulting, LLC, a wholly-owned subsidiary of the consolidated entity Elliot Health System Holdings, Inc., were discontinued. The decision to close the entity was based on performance factors. The operating results for the years ending June 30, 2017 and 2016 have been reclassified to discontinued operations.

The following is a reclassification of discontinued operations at June 30:

	2017	2016
Other revenues	$ 562,578	$ 1,803,594
Salaries, wages and fringe benefits	(671,036)	(2,874,371)
Supplies and other expenses	(196,006)	(354,816)
Interest	(19,760)	(29,766)
	$(324,224)	$(1,455,359)

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Elliot Health System Board of Directors
2018

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SKILLS / ABILITIES / ACHIEVEMENTS PROFILE

Administration: Seasoned professional with progressive experience in diverse healthcare and educational environments, including operations, budget control, marketing, quality assurance, risk management, utilization review, facility design and management, human resources, and strategic planning.

Management: Self-starter with strong planning, controlling, organizing and leadership skills. Effectively manages resources and ensures compliance with established policies and procedures. Skilled in identifying and troubleshooting problem areas and implementing solutions. Developed comprehensive Quality Management program. Restructured billing, triage and customer service systems resulting in improved productivity and efficiency. Extensive managed care experience.

Human Resources: Skilled in recruiting, interviewing and selecting top personnel. Effective trainer, develops staff abilities to full potential. Motivates and retains employees using the mentor approach. Managed and supervised training and development of personnel. Knowledgeable regarding multicultural issues. Effectively trained and prepared counseling professionals.

Communication: Articulate speaker and effective negotiator. Writes with strength, clarity and style. Natural ability to work with others. Consistently develops good rapport with staff, professionals, staff managers and community. Works well as part of a team or independently. Wrote and published several training and procedural manuals.

PROFESSIONAL EXPERIENCE

DIRECTOR OF SUBSTANCE USE SERVICES **2017 - present**
Developing and managing four SUD programs – Hillsborough County North Drug Court, a co-occurring Partial Hospitalization Program, a primary care practice MAT program and SUD services in the Emergency Room.

VICE PRESIDENT OF OPERATIONS **2005-2017**
Harbor Homes, Inc. Nashua, NH
Managed over 250 clinical, residential and administrative staff and coordinated a continuum of service delivery for those experiencing physical illness, mental illness, homelessness and other populations. Continuously expanded a fully integrated FQHC for homeless adding dental, MAT, and Medical Respite services along with primary care and Behavioral Health services. Developed Mobile Crisis Response Team for Greater Nashua area. Have successfully completed three HRSA site reviews and a CARF accreditation.

DIRECTOR OF COMMUNITY SUPPORT SERVICES DEPARTMENT **2003 – 2005**
Community Council of Nashua Nashua, NH
Developed and updated program plans, assured monitoring of implementation and implemented corrective actions as indicated. Provided education/consultation to staff, other agencies or community groups. Provided supervision to a clinical staff of approximately 40 therapists, case managers and MIMS workers. Developed Regional Planning of adult services. Assured quality/appropriateness of critical aspects of care through ongoing monitoring.

DIRECTOR OF OUTCOMES & SYSTEM IMPROVEMENT **1999-2003**
Community Council of Nashua Nashua, NH
Developed and maintained a Quality Management Program complying with NCQA and JCAHO standards. Monitored utilization review, evaluated medical necessity, and continuation of care services. Developed effective medical records protocols. Directed training for the agency. Coordinated efforts resulting in highly successful JCAHO survey, (among the top 5% in the country). Coordinated Customer Service and complaints process.

ADJUNCT FACULTY **1990-2005**
Rivier College Nashua, NH
Graduate Counseling Program – Instruct graduate counseling students in a variety of courses to include Group Therapy, Counseling Techniques, Substance Abuse Counseling, Clinical Assessment, Marriage & Family Therapy, and Prescriptive Behavioral Management Techniques.

DIRECTOR OF REGIONAL BEHAVIORAL HEALTH [redacted] **1997-1999**
The Hitchcock Clinic **Bedford, NH**
Developed and maintained a Quality Management Program complying with NCQA standards for four Behavioral Health sites. Developed and implemented program expansion. Identified staffing requirements and facilitated subsequent downsizing to ensure cost effectiveness. Liaison between the Clinic and insurance plans. Monitored and supervised utilization review for the Southern Region, evaluating the medical necessity, case management and continuation of care. Recommended by insurance reviewers to other organizations for consultation services in order to assist these agencies in their compliance processes. Developed effective medical records protocols.

COORDINATOR OF MULTICULTURAL COUNSELING PROGRAM **1998-1999**
Rivier College Nashua, NH
Coordinated the Bilingual/Multicultural Counseling Program in both guidance counseling and mental health fields. Recruited and advised professional students from local multicultural agencies. Developed a diversity-training program for use in area schools and businesses to enhance multicultural awareness. Instructor in Graduate Counseling Program.

CLINICAL DIRECTOR **1990-1997**
The Hitchcock Clinic Nashua, NH
Developed and implemented program policies and procedures. Managed FTE and budgetary control while providing effective leadership to the staff. Improved out-referral system, while reducing out-referral expenditures. Developed cooperative collaboration measures with insurers' UM Departments. Supervised a staff of thirty employees. Senior member of the Regional Management Team and a member of the Nashua Medical Group Board of Governors.

PROGRAM DIRECTOR **1988-1990**
Partial Hospitalization Program, Brookside Hospital Nashua, NH
Developed program components, structure, policies and procedures. Implemented FTE and budgetary control and supervised treatment staff. Initiated referral network and maintained marketing and referral relationships within the Greater Nashua community. Facilitated groups provided case management and individual counseling including initial assessments. Monitored case management and utilization review processes with insurers.

PROGRAM DIRECTOR – SUBSTANCE ABUSE CLINIC **1985-1988**
Department of the Army West Germany
Developed comprehensive preventive substance abuse program. Coordinated efforts with schools, civic organizations, civilian agencies and military organizations in order to integrate preventive education efforts. Supervised clinical and support staff of two treatment clinics. Maintained referral relationships with commanders.

ARMY COMMUNITY SERVICE DIRECTOR **1983-1985**
Department of the Army West Germany
Developed comprehensive community support agency. Responsible for staffing and budgetary concerns. Composed informational publications; prepared financial and statistical reports and submitted budget requests to the U.S. government for agency funding. Responsible for FAP (Family Advocacy Program).

EDUCATION

MASTERS OF BUSINESS ADMINISTRATION DEGREE
IN HEALTHCARE ADMINISTRATION - 2001
Rivier College, Nashua

MASTERS OF SCIENCE IN EDUCATION (COUNSELING) - 1986
University of Southern California

BACHELORS IN EDUCATION (SPECIAL EDUCATION)
Westfield State College, Westfield, MA

LICENSES AND CERTIFICATIONS

LICENSED CLINICAL MENTAL HEALTH COUNSELOR
New Hampshire License #100 – 1998

MASTERS ADDICTION COUNSELOR CERTIFICATION
1997

Elliot Health System

MAT CARE COORDINATOR

Position Name	MAT CARE COORDINATOR
Department Name	SUBSTANCE ABUSE DISORDER
Facility Name	ELLIOT HOSPITAL OF THE CITY OF
Manager Name	Carol Furlong

ELLIOT HEALTH SYSTEM MISSION STATEMENT

- ***Elliot Health System strives to inspire wellness, heal our patients, and serve with compassion in every interaction.***

POSITION SUMMARY

- The MAT Care Coordinator is a member of the Collaborative Care Program and is responsible for engaging and supporting patients receiving Medication Assisted Treatment (MAT) in the Elliot Medical Group. Works with the patient and family, provider and health care team to coordinate care resources and services to improve the quality and effectiveness and decrease the cost of patient care. Demonstrates comprehensive knowledge of community resources and functions as a liaison to facilitate patient access. Collaborates and communicates with stakeholders regarding improvements and the success of the MAT Care Coordination Program.

CORE PERFORMANCE COMPETENCIES

a. Demonstrates Elliot Essentials (I CARE): Innovation, Inspiration, collaboration, accountability, respect, ethics & integrity.
Demonstrates Elliot Essentials (I SERVE): Introduce, smile, engage, respect, verify, exceed expectations Demonstrates Elliot Essentials (I INSPIRE):
Interactions, innovation, nurture, share, present, imperatives, respect, empower

b. Communicates in a professional, respectful manner
c. Uses time and material resources effectively and contributes to expense reduction
d. Exemplifies a professional role model, coaches and mentors others
e. Holds self and others accountable
f. Attendance is in compliance of policy
g. Collaborates with peers: Supports new ideas/offers solutions
h. Adheres to all enterprise wide and departmental policies and procedures
i. Compliance with timekeeping
j. Understands, contributes and supports the organizational and department specific goals and strategic imperatives
k. Attends staff meetings

l. Participates in special projects, teams, outside courses, cross training, committees

KEY RESPONSIBILITIES

1. Performs key functions related to the success of the Care Coordination Program including patient outreach via telephone and office encounters, coordination of patient activities; and the appropriate utilization of services. Maintains regular communication with patients in assigned caseload.
2. Includes the patient's family, caregivers and other support in care coordination activities as appropriate. Ensures effective collaboration and communication between the patient and members of the healthcare team to support care coordination activities and goal attainment. Ensures patient, family and caregiver understanding of condition management, medications, tests, referrals, and services.
3. Identifies and prioritizes patient needs using a holistic approach inclusive of biopsychosocial, functional, cultural, spiritual, and financial factors. Plans with the patient, family, other caregivers, primary provider and other members of the healthcare team to maximize health care responses, quality, and cost-effective outcomes.
4. Coordinates care across the continuum by working to close care gaps. Provides post-discharge follow up calls to hospitalized patients, acts as a liaison with specialty clinics, addresses and works to resolve patient concerns or barriers to treatment plan adherence, and provides a link to appropriate community resources. Facilitates patient access to resources including financial assistance.
5. Identifies and implements strategies such as motivational interviewing to promote patient engagement, self-care and optimal levels of health and well-being. Facilitates inclusion of the patient in ongoing decisions regarding the plan of care. Provides or facilitates education necessary to support timely and informed decisions and adherence to the plan of care.
6. Assesses and identifies strategies to improve the health literacy of the patient and, as appropriate, family and other caregivers.
7. Monitors effectiveness of the plan of care and collaborates with the patient, family and caregivers to revise as indicated. Serves as a patient advocate.
8. Consults with providers and other team members as appropriate to resolve care issues.
9. Collaborates with ACO Case Manager, providers, and other members of the healthcare team in identification of patients needing referral to higher intensity case management services.
10. Documents all patient care activity.
11. Aware of and responsive to cultural and demographic diversity of the population.
12. Participates in quality improvement activities.
13. Acknowledges patient's rights and maintains patient confidentiality at all times, following all HIPAA guidelines and regulations.

REQUIRED KNOWLEDGE & SKILLS

EDUCATION/EXPERIENCE/LICENSURE

1. **Education:** Bachelor's degree in nursing required.
2. **Experience:** Two or more years' experience with the SUD population in a clinical setting, outpatient setting, or care coordination experience is preferred.
3. **Certification/Licensure:** Current license in the State of NH as a RN required. National Specialty Certification in case management obtained within two years of date of hire.
4. **Software/Hardware:** Must be PC literate with basic knowledge of Windows Microsoft Office, knowledge of Epic is a plus.

OTHER REQUIREMENTS

WORKING CONDITIONS

- **Weight Lifting Requirements**
- **Vision Requirements**
- **Other Physical Activities**
- **Environmental Condition Exposure**
- **Safety Equipment**

MEETS DEADLINES AND OTHER REQUIRED CRITERIA

- Self-Evaluation
- Annual Required Education - Healthstream
- Department specific training and clinical competencies
- Current license current/renewed prior to expiration date

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary*	% Paid from this Contract	Amount Paid from this Contract
Carol Furlong	Program Director	$31,500	0%	$0
To be hired.	Nurse Care Coordinator	$112,840	100%	$112,840

*Salary includes benefits and is based on the estimated amount of hours allocated to this program
** Salary based on 2-year contract