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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 2, 2020

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, to amend existing **Sole Source** contracts with the vendors listed below, except for Granite Pathways, that provide a statewide network of Doorways for substance use disorder treatment and recovery support services access, by adding budgets for State Fiscal Year 2021, with no change to the price limitation of $23,606,657 and no change to the contract completion dates of September 29, 2020 effective upon Governor and Council approval.

The contracts were approved by the Governor and Executive Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	TBD	Berlin	$1,670,051	$0	$1,670,051	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Concord Hospital, Inc., Concord, NH	177653-B003	Concord	$2,272,793	$0	$2,272,793	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Granite Pathways, Concord, NH	228900-B001	N/A	$6,895,879	$0	$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	TBD	Littleton	$1,713,805	$0	$1,713,805	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
LRGHealthcare, Laconia, NH	TBD	Laconia	$1,987,673	$0	$1,987,673	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)

Mary Hitchcock Memorial Hospital, Lebanon, NH	177651-B001	Lebanon	$4,349,314	$0	$4,349,314	O: 10/31/18 Item #17A A1: 11/14/18 (Item #11) A2: O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
The Cheshire Medical Center, Keene, NH	155405-B001	Keene	$1,947,690	$0	$1,947,690	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Wentworth-Douglass, Hospital, Dover, NH	TBD	Dover	$2,769,452	$0	$2,769,452	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
		Total	**$23,606,657**	$0	**$23,606,657**	

Funds are available in the following accounts for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. Upon the initial award of State Opioid Response funding from the federal Substance Abuse and Mental Health Services Administration, the Department restructured the State's service delivery system to provide individuals a more streamlined process to access substance use disorder and opioid use disorder services. The vendors above were identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the restructured system. As part of the ongoing improvement of the Doorway system, Granite Pathways has been replaced as the Doorway provider in Manchester (Catholic Medical Center) and Nashua (Southern New Hampshire Medical Center). This action was approved by Governor and Executive Council on March 11, 2020, item 9A.

The purpose of this request is add budgets to the contracts for State Fiscal Year 2021. In accordance with the terms of Exhibit B Method and Conditions Precedent to Payment, the budgets are to be submitted to Governor and Executive Council for approval no later than June 30, 2020. State Fiscal Year 2019 budgets are being reduced by a total amount of $2,271,726 which is identified as unspent funding that is being carried forward to fund activities in the contract for State Fiscal Year 2021, specifically July 1, 2020 through September 29, 2020. The new Manchester and Nashua Doorway contracts already include budgets for July 1, 2020 through September 29, 2020.

Approximately 2,000 individuals will be served from July 1, 2020 to September 30, 2020.

These contractors provide a network of Doorways to ensure that every resident in NH has access to substance use disorder treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders, in order to ensure no one in NH has to travel more than sixty (60) minutes to access services. The Doorways increase and standardize services for individuals with opioid use disorders; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in NH; and promote engagement in the recovery process. Because no one will be turned away from the Doorway, individuals outside of opioid use disorders are also being seen and referred to the appropriate services.

The Department has been monitoring the contracted services using the following performance measures:

- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow-ups through the Web Information Technology System (WITS) database.

As referenced in Exhibit C-1 Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the Department may not have the ability to ensure proper billing and proper use of funding by the vendors.

Area served: Statewide

Respectfully submitted,

Lori A. Shibinette
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 CFDA #93.788 FAIN TI081685					
Activity Code: 92057040					
Androscoggin Valley					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 821,133.00	$ (201,283.00)	$ 619,850.00
2020	Contracts for Prog Svs	102-500731	$ 848,918.00		$ 848,918.00
2021	Contracts for Prog Svs	102-500731		$ 201,283.00	$ 201,283.00
Subtotal			**$ 1,670,051.00**	**$ -**	**$ 1,670,051.00**
Concord					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00	$ (236,916.00)	$ 710,746.00
2020	Contracts for Prog Svs	102-500731	$ 1,325,131.00		$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731		$ 236,916.00	$ 236,916.00
Subtotal			**$ 2,272,793.00**	**$ -**	**$ 2,272,793.00**
Cheshire					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00	$ (205,033.00)	$ 615,100.00
2020	Contracts for Prog Svs	102-500731	$ 1,127,557.00		$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731		$ 205,033.00	$ 205,033.00
Subtotal			**$ 1,947,690.00**	**$ -**	**$ 1,947,690.00**
Mary Hitchcock					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 1,774,205.00	$ (383,958.00)	$ 1,390,247.00
2020	Contracts for Prog Svs	102-500731	$ 2,575,109.00		$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731		$ 383,958.00	$ 383,958.00
Subtotal			**$ 4,349,314.00**	**$ -**	**$ 4,349,314.00**
LRGHealthcare					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00	$ (205,000.00)	$ 615,000.00
2020	Contracts for Prog Svs	102-500731	$ 1,167,673.00		$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731		$ 205,000.00	$ 205,000.00
Subtotal			**$ 1,987,673.00**	**$ -**	**$ 1,987,673.00**

Granite Pathways Manchester					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 1,331,471.00		$ 1,331,471.00
2020	Contracts for Prog Svs	102-500731	$ 2,349,699.00		$ 2,349,699.00
2021	Contracts for Prog Svs	102-500731			$ -
Subtotal			**$ 3,681,170.00**	**$ -**	**$ 3,681,170.00**
Granite Pathways Nashua					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 1,348,973.00		$ 1,348,973.00
2020	Contracts for Prog Svs	102-500731	$ 1,865,736.00		$ 1,865,736.00
2021	Contracts for Prog Svs	102-500731			$ -
Subtotal			**$ 3,214,709.00**	**$ -**	**$ 3,214,709.00**
Provider name here					
Littleton Regional					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 831,000.00	$ (203,750.00)	$ 627,250.00
2020	Contracts for Prog Svs	102-500731	$ 882,805.00		$ 882,805.00
2021	Contracts for Prog Svs	102-500731		$ 203,750.00	$ 203,750.00
Subtotal			**$ 1,713,805.00**	**$ -**	**$ 1,713,805.00**
Wentworth Douglass					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00	$ (240,675.00)	$ 722,025.00
2020	Contracts for Prog Svs	102-500731	$ 1,806,752.00		$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731		$ 240,675.00	$ 240,675.00
Subtotal			**$ 2,769,452.00**	**$ -**	**$ 2,769,452.00**

Subtotal	**$ 23,606,657.00**	**$ -**	**$ 23,606,657.00**

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Access and Delivery Hub for Opioid Use Disorder Services

This 2nd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Androscoggin Valley Hospital, Inc., (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 59 Page Hill Road, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 20, 2018 (Item #17A), as amended on August 28, 2019 (Item #10), (the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions. Paragraph 18 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by $201,283, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-3 Amendment #2 Budget, with no change to the contract price limitation.

2. Add Exhibit B-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6-8-2020
Date

Name: Christine Tappan
Title: Associate Commissioner

Androscoggin Valley Hospital, Inc.

5/29/2020
Date

Name: Michael D. Peterson
Title: President/CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/10/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Androscoggin Valley Hospital, Inc.

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: July 1, 2020 to September 29, 2020

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	$ 125,000.00	$ -	$ 125,000.00	$ -	$ -	$ -	$ 125,000.00	$ -	$ 125,000.00
2. Employee Benefits	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 20,000.00	$ -	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00	$ -	$ 20,000.00
Pharmacy	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
Medical	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
Office	$ 783.00	$ -	$ 783.00	$ -	$ -	$ -	$ 783.00	$ -	$ 783.00
6. Travel	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
7. Occupancy	$ 22,000.00	$ -	$ 22,000.00	$ -	$ -	$ -	$ 22,000.00	$ -	$ 22,000.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FLEX	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
Respite Shelters	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 201,283.00	$ -	$ 201,283.00	$ -	$ -	$ -	$ 201,283.00	$ -	$ 201,283.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials MAP
Date 6/29/2020

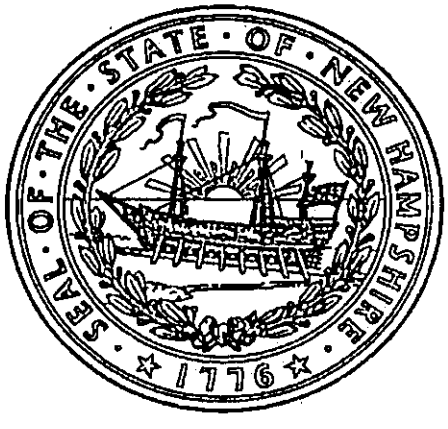
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ANDROSCOGGIN VALLEY HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 28, 1969. 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: **61184**

Certificate Number: **0004926057**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Donna Goodrich. Chair, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Androscoggin Valley Hospital.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 29, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Michael D. Peterson. CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Androscoggin Valley Hospital to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: May 29, 2020

Donna R. Goodrich
Signature of Elected Officer
Name: DONNA GOODRICH
Title: PRESIDENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2020

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

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

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
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: National Fire & Marine Insurance Company	20079
INSURER B: New Hampshire Employers Insurance Company	13083
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Androscoggin Valley Hospital
59 Page Hill Road
Berlin, NH 03570

COVERAGES CERTIFICATE NUMBER: W16763091 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: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HN017659	10/01/2019	10/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 1,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	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		ECC-600-4000173-2019A	10/01/2019	10/01/2020	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 500,000 $ 500,000 $ 500,000
A	Professional Liability Claims Made & Reported			HN017659	10/01/2019	10/01/2020	Claim Limits Aggregate	1,000,000 3,000,000

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

CERTIFICATE HOLDER

DHHS, State of NH
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

NCH north country healthcare Androscoggin Valley Hospital

(/)

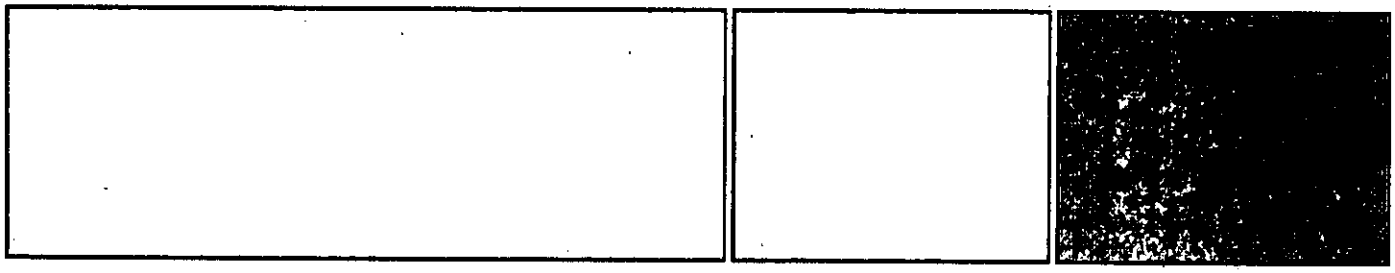
AVH MISSION AND VISION STATEMENTS

The Mission Statement of Androscoggin Valley Hospital is:

Delivering the best healthcare experience for every patient, every day.

Our Mission Statement provides the underlying philosophy for all planning and strategy development.

BerryDunn



NCH north country healthcare | Androscoggin Valley Hospital

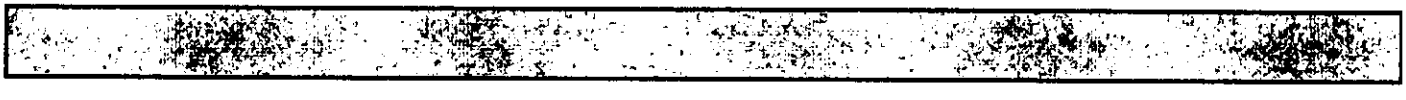
CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2019 and 2018

With Independent Auditor's Report



BerryDunn

INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Androscoggin Valley Hospital, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Androscoggin Valley Hospital, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of September 30, 2019 and 2018, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Androscoggin Valley Hospital, Inc. and Subsidiaries as of September 30, 2019 and 2018, and the results of their operations, changes in their net assets, and their cash flows for the years ended September 30, 2019 and 2018, in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2019 Androscoggin Valley Hospital, Inc. and Subsidiaries adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2016-14, Not-for-Profit Entities (Topic 958), *Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Other Matter

Other Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. Schedules 1 and 2 are presented for purposes of additional analysis, rather than to present the financial position and results of operations of the individual organizations, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 10, 2019

ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

September 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 9,284,798	$ 8,561,673
Patient accounts receivable, net	4,387,575	5,054,706
Other accounts receivable	2,180,380	2,781,678
Supplies	821,516	724,365
Prepaid expenses and other current assets	742,798	648,621
Total current assets	17,417,067	17,771,043
Assets limited as to use	26,371,048	27,044,488
Property and equipment, net	15,969,243	14,672,211
Other assets	5,734,807	5,379,427
Total assets	$ 65,492,165	$ 64,867,169

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

LIABILITIES AND NET ASSETS

	2019	2018
Current liabilities		
Current portion of long-term debt	$ 886,288	$ 1,003,635
Accounts payable and accrued expenses	2,771,568	2,924,682
Accrued salaries and related amounts	2,976,931	3,184,691
Estimated third-party payor settlements	1,066,054	1,058,096
Total current liabilities	7,700,841	8,171,104
Estimated third-party payor settlements	19,023,322	16,978,825
Long-term debt, excluding current portion	6,253,978	7,131,462
Deferred compensation	5,727,618	5,379,427
Total liabilities	38,705,759	37,660,818
Net assets		
Without donor restrictions	26,742,644	27,162,589
With donor restrictions	43,762	43,762
Total net assets	26,786,406	27,206,351
Total liabilities and net assets	$ 65,492,165	$ 64,867,169

ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

Consolidated Statements of Operations

Years Ended September 30, 2019 and 2018

	2019	2018
Revenues and gains without donor restrictions		
Patient service revenue (net of contractual allowances and discounts)	$ 59,533,412	$ 60,192,553
Less provision for bad debts	3,314,818	1,722,160
Net patient service revenue	56,218,594	58,470,393
Other revenues	3,335,885	3,285,142
Total revenues and gains without donor restrictions	59,554,479	61,755,535
Operating expenses		
Salaries, wages, and fringe benefits	32,198,252	31,131,790
Contract labor	4,853,994	4,724,051
Supplies and other	17,145,700	15,562,944
Medicaid enhancement tax	2,578,281	2,645,534
Depreciation	2,351,301	2,397,405
Interest	264,321	397,535
Total operating expenses	59,391,849	56,859,259
Operating income	162,630	4,896,276
Nonoperating gains (losses)		
Investment income, net	415,739	1,508,651
Contributions, net	(246,300)	(270,230)
Community benefit grant expense	(440,418)	(1,010,900)
Gain on investment in Great Northwoods Community Foundation	7,189	-
Nonoperating (losses) gains, net	(263,790)	227,521
(Deficiency) excess of revenues and gains over expenses and losses	(101,160)	5,123,797
Net unrealized losses on investments	(318,785)	(1,110,339)
(Decrease) increase in net assets without donor restrictions	$ (419,945)	$ 4,013,458

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

ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2019 and 2018

	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	Total
Balances, October 1, 2017	$ 23,149,131	$ 43,762	$ 23,192,893
Excess of revenues and gains over expenses and losses	5,123,797	-	5,123,797
Net unrealized losses on investments	(1,110,339)	-	(1,110,339)
Net increase in net assets	4,013,458	-	4,013,458
Balances, September 30, 2018	27,162,589	43,762	27,206,351
Deficiency of revenues and gains over expenses and losses	**(101,160)**	-	**(101,160)**
Net unrealized losses on investments	**(318,785)**	-	**(318,785)**
Net decrease in net assets	**(419,945)**	-	**(419,945)**
Balances, September 30, 2019	**$ 26,742,644**	**$ 43,762**	**$ 26,786,406**

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

ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years Ended September 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
(Decrease) increase in net assets	$ (419,945)	$ 4,013,458
Adjustments to reconcile (decrease) increase in net assets to net cash provided by operating activities		
Depreciation and amortization	2,363,841	2,409,945
Net realized and unrealized losses (gains) on investments	115,562	(302,188)
Provision for bad debts	3,314,818	1,722,160
Gain on equity investment	(7,189)	-
(Increase) decrease in		
Patient accounts receivable	(2,647,687)	(1,597,176)
Other accounts receivable	601,298	(1,205,187)
Supplies	(97,151)	(146,111)
Prepaid expenses and other current assets	(94,177)	533,528
Increase (decrease) in		
Accounts payable and accrued expenses	(153,114)	369,880
Accrued salaries and related amounts	(207,760)	1,175,569
Estimated third-party payor settlements	2,052,455	3,909,326
Net cash provided by operating activities	4,820,951	10,883,204
Cash flows from investing activities		
Proceeds from sale of investments	8,619,943	11,623,663
Purchases of investments	(8,062,065)	(11,509,732)
Purchases of property and equipment	(3,648,333)	(2,937,247)
Net cash used by investing activities	(3,090,455)	(2,823,316)
Cash flows from financing activities		
Payments on long-term debt	(1,007,371)	(5,281,757)
Proceeds from issuance of long-term debt	-	185,436
Net cash used by financing activities	(1,007,371)	(5,096,321)
Net increase in cash and cash equivalents	723,125	2,963,567
Cash and cash equivalents, beginning of year	8,561,673	5,598,106
Cash and cash equivalents, end of year	$ 9,284,798	$ 8,561,673
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 253,318	$ 361,150

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

Nature of Business

Androscoggin Valley Hospital, Inc. is a critical access hospital (CAH) providing inpatient, outpatient, emergency care, specialty care and physician/provider services to residents of Berlin, New Hampshire and the surrounding communities. The Hospital's subsidiaries include Northcare, the former parent of the Hospital, an inactive entity, Androscoggin Valley Hospital Foundation, Inc. (Foundation), a company formed to conduct fund-raising activities and manage trusteed investments that support health-related community programs, and Mountain Health Services, Inc. (MHS), which ceased existence during 2019. Androscoggin Valley Hospital, Inc. and Subsidiaries are collectively referred to herein as the "Hospital."

On June 30, 2015, the Hospital along with three other hospitals in the North Country region of New Hampshire, Littleton Regional Hospital, Upper Connecticut Valley Hospital, and Weeks Medical Center, signed an Affiliation Agreement. The Boards of each of the hospitals approved the affiliation documents which consist of an Affiliation Agreement, Management Services Agreement, and proposed Bylaw changes. The application to the New Hampshire Attorney General's office and Charitable Trust Unit was approved in December 2015. On April 1, 2016, the hospitals closed on the formation of the new parent organization, North Country Healthcare. North Country Healthcare was established to coordinate activities of the four hospitals and an affiliated home health operating company. As a result of the affiliation, North Country Healthcare is the parent of the Hospital. Effective September 30, 2019, Littleton Regional Hospital ended its participation in the affiliation.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Androscoggin Valley Hospital Inc., Northcare, the Foundation, and MHS. All significant intercompany accounts and transactions have been eliminated in consolidation.

Newly Adopted Accounting Pronouncement

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for the Hospital for the year ended September 30, 2019. Required disclosures for 2018 are also included in these financial statements.

Basis of Presentation

The financial statements of the Hospital have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Hospital to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Hospital. These net assets may be used at the discretion of the Hospital's management and the Board of Directors (Board).

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by the actions of the Hospital or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of operations and changes in net assets.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash equivalents include short-term investments which have a maturity of three months or less when purchased, and exclude amounts limited as to use by Board designation.

Patient Accounts Receivable

Patient accounts receivable are carried at the amount management expects to collect from outstanding balances.

Patient receivables are periodically evaluated for collectibility based on credit history and current financial condition. Provisions for losses on receivables are determined on the basis of loss experience, known and inherent risks, estimated value of collateral and current economic conditions. The Hospital uses the allowance method to account for uncollectible accounts receivable.

In evaluating the collectibility of accounts receivable, the Hospital analyzes past results and identified trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts and the provision for bad debts. Data in each major payor source are regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to patients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established at varying levels based on the age of the receivables and the payor source. For receivables relating to self-pay patients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of patients to pay amounts for which they are financially responsible. Actual write-offs after management has used reasonable collection efforts are charged against the allowance for doubtful accounts.

Supplies

Supplies are carried at the lower of cost (determined by the first-in, first-out method) or market.

Assets Limited as to Use

Assets limited as to use include designated assets set aside by the Board for future capital improvements over which the Board retains control, and which it may at its discretion subsequently use for other purposes.

Investments and Investment Income

Investments are reported as assets limited as to use and deferred compensation investments. Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including realized gains and losses on investments, interest, and dividends) is included in the (deficiency) excess of revenues and gains over expenses and losses unless the income or loss is restricted by donor or law. Unrealized gains and temporary unrealized losses on investments are excluded from this measure.

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

Property and Equipment

Property and equipment acquisitions are recorded at cost or, if contributed, at fair value determined at the date of donation, less accumulated depreciation. The Hospital's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the useful lives of the related assets. The provision for depreciation has been computed using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives.

Bond Issuance Costs

The costs incurred to obtain long-term financing are being amortized by the straight-line method over the repayment period of the related debt. The costs are included in long-term debt in the balance sheets.

Employee Fringe Benefits

The Hospital has an "earned time" plan which provides benefits to employees for paid leave hours. Under this plan, each employee earns paid leave for each 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. The Hospital accrues a liability for such paid leave as it is earned. The earned time plan does not cover the providers.

Net Patient Service Revenue

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from established rates. Payment arrangements include prospectively-determined rates per discharge, reimbursed costs, discounted charges, and per diem payments. 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 recorded on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Hospital provides care to patients who meet certain criteria under its community care policy without charge or amounts less than its established rates. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

Medicaid Enhancement Tax

The Hospital pays a healthcare provider tax of 5.45% on certain net patient service revenue, which is reported as Medicaid enhancement tax in the statements of operations.

Operating Income

For purposes of display, transactions deemed by management to be ongoing, major, or central to the provision of healthcare services are reported in operating income. Gain or (loss) on disposal of property and equipment and investment income used to fund interest expense and other operating expenses are also included in operating income. Peripheral or incidental transactions and community benefit grants are reported as nonoperating gains (losses), which primarily include certain investment income (losses), contributions and support of community programs and community benefit grants.

Excess (Deficiency) of Revenues and Gains Over Expenses and Losses

The consolidated statements of operations include the excess (deficiency) of revenues and gains over expenses and losses. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, include unrealized gains and temporary unrealized losses on investments other than trading securities.

Income Taxes

Androscoggin Valley Hospital, Inc. and Subsidiaries are non-profit organizations as described in Section 501(c)(3) of the Internal Revenue Code and therefore are exempt from federal income taxes on related income.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through December 10, 2019, which was the date the financial statements were available to be issued.

In November 2019, the Hospital entered into a purchase and sale agreement for the acquisition of a building in Gorham, New Hampshire. The purchase price is $700,000, which management expects to fund through operations. In addition, the Hospital entered into a construction contract to renovate the building with a maximum contract cost of $1,173,000. The project is anticipated to be completed by the end of April 2020.

2. Net Patient Service Revenue and Patient Accounts Receivable

Net Patient Service Revenue

Patient service revenue is reported net of contractual allowances and other discounts as follows for the years ended September 30:

	2019	2018
Patient services		
Inpatient	$ 16,312,754	$ 16,777,686
Outpatient	66,577,468	62,364,452
Provider services	12,310,426	11,793,256
Gross patient service revenue	95,200,648	90,935,394
Less contractual allowances	34,774,213	29,737,655
Less charity care	893,023	1,005,186
Patient service revenue (net of contractual allowances and discounts)	59,533,412	60,192,553
Less provision for bad debts	3,314,818	1,722,160
Net patient service revenue	$ 56,218,594	$ 58,470,393

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

Medicare

The Hospital was granted CAH status. Under CAH status, the Hospital is reimbursed 101% of allowable costs for its inpatient, outpatient, and swing-bed services provided to Medicare beneficiaries. The 101% is currently reduced by a federal sequestration of 2%. For providers and certain lab services, the Hospital is paid on a fee schedule.

The Hospital is reimbursed for cost reimbursable items at tentative rates, with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's Medicare cost reports have been settled by the Medicare fiscal intermediary through December 31, 2014.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed at prospectively-determined rates per day of hospitalization. The prospectively-determined per-diem rates are not subject to retroactive adjustment. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under a cost reimbursement methodology. The Hospital is reimbursed at a prior year tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the fiscal intermediary. The Hospital's Medicaid cost reports have been settled by the fiscal intermediary through December 31, 2013.

Provider services are paid based on a fee schedule.

Anthem

Inpatient and outpatient services rendered to Anthem subscribers are reimbursed based on standard charges less a negotiated discount, except for lab, radiology, and physician services which are reimbursed on fee schedules.

The Hospital has also entered into payment agreements with certain other commercial insurance carriers and health maintenance organizations. The basis for payment to the Hospital under these agreements includes prospectively-determined rates, discount from charges and prospectively-determined daily rates.

Revenues from Medicare and Medicaid programs accounted for approximately 50% and 9%, respectively, of the Hospital's net patient revenue for the year ended September 30, 2019 and 48% and 8%, respectively, of the Hospital's net patient revenue for the year ended September 30, 2018. Laws and regulations governing the Medicare and Medicaid programs are extremely

complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. In 2019 and 2018, net patient service revenue increased by approximately $1,141,000 and $1,236,000, respectively, due to changes in prior year estimates and the favorable results of Medicare cost report reopenings and disproportionate share hospital program audits.

Patient service revenue, net of contractual allowances and discounts (but before the provision for bad debts), recognized during the years ended September 30, 2019 and 2018 totaled $59,533,412 and $27,044,488, respectively, of which $58,710,598 and $26,565,183, respectively, were revenues from third-party payors and $822,814 and $479,305, respectively, were revenues from self-pay patients.

Under the State of New Hampshire's Medicaid program, the Hospital recognizes disproportionate share payment revenue which amounted to $5,028,832 and $8,147,706 for 2019 and 2018, respectively, and is recorded in net patient service revenue. Because the methodologies used to determine disproportionate share payments remain unsettled, the Hospital has reserved a portion of the amounts received.

Long-term estimated third-party payor settlements consist of estimates related to Medicare's potential disallowance of Medicaid enhancement tax as an allowable cost and state disproportionate share pending settlements. Due to unresolved issues at the federal and state levels for both matters, the Hospital has classified the balances as long-term.

Charity Care

The Hospital maintains records to identify and monitor the level of charity care it provides. These records include the amount of charges foregone for the services and supplies furnished under its charity care policy, the estimated cost of those services and supplies and equivalent services statistics. For the years ended September 30, 2019 and 2018, 1% of all services, as defined by percentage of gross revenue, was provided on a charity care basis.

The estimated expense incurred to provide charity care for the years ended September 30, 2019 and 2018 was approximately $557,000 and $629,000, respectively. The Hospital estimates its cost of charity care by applying an overall cost to charge ratio to the gross charges foregone.

Patient Accounts Receivable

Patient accounts receivable is stated net of estimated contractual allowances and allowances for doubtful accounts as follows as of September 30:

	2019	2018
Gross patient accounts receivable	$14,537,293	$12,982,987
Less: Estimated contractual allowances	5,982,782	4,868,634
Estimated allowance for doubtful accounts	4,166,936	3,059,647
Net patient accounts receivable	$ 4,387,575	$ 5,054,706

The portion representing the estimated allowance for doubtful accounts at September 30 is as follows, with the increase in the allowance attributed to the increase in self-pay accounts receivable:

	2019	2018
Self-pay patients	$ 2,657,582	$ 1,702,704
All other payors	1,509,354	1,356,943
	$ 4,166,936	$ 3,059,647

Self-pay write-offs decreased from $2,145,043 in 2018 to $1,906,792 in 2019. The change resulted from trends experienced in the collection of amounts from self-pay patients and third-party payors and the clean-up of account balances in 2018.

3. Assets Limited as to Use

Assets limited as to use consisted of the following as of September 30:

	2019	2018
Cash, cash equivalents, and short-term investments	$ 1,413,850	$ 4,866,871
U.S. Treasury securities and government-sponsored enterprises	208,892	398,614
Corporate bonds	1,475,029	1,841,708
Exchange traded funds	8,603,963	4,343,163
Mutual funds	14,669,314	15,594,132
	$26,371,048	$27,044,488

Investment income and gains (losses) for assets limited as to use, cash equivalents, and other investments are comprised of the following for the years ended September 30:

	2019	2018
Income		
Interest and dividend income	$ 628,967	$ 533,425
Realized gains on sales of securities	203,223	1,412,527
Management fees	(95,080)	(93,442)
	$ 737,110	$ 1,852,510
Other changes in unrestricted net assets		
Change in net unrealized losses	$ (318,785)	$ (1,110,339)

Investment income is included in the statement of operations as follows:

	2019	2018
Other operating revenue	321,371	343,859
Nonoperating gains	415,739	1,508,651
	$ 737,110	$ 1,852,510

Total gross unrealized losses sustained for less than twelve months and twelve months or longer were approximately $84,500 and $221,100, respectively, on investments held at September 30, 2019. In the opinion of management, no individual unrealized loss as of September 30, 2019 represents an other-than-temporary impairment. The Hospital has both the intent and the ability to hold these securities for the time necessary to recover its cost.

4. Availability and Liquidity of Financial Assets

As of September 30, 2019 and 2018, the Hospital has working capital of $9,716,226 and $9,599,939, respectively, and average days (based on normal expenditures) cash and cash equivalents on hand of 59 and 57, respectively.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, were as follows as of September 30:

	2019	2018
Cash and cash equivalents	$ 9,284,798	$ 8,561,673
Patient accounts receivable, net	4,387,575	5,054,706
Other receivables, net	2,180,380	2,781,678
Financial assets available at year end for current use	$ 15,852,753	$ 16,398,057

The Hospital has $26,371,048 and $27,044,488 at September 30, 2019 and 2018, respectively, that are designated assets set aside by the Board for future capital improvements. These assets limited as to use are not available for general expenditure within the next year; however, the internally designated amounts could be made available, if necessary. As of fiscal yearend, the Hospital's goal is to maintain cash and assets limited as to use balances to meet 192 days of operating expenses.

5. Fair Value Measurement

FASB Accounting Standards Codification Topic (ASC) 820, *Fair Value Measurement,* defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets and liabilities measured at fair value on a recurring basis, and reconciliations to related amounts reported in the balance sheet, are summarized below.

		Fair Value Measurements at September 30, 2019 Using		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash, cash equivalents, and short-term investments	$ 1,413,850	$ 1,413,850	$ -	$ -
U.S. Treasury securities and government-sponsored enterprises	208,892	208,892	-	-
Corporate bonds	1,475,029	-	1,475,029	-
Exchange traded funds	8,603,963	8,603,963	-	-
Mutual funds	14,669,314	14,669,314	-	-
Total assets limited as to use reported at fair value	$ 26,371,048	$ 24,896,019	$ 1,475,029	$ -
Investments to fund deferred compensation Mutual funds	$ 5,727,618	$ 5,727,618	$ -	$ -
Total investments to fund deferred compensation	$ 5,727,618	$ 5,727,618	$ -	$ -

	Total	Fair Value Measurements at September 30, 2018 Using: Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and cash equivalents	$ 4,866,871	$ 4,866,871	$ -	$ -
U.S. Treasury securities and government-sponsored enterprises	398,614	398,614	-	-
Corporate bonds	1,841,708	-	1,841,708	-
Exchange traded funds	4,343,163	4,343,163	-	-
Mutual funds	15,594,132	15,594,132	-	-
Total assets limited as to use measured at fair value	$27,044,488	$25,202,780	$1,841,708	$ -
Investments to fund deferred compensation Mutual funds	$ 5,379,427	$ 5,379,427	$ -	$ -
Total investments to fund deferred compensation	$ 5,379,427	$ 5,379,427	$ -	$ -

The fair value for Level 2 assets is primarily based on quoted prices for similar assets.

6. Property and Equipment

The major categories of property and equipment were as follows as of September 30:

	2019	2018
Land	$ 77,592	$ 77,592
Land improvements	1,520,204	1,523,507
Buildings and fixtures	22,740,345	22,452,111
Fixed equipment	8,204,706	7,482,827
Major moveable equipment	15,662,494	16,852,464
	48,205,341	48,388,501
Less accumulated depreciation	34,993,718	35,056,159
	13,211,623	13,332,342
Construction in progress	2,757,620	1,339,869
	$15,969,243	$14,672,211

The Hospital has various projects included in construction in progress. As of September 30, 2019 there was approximately $1,760,000 related to upgrading of the Hospital's electronic health records reporting system and server. The projects are expected to be completed by November 2020 with an estimated cost to complete of approximately $556,000. All projects are being funded through operations.

7. Other Assets

Other assets consist of the following at September 30:

	2019	2018
Deferred compensation assets	$ 5,727,618	$ 5,379,427
Equity interest in Great Northwoods Community Foundation	7,189	-
	$ 5,734,807	$ 5,379,427

The Hospital owns a 50% interest in Great Northwoods Community Foundation (GNCF). The investment in GNCF is reported in accordance with the equity method.

8. Long-Term Debt

Long-term debt consists of the following as of September 30:

	2019	2018
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Androscoggin Valley Hospital Issue, Series 2012.		
Term bond, $12,500,000, maturing on April 1, 2022, payable in equal monthly installments of $88,530, including interest at 3.312%.	$ 7,065,519	$ 8,028,123
Capital lease obligation payable in equal monthly installments of $4,272, including interest at 5.20%, through November 2021; collateralized by leased equipment.	105,040	149,807
Total long-term debt, before unamortized bond issuance costs	7,170,559	8,177,930
Unamortized bond issuance costs	(30,293)	(42,833)
	7,140,266	8,135,097
Less current portion	886,288	1,003,635
Long-term debt, excluding current portion	$ 6,253,978	$ 7,131,462

The NHHEFA Revenue Bonds (Androscoggin Valley Hospital Issue, Series 2012) in the amount of $14,500,000 were issued in March 2012 for the purpose of refinancing existing indebtedness and retiring the Hospital's interest rate swap contract. The Revenue Bonds consist of two term bonds in the amounts of $2,000,000 and $12,500,000. The $2,000,000 term bond was paid off in 2019. The term of the remaining bond is ten years (with a five-year renewal option). A negative-negative pledge agreement was provided as security.

The Series 2012 Revenue Bond Agreement contains various restrictive covenants, which include compliance with certain financial ratios and a detail of events constituting defaults. The Hospital is in compliance with these requirements at September 30, 2019.

Scheduled principal repayments on long-term debt are as follows:

Year ending September 30,	Bonds Payable	Capital Lease Obligations
2020 (included in current liabilities)	$ 839,222	$ 51,266
2021	868,472	51,266
2022	5,357,825	8,542
	$ 7,065,519	111,074
Less amount representing interest under capital lease obligations		6,034
		$ 105,040

9. Retirement Plans

The Hospital sponsors a 403(b) retirement plan for their employees. To be eligible to participate in the 403(b) plan, an employee must meet certain requirements as specified in the Plan documents. The amount charged to expense for the 403(b) plan totaled $411,546 and $372,418 for 2019 and 2018, respectively.

In addition, the Hospital maintains a 457(b) deferred compensation plan for certain employees. An asset and liability of $5,727,618 and $5,379,427, respectively, have been recorded related to this plan for 2019 and 2018.

10. Commitments and Contingencies

Malpractice Loss Contingencies

The Hospital insures its medical malpractice risks on a claims-made basis under a policy which covers all employees of the Hospital. A claims-made policy provides specified coverage for claims reported during the policy term. The policy contains a provision which allows the Hospital to purchase "tail" coverage for an indefinite period of time to avoid any lapse in insurance coverage. The Hospital is subject to complaints, claims and litigation due to potential claims which arise in the normal course of doing business. U.S. GAAP require the Hospital to accrue the ultimate cost of malpractice claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. Amounts accrued under this provision are included in other current accounts receivable and accounts payable and accrued expenses in the balance sheet. The Hospital has evaluated its exposure to losses arising from potential claims and determined necessary accruals. The Hospital has obtained coverage on a claims-made basis and anticipates that such coverage will be available going forward.

Asset Retirement Obligation

FASB ASC 410, *Asset Retirement and Environmental Obligations*, requires entities to record asset retirement obligations at fair value if they can be reasonably estimated. The State of New Hampshire requires special disposal procedures relating to building materials containing asbestos. The Hospital building contains some encapsulated asbestos, but a liability has not been recognized. This is because there are no current plans to renovate or dispose of the building that would require the removal of the asbestos; accordingly, the liability has an indeterminate settlement date and its fair value cannot be reasonably estimated.

Community Benefit Grant

The Hospital and Coos County Family Health Services (CCFHS) have entered into an agreement whereby the Hospital will provide funding in the form of a community benefit grant to CCFHS for the purpose of supporting a portion of the otherwise uncompensated costs incurred by CCFHS for provider services. The terms of the agreement require that the Hospital provide CCFHS with the agreed-upon community benefit grant funds on July 1 of the appropriate grant year. The amount of the community benefit grant to be awarded is determined on an annual basis in accordance with the terms of the agreement. The initial term of the community benefit grant agreement expires July 31, 2023. Grant expense of $440,418 and $1,010,900 was incurred for the years ended September 30, 2019 and 2018, respectively.

The community benefit grant has been negotiated to the following payment schedule, contingent upon CCFHS achieving certain annual encounter levels:

On July 1	Not to Exceed
2019 - 2023	$475,000

In addition, as part of this agreement, the Hospital will establish a Community Initiative Grant Fund that will be used to fund community initiatives designed to provide or enhance healthcare services to the medically underserved residents of Coos County.

11. Concentrations of Credit Risk

The Hospital grants credit without collateral to its patients. The mix of receivables from patients and third-party payors was as follows as of September 30:

	2019	2018
Medicare	30 %	30 %
Medicaid	21	17
Commercial insurances and other	31	42
Patients	18	11
	100 %	100 %

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses in such accounts. Hospital management believes it is not exposed to any significant risk on cash and cash equivalents.

12. Functional Expenses

The Hospital provides general healthcare services to residents within their geographic locations. Expenses related to providing these services are as follows for the year ended September 30, 2019:

	Program Services	General and Administrative	Total
Salaries, wages, and fringe benefits	$ 26,647,408	$ 5,550,844	$ 32,198,252
Contract labor	4,804,159	49,835	4,853,994
Supplies and other	12,583,775	4,561,925	17,145,700
Medicaid enhancement tax	2,578,281	-	2,578,281
Depreciation	2,168,880	182,421	2,351,301
Interest	264,321	-	264,321
	$ 49,046,824	$ 10,345,025	$ 59,391,849

13. Related Party Transactions

As a member of North Country Healthcare, the Hospital shares in various services with the other member hospitals and the parent. For the years ended September 30, 2019 and 2018, the Hospital billed other member hospitals $2,408,269 and $2,050,190, respectively, and expensed $1,634,077 and $1,726,553, respectively, for shared services. At September 30, 2019 and 2018, the following amounts were due from (to) the affiliates and the parent and are included in other accounts receivable:

	2019	2018
Upper Connecticut Valley Hospital	$ 110,678	$ 137,799
Weeks Medical Center	44,668	98,290
North Country Home Health & Hospice Agency, Inc.	202,333	196,000
North Country Healthcare	215,177	383,695
Total	$ 572,856	$ 815,784

SUPPLEMENTARY INFORMATION

Schedule 1
ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

Consolidating Balance Sheets

September 30, 2019
(with comparative totals for September 30, 2018)

ASSETS

	Androscoggin Valley Hospital, Inc.	Northcare	Androscoggin Valley Hospital Foundation, Inc.	Eliminations	2019 Consolidated	2018 Consolidated
Current assets						
Cash and cash equivalents	$ 9,284,798	$ -	$ -	$ -	**$ 9,284,798**	$ 8,561,673
Patient accounts receivable, net	4,387,575	-	-	-	**4,387,575**	5,054,706
Other accounts receivable	2,180,380	-	-	-	**2,180,380**	2,781,678
Supplies	821,516	-	-	-	**821,516**	724,365
Prepaid expenses and other current assets	742,798	-	-	-	**742,798**	648,621
Total current assets	17,417,067	-	-	-	**17,417,067**	17,771,043
Due from affiliates	564,005	-	-	564,005	**-**	-
Assets limited as to use	23,683,314	-	2,687,734	-	**26,371,048**	27,044,488
Property and equipment, net	15,969,243	-	-	-	**15,969,243**	14,672,211
Other assets	5,734,807	-	-	-	**5,734,807**	5,379,427
Total assets	$ 63,368,436	$ -	$ 2,687,734	$ 564,005	**$ 65,492,165**	$ 64,867,169

ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

Consolidating Balance Sheets

September 30, 2019
(with comparative totals for September 30, 2018)

LIABILITIES AND NET ASSETS (DEFICIT)

	Androscoggin Valley Hospital, Inc	Northcare	Androscoggin Valley Hospital Foundation, Inc.	Eliminations	**2019 Consolidated**	2018 Consolidated
Current liabilities						
Current portion of long-term debt	$ 886,288	$ -	$ -	$ -	**$ 886,288**	$ 1,003,635
Accounts payable and accrued expenses	2,771,568	-	-	-	**2,771,568**	2,924,682
Accrued salaries and related amounts	2,976,931	-	-	-	**2,976,931**	3,184,691
Estimated third-party payor settlements	1,066,054	-	-	-	**1,066,054**	1,058,096
Total current liabilities	7,700,841	-	-	-	**7,700,841**	8,171,104
Estimated third-party payor settlements	19,023,322	-	-	-	**19,023,322**	16,978,825
Long-term debt, excluding current portion	6,253,978	-	-	-	**6,253,978**	7,131,462
Due to affiliates	-	518,580	45,425	564,005	-	-
Deferred compensation	5,727,618	-	-	-	**5,727,618**	5,379,427
Total liabilities	38,705,759	518,580	45,425	564,005	**38,705,759**	37,660,818
Net assets (deficit)						
Without donor restrictions	24,662,677	(518,580)	2,598,547	-	**26,742,644**	27,162,589
With donor restrictions	-	-	43,762	-	**43,762**	43,762
Total net assets (deficit)	24,662,677	(518,580)	2,642,309	-	**26,786,406**	27,206,351
Total liabilities and net assets (deficit)	$ 63,368,436	$ -	$ 2,687,734	$ 564,005	**$ 65,492,165**	$ 64,867,169

ANDROSCOGGIN VALLEY HOSPITAL, INC. AND SUBSIDIARIES

Schedule 2

Consolidating Statements of Operations

Year Ended September 30, 2019
(with comparative totals for the year ended September 30, 2018)

	Androscoggin Valley Hospital, Inc.	Androscoggin Valley Hospital Foundation, Inc.	Mountain Health Services, Inc.	Eliminations	**2019 Consolidated**	2018 Consolidated
Revenues and gains without donor restrictions						
Patient service revenue (net of contractual allowances and discounts)	$ 59,533,412	$ -	$ -	$ -	**$ 59,533,412**	$ 60,192,553
Less provision for bad debts	3,314,818	-	-	-	**3,314,818**	1,722,160
Net patient service revenue	56,218,594	-	-	-	**56,218,594**	58,470,393
Other revenues	3,272,351	63,534	-	-	**3,335,885**	3,285,142
Revenues and gains without donor restrictions	59,490,945	63,534	-	-	**59,554,479**	61,755,535
Operating expenses						
Salaries, wages, and fringe benefits	32,198,252	-	-	-	**32,198,252**	31,131,790
Contract labor	4,853,994	-	-	-	**4,853,994**	4,724,051
Supplies and other	17,145,700	-	-	-	**17,145,700**	15,562,944
Medicaid enhancement tax	2,578,281	-	-	-	**2,578,281**	2,645,534
Depreciation and amortization	2,351,301	-	-	-	**2,351,301**	2,397,405
Interest	264,321	-	-	-	**264,321**	397,535
Total operating expenses	59,391,849	-	-	-	**59,391,849**	56,859,259
Operating income	99,096	63,534	-	-	**162,630**	4,896,276
Nonoperating gains (losses)						
Investment income, net	372,929	42,810	-	-	**415,739**	1,508,651
Contributions, net	(191,826)	(54,474)	-	-	**(246,300)**	(270,230)
Community benefit grant expense	(440,418)	-	-	-	**(440,418)**	(1,010,900)
Gain on investment in Greater Northwoods Community Foundation	7,189	-	-	-	**7,189**	-
Nonoperating (losses) gains, net	(252,126)	(11,664)	-	-	**(263,790)**	227,521
(Deficiency) excess of revenues and gains over expenses and losses	(153,030)	51,870	-	-	**(101,160)**	5,123,797
Net unrealized losses on investments	(233,129)	(85,656)	-	-	**(318,785)**	(1,110,339)
Equity transfer	70,688	-	(70,688)	-	**-**	-
(Decrease) increase in net assets without donor restrictions	$ (315,471)	$ (33,786)	$ (70,688)	$ -	**$ (419,945)**	$ 4,013,458

north country healthcare | Androscoggin Valley Hospital

COMPOSITION OF AVH BOARD
2020-2021

Board of Directors

Donna Goodrich, *Chair* (Independent) - 2023

Jay Poulin, *Vice-Chair* (Independent) - 2021

Max Makaitis, *Treasurer* (Independent) - 2023

Martha Laflamme, *Secretary* (Independent) - 2022

Louise Belanger (Independent) - 2021

Javier Cardenas, MD (Dependent) - 2022

Jerry Rittenhouse, MD (Dependent, *Med Staff Pres.*)

Eric Johnson (Independent) - 2021

Randall Labnon (Independent) - 2021

Thomas McCue (Independent) - 2021

Michael Peterson (Dependent, *Hospital President/CEO*)

Daniel van Buren, MD (Independent) - 2023

Tim Godin (Independent) - 2022

vacancy (Independent)

EFFECTIVE DATE: May 1, 2020

[redacted]

Education

WHITE MOUNTAIN COMMUNITY COLLEGE, Littleton NH
2017-2018
White Mountain Community College
Medical Assistant Program

PLYMOUTH STATE UNIVERSITY, Plymouth NH
2012-2013
Master of Education Curriculum and Instruction with a Concentration in K-12 Education

GRANITE STATE COLLEGE, Concord NH
2009-2011
Advanced Endorsements
Learning Disabilities
Emotional Behavioral Disorders
Intellectual and Developmental Disabilities
Certification for Early Childhood Special Education

OFFICE OF EDUCATION PROGRAMS, Concord NH
2007-2008
Special Education Teacher Training (SETT) Program

GRANITE STATE COLLEGE, Concord NH
2007
Bachelors in Child and Family Studies
Summa Cum Laude

HESSER COLLEGE, Manchester NH
1995
Associates in Criminal Justice
Magna Cum Laude
Phi Theta Kappa Honor Society

Experience

Weeks Medical Center, Lancaster, NH
NCRC Team Leader
Doorway At Androscoggin Valley Hospital Team Leader
December 2017- Current

- The MAT/Behavioral Health Team Leader will work full time and is responsible for clinical quality, oversight, coordination, and standardization of the MAT and Behavioral Health Teams.
- The MAT/Behavioral Health Team Leader is responsible for optimizing work flow, improving efficiency as well as overseeing clinical issues and ensuring day-to-day functions within the teams is well maintained.
- The MAT/Behavioral Health Team Leader also works as a member of the clinical team and is responsible for utilizing the Nursing Process to ensure that quality care is provided to patients of the Behavioral Health Team as well as those patients enrolled in the North Country Recovery Center program.
- She/he will oversee other non-provider team members in the provision of care to patients with behavioral health and substance misuse/addiction.

- Follows and promotes best practices in the treatment of healthcare and addiction.

Weeks Medical Center, Lancaster, NH
Behavioral Health Case Manager
November 2017-December 2017

- Perform appropriate interviews and case management assessments
- Identify related client specific plans, goals and methodology
- Develop and facilitate client specific services
- Monitor in various community based settings while working with a wide range of ages, and with individuals, groups and families, from diverse backgrounds and cultural orientations
- Conduct and record as assigned, face-to-face interviews with collateral and networking contacts, maintaining correspondence and case records in accordance with agency and regulatory standards and requirements
- Participate in inter- and intra-agency planning and service coordination to improve and enhance service continuity and effectiveness
- Medication monitoring in the community, where and when relevant and approved by medical staff, and documenting all relevant information
- Participate in regular interdisciplinary staff meetings and provide reports as assigned
- Possess knowledge of consumer rights, confidentiality laws and related policy and procedure
- Document and chart professionally
- Maintain effective community and interagency relations

Indian Stream Health Center, Colebrook, NH
Behavioral Health Case Manager
June 2016-November 2017

- Perform appropriate interviews and case management assessments
- Identify related client specific plans, goals and methodology
- Develop and facilitate client specific services
- Monitor in various community based settings while working with a wide range of ages, and with individuals, groups and families, from diverse backgrounds and cultural orientations
- Conduct and record as assigned, face-to-face interviews with collateral and networking contacts, maintaining correspondence and case records in accordance with agency and regulatory standards and requirements
- Participate in inter- and intra-agency planning and service coordination to improve and enhance service continuity and effectiveness
- Medication monitoring in the community, where and when relevant and approved by medical staff, and documenting all relevant information
- Participate in regular interdisciplinary staff meetings and provide reports as assigned
- Possess knowledge of consumer rights, confidentiality laws and related policy and procedure
- Document and chart professionally
- Maintain effective community and interagency relations

Colebrook Elementary School, Colebrook, NH
Pre-School Teacher/Special Educator/Case Manager
September 2011-June 2016

- Planning and implementing Preschool Curriculum
- Supervision of paraprofessionals
- Working with and developing curriculum for children with special needs within the preschool setting

Teacher, Case Manager
March 21, 2006-June 2016

- Planned curriculums
- Supervised of Paraprofessionals
- Provided resources for children with special needs
- Managed IEP meetings with all accompanying paperwork
- Collaborated with regular education teachers to develop and implement Individual Education Plans and 504 Plan

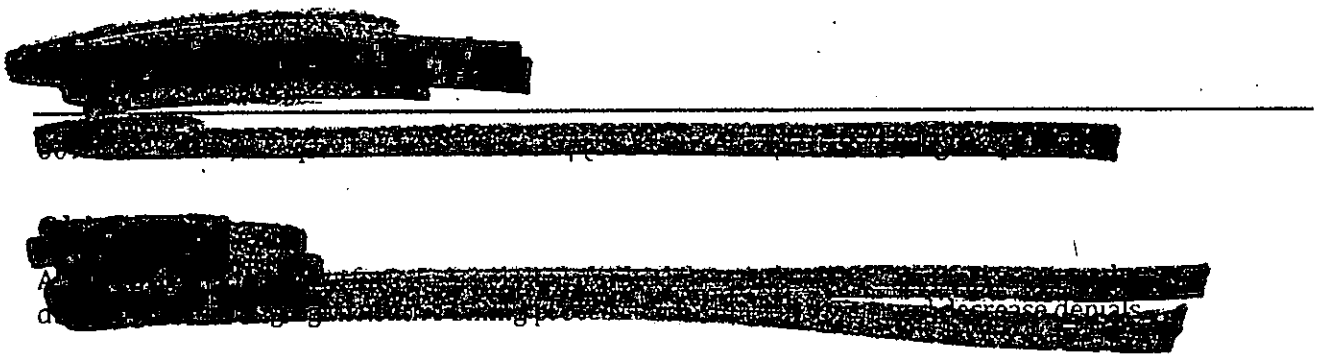
Paraprofessional
December 2, 2003-March 20, 2006

- Assisted students with activities initiated by the teachers.
- Supervised students during special activities as well as lunch, recess and hallway duties as requested by the supervisor
- Reinforced learning in small groups
- Assisted the teacher with everyday tasks such as observing, recording or charting behavior
- Carried out instructional programs

Special Training and Certifications

- Certified Medical Assistant
- MOAB (Management of Aggressive Behavior)
- Certified CPR/1st Aid
- Certified Nonviolent Crisis Intervention
- Master of Education degree
- Certification in Early Childhood Special Education
- Advanced Endorsement Certification for Emotional Behavioral Disorders
- Advanced Endorsement Certification for Learning Disabilities
- Advanced Endorsement for Intellectual and Developmental Disabilities
- Certified Trainer for Suicide Prevention
- Certified Teacher Elementary Education K-6
- Certified General Special Education Teacher

References furnished upon request



Education

JOHNSON STATE COLLEGE, JOHNSON, VERMONT

- Major: Accounting
- Practice Management Certification
- CPC, COC

Experience

Weeks Medical Center , Lancaster NH August 2018 to Current
Specialty Practice Manager

Provide direct oversight and leadership to multispecialty clinics.

North Country Hospital , Newport VT September 1993 – August 2018
Director Patient Financial Services and Patient Access 1999 - 2018
Practice Management 1993 – 1999

Responsible for developing and maintaining controls within Patient Financial Services. Continually reviewed processes to improve revenue cycle outcomes relative to increased efficiencies, proper payment per contracts, decreased denials, and coordination between departments to capture revenue.-
Provided leadership and operational oversight for Patient Access Staff including Emergency Department. Prior to 1999 managed medical practices including the following OB/Gyn, Orthopaedics, Urology, Neurology and Primary care. Assigned Practices as needed on interim bases as well.

North Country Ob/GYN Services, Newport VT **July 1989 – September 1993**
Practice Manager

Skills & Abilities

PROBLEM SOLVING

- Combine patience, determination, and persistence to troubleshoot issues
- Dynamic, results-oriented problem solver
- Handling complaints from patients regarding services/ billing.
- Skilled at evaluating options and generating solutions
- Strong problem-solving and analytic skills

TEAM WORK

- Possess strong commitment to team environment dynamics with the ability to contribute expertise and follow leadership directives at appropriate times
- Thrive in a team environment and work well with others
- Enjoy working as a team member as well as independently
- Team leader and team player

COMMUNICATION

- Excellent written and verbal communication skills
- Confident, articulate, and professional speaking abilities (and experience)
- Empathic listener and persuasive speaker

LEADERSHIP

- Able to lead others in high-demand situations
- Delegating tasks or responsibilities
- Group facilitating, managing group interactions
- A genuine desire to achieve, excel and evolve
- Strong interpersonal skills resulting in exceptional rapport with people. Proven success in initiating, promoting and maintaining strong interpersonal relations. Able to deal courteously, professionally, and tactfully with the public in a variety of circumstances
- Focused, versatile, dependable, multi-task oriented, flexible, positive, able to adapt effectively to challenging and emergency situations

References Available Upon Request

- Brenda Kelley, Former Co-worker, 802-323-3970
- Elizabeth Lounsbury, Co-worker, 802-673-6717
- William B Peck, MD

CONTRACTOR NAME

Key Personnel

				July – Sept 2020
Name	Job Title	Salary Rate Per Hour	% Paid from this Contract	Amount Paid from this Contract
Lydia McKenzie	Psych Nurse Practitioner	$60.10	60%	$ 18751.20
Scott Parent	LDAC	$29.81	100%	$ 15501.20
Laurie Collins	MA, Team Leader	$26.13	50%	$ 6793.80
Christine Fortin	Manager	$58.51	60%	$ 18255.12
Carissa Rodgers	MA	$15.02	100%	$ 7810.40
Jessica Bregler/Selena Marquis	Case Manager= 1 CM	$21.48	100%	$ 11169.60
Benjamin Waterman/Tiffany Seace	MA= 1 MA	$17.05	100%	$ 8866.00
New – Covid Screener	LNA	$15.00	50%	$ 3900.00
Front Desk		$15.20	50%	$ 3952.00

10 mac

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
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 13, 2019

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, to amend existing **sole source** agreements with the two (2) vendors listed in bold below, to implement and operationalize a statewide network of Doorways for substance use disorder treatment and recovery support services access, by increasing the total price limitation by $537,976 from $19,106,657 to $19,644,633, with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

These agreements were originally approved by the Governor and Executive Council on October 31, 2018 (Item #17A) and Mary Hitchcock Memorial Hospital amended on November 14, 2018 (Item #11).

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	**TBD**	**59 Page Hill Rd. Berlin, NH 03570**	**$1,559,611**	**$110,440**	**$1,670,051**
Concord Hospital, Inc.	**177653-B003**	**250 Pleasant St. Concord, NH, 03301**	**$1,845,257**	**$427,536**	**$2,272,793**
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703	$0	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road, Littleton, NH 03561	$1,572,101	$0	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000	$0	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$4,043,958	$0	$4,043,958
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611	$0	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416	$0	$1,890,416
		Total	**$19,106,657**	**$537,976**	**$19,644,633**

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

will align evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. During the first six (6) months of implementation, the Department identified these factors as inhibitors to the long-term success of the program. The outcomes from this amendment align with the original contract to connect individuals with needed services to lower the deaths from OUD in NH and increase the use of Medication Assisted Treatment.

Approximately 9,700 individuals are expected to be served from August 1, 2019 through June 30, 2020. During the first six (6) months of service, the vendors completed 1,571 clinical evaluations, conducted 2,219 treatment referrals, and served 3,239 individuals.

These contracts will allow the Doorways to continue to ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for SUD, in order to ensure no one in NH has to travel more than sixty (60) minutes to access services. The Doorways increase and standardize services for individuals with OUD; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in NH; and promote engagement in the recovery process. Because no one will be turned away from the Doorway, individuals outside of OUD are also being seen and referred to the appropriate services.

The Department will monitor the effectiveness and the delivery of services required under this agreement using the following performance measures:

- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	$9,325,277	$0	$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	$9,449,380	$537,976	$9,987,356
2021	102-500731	Contracts for Prog Svc	92057040	$0	$0	$0
			Sub-Total	***$18,774,657***	***$537,976***	***$19,312,633***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	$332,000	$0	$332,000
2020	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
2021	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
			Sub-Total	***$332,000***	***$0***	***$332,000***
			Grand Total	**$19,106,657**	**$537,976**	**$19,644,633**

EXPLANATION

This request is **sole source** because upon the intitial award of State Opioid Response (SOR) funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the Department restructured the State's service delivery system to provide individuals a more streamlined process to access substance use disorder (SUD) and Opioid Use Disorder (OUD) services. The vendors above were identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the restructured system.

The purpose of this request is to add funding for: Naloxone kits to distribute to individuals and community partners; additional flexible funds to address barriers to care such as transportation and childcare; and respite shelter vouchers to assist in accessing short-term, temporary housing. This action

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Androscoggin Valley Hospital, Inc. (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 59 Page Hill Road, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,670,051

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/19
Date

Name: Katja S. Fox
Title: Director

Androscoggin Valley Hospital, Inc.

7/25/2019
Date

Name: Michael D. Peterson
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Coos on July 25, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jillian P. Hammond, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/15/2019

JILLIAN P. HAMMOND, Notary Public
My Commission Expires October 15, 2019

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/31/2019
Date

Name: Takhmina Rakhmatova
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Berlin Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.8.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

3.1.8.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.8.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.7. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

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.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

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

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Berlin Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.
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.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $76,593 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $170,842 for State Fiscal Year 2020.
   5.3. Respite Shelter Voucher funds in the amount of $66,483 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments 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 budget line item.
   9.2. 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.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. 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.

9.5. 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.

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov.

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

10. 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 approval of the Governor and Executive Council.

11. 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.

Exhibit B-2 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Androscoggin Valley Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost Direct	Total Program Cost Indirect	Total Program Cost Total	Contractor Share / Match Direct	Contractor Share / Match Indirect	Contractor Share / Match Total	Funded by DHHS contract share Direct	Funded by DHHS contract share Indirect	Funded by DHHS contract share Total
1. Total Salary/Wages	$ 322,000.00	$ -	$ 322,000.00	$ -	$ -	$ -	$ 322,000.00	$ -	$ 322,000.00
2. Employee Benefits	$ 112,500.00	$ -	$ 112,500.00	$ -	$ -	$ -	$ 112,500.00	$ -	$ 112,500.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
Pharmacy/Naloxone	$ 170,842.00	$ -	$ 170,842.00	$ -	$ -	$ -	$ 170,842.00	$ -	$ 170,842.00
Medical	$ 3,800.00	$ -	$ 3,800.00	$ -	$ -	$ -	$ 3,800.00	$ -	$ 3,800.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
7. Occupancy	$ 14,500.00	$ -	$ 14,500.00	$ -	$ -	$ -	$ 14,500.00	$ -	$ 14,500.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
10. Marketing/Communications	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
11. Staff Education and Training	$ 6,700.00	$ -	$ 6,700.00	$ -	$ -	$ -	$ 6,700.00	$ -	$ 6,700.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ 55,000.00	$ -	$ 55,000.00	$ -	$ -	$ -	$ 55,000.00	$ -	$ 55,000.00
*Flex	$ 76,593.00	$ -	$ 76,593.00	$ -	$ -	$ -	$ 76,593.00	$ -	$ 76,593.00
Respite Shelter Voucher	$ 66,483.00		$ 66,483.00				$ 66,483.00	$ -	$ 66,483.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 848,918.00	$ -	$ 848,918.00	$ -	$ -	$ -	$ 848,918.00	$ -	$ 848,918.00

Indirect As A Percent of Direct 0.0%

Contractor Initials MAP
Date 7/24/2019

OCT 23'18 11.10 DAS

17A mac

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
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 17, 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 sole source agreements with the eight (8) vendors listed below, in an amount not to exceed $16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton, NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

Funds are available in the following account(s) 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 the 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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704
SFY 2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783
SFY 2021	102-500731	Contracts for Prog Svc	92057040	$0
			Sub-Total	***$16,274,487***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92052561	$332,000
SFY 2020	102-500731	Contracts for Prog Svc	92052561	$0
SFY 2021	102-500731	Contracts for Prog Svc	92052561	$0
			Sub-Total	***$332,000***
			Grand Total	**$16,606,487**

EXPLANATION

This request is **sole source** because the Department is seeking to restructure its service delivery system in order for individuals to have more rapid access to opioid use disorder (OUD) services. The vendors above have been identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the service restructure.. Presently, the Department funds a separate contract with Granite Pathways through December 31, 2018 for Regional Access Points, which provide screening and referral services to individuals seeking help with substance use disorders. The Department is seeking to re-align this service into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. The establishment of nine (9) Regional Hubs (hereafter referred to as Hubs) is critical to the Department's plan.

The Hubs will ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders. The statewide telephone coverage will be accomplished

evaluations for substance use disorders. The statewide telephone coverage will be accomplished through a collaborative effort among all of the Hubs for overnight and weekend access to a clinician, which will be presented to the Governor and Executive Council at the November meeting. The Hubs will be situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors will be responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

In the cities of Manchester and Nashua, given the maturity of the Safe Stations programs as access points in those regions, Granite Pathways, the existing Regional Access Point contractor, was selected to operate the Hubs in those areas to ensure alignment with models consistent with ongoing Safe Station's operations. To maintain fidelity to existing Safe Stations operations, Granite Pathways will have extended hours of on-site coverage from 8am-11pm on weekdays and 11am-11pm on weekends.

The Hubs will receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers will also be able to directly contact their local Hub for services. The Hubs will refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

Funds for each Hub were determined based on a variety of factors, including historical client data from Medicaid claims and State-funded treatment services based on client address, naloxone administration and distribution data, and hospital admissions for overdose events. Funds in these agreements will be used to establish the necessary infrastructure for Statewide Hub access and to pay for naloxone purchase and distribution. The vendors will also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items 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.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services 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 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 Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

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			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 730,632.00
2020	Contracts for Prog Svs	102-500731	$ 813,156.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,788.00**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,611.00**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,890,416.00**

SUB TOTAL			**$ 16,274,487.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT			
100% Federal Funds			
Activity Code: 92052561			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**

Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 300,000.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
SUB TOTAL			**$ 332,000.00**

TOTAL	**$ 16,606,487.00**

FORM NUMBER P-37 (version 5/8/15)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-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 ANDROSCOGGIN VALLEY HOSPITAL, INC		1.4 Contractor Address 59 PAGE HILL ROAD, BERLIN, NH, 03570	
1.5 Contractor Phone Number (603) 752-2200	1.6 Account Number 05-95-92-7040-500731 05-95-92-2559-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,559,611
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Michael D. Peterson, FACHE President, Androscoggin Valley Hospital	

1.13 Acknowledgement: State of NH, County of GRAFTON

On 10/15/18, 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]

BONNIE HAMEL, NOTARY PUBLIC, STATE OF NEW HAMPSHIRE, MY COMMISSION EXPIRES SEPTEMBER 3, 2019, JUSTICE OF THE PEACE

1.13.2 Name and Title of Notary or Justice of the Peace

BONNIE HAMEL, JP

1.14 State Agency Signature Date: 10/19/18	1.15 Name and Title of State Agency Signatory Katja 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. Kolb, Attorney	On: 10/19/18
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 MPP
Date 10/15/2018

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 MMP
Date 10/15/19

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 MBP
Date 10/15/18

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, 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.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Berlin Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.5.1. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Berlin Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Exhibit B

Methods and Conditions Precedent to Payment

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.
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.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.
6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.
7. The Contractor shall not use funds to pay for bricks and mortar expenses.
8. The Contractor shall include in their budget, at their discretion the following:
   - 8.1. Funds to meet staffing requirements of the contract
   - 8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   - 8.3. Funds to meet the GPRA and reporting requirements of the contract
   - 8.4. Funds to meet staff training requirements of the contract
9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
10. Payment for said services shall be made monthly as follows:
    - 10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.
    - 10.2. Payment beyond start-up costs 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.
    - 10.3. 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. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

10.4. 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.

10.5. 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.

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

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

10.8. 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 approval of the Governor and Executive Council.

11. 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.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Androscoggin Valley Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (G&C Approval - 9/30/2019)

Line Item	Total Program Cost			Contractor Share / Match			Funds
	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 322,000.00	$ -	$ 322,000.00	$ -	$ -	$ -	$ 322,000.00
2. Employee Benefits	$ 112,700.00	$ -	$ 112,700.00	$ -	$ -	$ -	$ 112,700.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
Pharmacy/Naloxone	$ 269,133.00	$ -	$ 269,133.00	$ -	$ -	$ -	$ 269,133.00
Medical	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00
7. Occupancy	$ 14,500.00	$ -	$ 14,500.00	$ -	$ -	$ -	$ 14,500.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00
10. Marketing/Communications	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
11. Staff Education and Training	$ 13,800.00	$ -	$ 13,800.00	$ -	$ -	$ -	$ 13,800.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ 16,000.00	$ -	$ 16,000.00	$ -	$ -	$ -	$ 16,000.00
Fees	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 821,133.00	$ -	$ 821,133.00	$ -	$ -	$ -	$ 821,133.00
Indirect As A Percent of Direct		0.0%					

New Hampshire Department of Health and Human Services

Bidder/Program Name: Androscoggin Valley Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line/Item	Total/Program Cost			Contractor Share/Match			Funde
	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 322,000.00	$ -	$ 322,000.00	$ -	$ -	$ -	$ 322,000.00
2. Employee Benefits	$ 112,500.00	$ -	$ 112,500.00	$ -	$ -	$ -	$ 112,500.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
Pharmacy/Naloxone	$ 153,478.00	$ -	$ 153,478.00	$ -	$ -	$ -	$ 153,478.00
Medical	$ 3,800.00	$ -	$ 3,800.00	$ -	$ -	$ -	$ 3,800.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00
7. Occupancy	$ 14,500.00	$ -	$ 14,500.00	$ -	$ -	$ -	$ 14,500.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00
10. Marketing/Communications	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00
11. Staff Education and Training	$ 6,700.00	$ -	$ 6,700.00	$ -	$ -	$ -	$ 6,700.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ 55,000.00	$ -	$ 55,000.00	$ -	$ -	$ -	$ 55,000.00
Title	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
	$ -						
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 738,478.00	$ -	$ 738,478.00	$ -	$ -	$ -	$ 738,478.00

Indirect As A Percent of Direct 0.0%

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. Conditional Nature of Agreement.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

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 disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, 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, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right 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 effected 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:

10/15/2018
Date

Name: Michael D. Peterson, FACHE
Title: President

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:

10/15/18
Date

Name: Michael D. Peterson, FACHE
Title: President

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:

Date 10/15/2018

Name: Michael D. Peterson, FACHE
Title: President

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:

10/15/2016
Date

Name: Michael D. Peterson, FACHE
Title: President

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:

10/15/2018
Date

Name: Michael D. Peterson, FACHE
Title: President

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 MDP

Date 10/15/14

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:

10/15/2018
Date

Name: Michael D. Peterson, FACHE
Title: President

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: 069910263

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

   ___X___NO ___YES

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

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

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

   ___NO ___X___YES

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

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

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

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

Contractor Initials: MDP

Date 10/15/18

A. Definitions

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

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

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

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

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

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

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

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

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

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

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

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Access and Delivery Hub for Opioid Use Disorder Services

This 2nd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc., (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 20, 2018 (Item #17A), as amended on August 28, 2019 (Item #10), (the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by $236,914, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-3 Amendment #2 Budget, with no change to the contract price limitation.

2. Add Exhibit B-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6-8-2020
Date

Name: Christine Tappan
Title: Associate Commissioner

Concord Hospital, Inc.

5/20/2020
Date

Name: Robert P. Steigmeyer
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/10/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Concord Hospital, Inc

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: 7/1/20 - 9/29/20

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	123,362	0	123,362	-	-	-	123,362	-	123,362.0
2. Employee Benefits	35,282	0	35,282	-	-	-	35,282	-	35,282.0
3. Consultants	0	0	-	-	-	-	-	-	-
4. Equipment:	0	0	-	-	-	-	-	-	-
Rental	0	0	-	-	-	-	-	-	-
Repair and Maintenance	0	0	-	-	-	-	3,862	-	3,862.0
Purchase/Depreciation	3,862	0	3,862	-	-	-	-	-	-
5. Supplies:	0	0	-	-	-	-	-	-	-
Educational	0	0	-	-	-	-	-	-	-
Lab	0	0	-	-	-	-	-	-	-
Pharmacy	0	0	-	-	-	-	-	-	-
Medical	0	0	-	-	-	-	900	-	900.0
Office	900	0	900	-	-	-	450	-	450.0
6. Travel	450	0	450	-	-	-	10,171	-	10,171.0
7. Occupancy	10,171	0	10,171	-	-	-	-	-	-
8. Current Expenses	0	0	-	-	-	-	1,875	-	1,875.0
Telephone	1,875	0	1,875	-	-	-	100	-	100.0
Postage	100	0	100	-	-	-	-	-	-
Subscriptions	0	0	-	-	-	-	-	-	-
Audit and Legal	0	0	-	-	-	-	675	-	675.0
Insurance	675	0	675	-	-	-	-	-	-
Board Expenses	0	0	-	-	-	-	525	-	525.0
9. Software	525	0	525	-	-	-	750	-	750.0
10. Marketing/Communications	750	0	750	-	-	-	600	-	600.0
11. Staff Education and Training	600	0	600	-	-	-	1,000	-	1,000.0
12. Subcontracts/Agreements	1,000	0	1,000	-	-	-	-	-	-
13. Other (specific details mandatory):	0	0	-	-	-	-	10,000	-	
Naloxone	10,000		10,000	-	-	-	5,000	-	5,000.0
Shelter Respite Vouchers	5,000	0	5,000				18,670	-	
Flex Funds	18,670		18,670				-	-	
							-	23,692.0	23,692.00
Indirect As A Percent of Direct	0	23,692	23,692	-	-	-	-	-	-
	0	0	-	-	-	-			
TOTAL	213,222	23,692	$ 236,914.00	$ -	$ -	$ -	$ 213,222.00	$ 23,692.00	$ 236,914.00

Indirect As A Percent of Direct 11.1%

Contractor Initials: AH

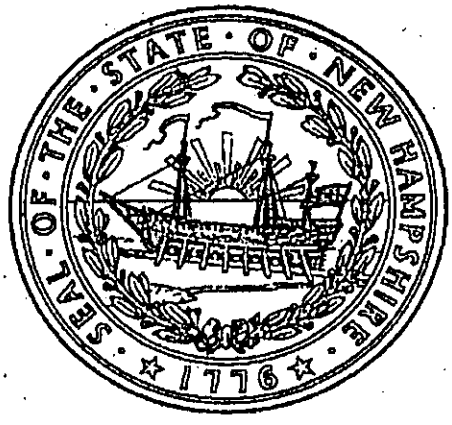
Date: 5/20/2020

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. 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: 74948
Certificate Number : 0004893926



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

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

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

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

   Robert P. Steigmeyer, President
   Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 21st day of May, 2020.

(Corporate seal)

William Chapman
Secretary

State of: New Hampshire

County of: Merrimack

On this, the 21st *day of* May, 2020, *before me a notary public, the undersigned officer, personally appeared* William Chapman, *known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.*
In witness hereof, I hereunto set my hand and official seal.

(Seal) KATHLEEN G. LAMONTAGNE MY COMMISSION EXPIRES NOV. 18, 2020 NOTARY PUBLIC NEW HAMPSHIRE

Notary Public

My Commission expires: 11.18.2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/08/2020

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN107277064-CHS-gener-20-21	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: KATHY LAMONTAGNE, ADMINISTRATION 250 PLEASANT STREET CONCORD, NH 03301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Granite Shield Insurance Exchange INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-010805475-01 **REVISION NUMBER:** 3

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			GSIE-PRIM-2020-101	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			GSIE-PRIM-2020-101	01/01/2020	01/01/2021		SEE ABOVE

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

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE DATE 06/24/1985. EACH OCCURRENCE AND AGGREGATE LIMITS ARE SHARED AMONGST THE GRANITE SHIELD EXCHANGE HOSPITALS.

CERTIFICATE HOLDER

STATE OF NH DEPT OF HEALTH
& HUMAN SERVICES
129 PLEASANT STREET
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Elizabeth Stapleton

CAPIREG-01 ASTOBERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2020

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

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

PRODUCER License # 1780862 HUB International New England 100 Central Street Suite 201 Holliston, MA 01746	CONTACT NAME: Rita Durgin PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: rita.durgin@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Capital Region Healthcare Corporation 250 Pleasant Street Concord, NH 03301	INSURER A : Citizens Insurance Company of America — 31534 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A		WBND117735	11/23/2019	11/23/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							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)

CERTIFICATE HOLDER

NH 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.

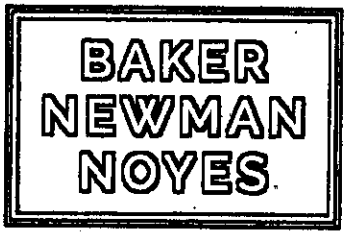
AUTHORIZED REPRESENTATIVE

Concord Hospital Mission Statement

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

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

Approved by Board of Trustees 10-21-02; Reaffirmed by Board 11-23-03, 11-15-04, 11-21-05, 11-20-06, 11-19-07, 11-17-08, 11-16-09, 10-18-10, 9-19-11, 9-24-12, 9-23-13, 9-22-14, 9-28-15, 9-26-16, 9-25-17, 9-24-18, 9-23-19



Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements
and Additional Information

Years Ended September 30, 2019 and 2018
With Independent Auditors' Report

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements
and Additional Information

Years Ended September 30, 2019 and 2018

CONTENTS

BAKER NEWMAN NOYES

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INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2019 and 2018, the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

The Board of Trustees
Concord Hospital, Inc.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2019 and 2018, 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.

Emphasis of Matter

As discussed in Note 1 to the consolidated financial statements, in 2019, the System adopted Financial Accounting Standards Board Accounting Standards Update 2016-14, *Not-for-Profit Entities (Topic 958) - Presentation of Financial Statements of Not-for-Profit Entities*, and applied the guidance retrospectively to all periods presented. Our opinion is not modified with respect to this matter.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 10, 2019

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2019 and 2018

ASSETS
(In thousands)

	2019	2018
Current assets:		
Cash and cash equivalents	$ 6,404	$ 4,691
Short-term investments	23,228	30,553
Accounts receivable, less allowance for doubtful accounts of $14,635 in 2019 and $15,037 in 2018	68,614	70,261
Due from affiliates	492	659
Supplies	2,396	2,079
Prepaid expenses and other current assets	6,662	5,262
Total current assets	107,796	113,505
Assets whose use is limited or restricted:		
Board designated	284,668	297,243
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	38,141	55,978
Donor-restricted funds and restricted grants	39,656	40,431
Total assets whose use is limited or restricted	362,465	393,652
Other noncurrent assets:		
Due from affiliates, net of current portion	708	768
Other assets	18,340	13,344
Total other noncurrent assets	19,048	14,112
Property and equipment:		
Land and land improvements	6,338	6,942
Buildings	194,301	195,301
Equipment	244,834	292,694
Construction in progress	38,734	7,044
	484,207	501,981
Less accumulated depreciation	(302,519)	(332,923)
Net property and equipment	181,688	169,058
	$ 670,997	$ 690,327

LIABILITIES AND NET ASSETS
(In thousands)

	2019	2018
Current liabilities:		
Accounts payable and accrued expenses	$ 34,354	$ 36,190
Accrued compensation and related expenses	28,174	26,646
Accrual for estimated third-party payor settlements	34,569	35,378
Current portion of long-term debt	7,385	9,061
Total current liabilities	104,482	107,275
Long-term debt, net of current portion	120,713	128,463
Accrued pension and other long-term liabilities	74,718	48,302
Total liabilities	299,913	284,040
Net assets:		
Without donor restrictions	333,022	368,060
With donor restrictions	38,062	38,227
Total net assets	371,084	406,287
	$ 670,997	$ 690,327

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2019 and 2018
(In thousands)

	2019	2018
Revenue and other support without donor restrictions:		
Net patient service revenue, net of contractual allowances and discounts	$510,098	$492,647
Provision for doubtful accounts	(23,826)	(29,329)
Net patient service revenue less provision for doubtful accounts	486,272	463,318
Other revenue	21,887	20,496
Disproportionate share revenue	19,215	14,327
Net assets released from restrictions for operations	1,453	2,112
Total revenue and other support without donor restrictions	528,827	500,253
Operating expenses:		
Salaries and wages	250,359	233,356
Employee benefits	61,887	52,130
Supplies and other	106,095	98,713
Purchased services	32,865	43,352
Professional fees	7,681	6,531
Depreciation and amortization	26,150	27,574
Medicaid enhancement tax	22,442	20,975
Interest expense	4,729	4,873
Total operating expenses	512,208	487,504
Income from operations	16,619	12,749
Nonoperating income:		
Gifts and bequests without donor restrictions	304	317
Investment (loss) income and other	(4,906)	12,878
Net periodic benefits cost, other than service cost	(2,626)	(2,880)
Total nonoperating (loss) income	(7,228)	10,315
Excess of revenues and nonoperating income over expenses	$ 9,391	$ 23,064

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2019 and 2018
(In thousands)

	2019	2018
Net assets without donor restrictions:		
Excess of revenues and nonoperating income over expenses	$ 9,391	$ 23,064
Net unrealized gains on investments	4,979	1,805
Net transfers from (to) affiliates	388	(35)
Net assets released from restrictions used for purchases of property and equipment	188	479
Pension adjustment	(49,984)	7,599
(Decrease) increase in net assets without donor restrictions	(35,038)	32,912
Net assets with donor restrictions:		
Contributions and pledges with donor restrictions	1,912	1,554
Net investment (loss) return	(103)	1,236
Contributions to affiliates and other community organizations	(186)	(222)
Unrealized (losses) gains on trusts administered by others	(147)	48
Net assets released from restrictions for operations	(1,453)	(2,112)
Net assets released from restrictions used for purchases of property and equipment	(188)	(479)
(Decrease) increase in net assets with donor restrictions	(165)	25
(Decrease) increase in net assets	(35,203)	32,937
Net assets, beginning of year	406,287	373,350
Net assets, end of year	$371,084	$406,287

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2019 and 2018
(In thousands)

	2019	2018
Cash flows from operating activities:		
(Decrease) increase in net assets	$ (35,203)	$ 32,937
Adjustments to reconcile (decrease) increase in net assets to net cash provided by operating activities:		
Contributions and pledges with donor restrictions	(1,912)	(1,554)
Depreciation and amortization	26,150	27,574
Net realized and unrealized losses (gains) on investments	5,483	(12,762)
Bond premium and issuance cost amortization	(368)	(317)
Provision for doubtful accounts	23,826	29,329
Equity in earnings of affiliates, net	(7,345)	(5,539)
Loss (gain) on disposal of property and equipment	35	(84)
Pension adjustment	49,984	(7,599)
Changes in operating assets and liabilities:		
Accounts receivable	(22,179)	(48,246)
Supplies, prepaid expenses and other current assets	(1,717)	291
Other assets	(4,087)	2,495
Due from affiliates	227	430
Accounts payable and accrued expenses	(8,826)	7,497
Accrued compensation and related expenses	1,528	1,066
Accrual for estimated third-party payor settlements	(809)	7,996
Accrued pension and other long-term liabilities	(23,568)	(4,635)
Net cash provided by operating activities	1,219	28,879
Cash flows from investing activities:		
Increase in property and equipment, net	(31,698)	(30,456)
Purchases of investments	(43,333)	(87,949)
Proceeds from sales of investments	76,304	31,793
Equity distributions from affiliates	6,309	4,752
Net cash provided (used) by investing activities	7,582	(81,860)
Cash flows from financing activities:		
Payments on long-term debt	(9,058)	(8,816)
Proceeds from issuance of long-term debt	–	62,004
Bond issuance costs	–	(670)
Change in short-term notes payable	–	(15)
Contributions and pledges with donor restrictions	1,970	1,370
Net cash (used) provided by financing activities	(7,088)	53,873
Net increase in cash and cash equivalents	1,713	892
Cash and cash equivalents at beginning of year	4,691	3,799
Cash and cash equivalents at end of year	$ 6,404	$ 4,691

Supplemental disclosure:
At September 30, 2019, amounts totaling $6,990 related to the purchase of property and equipment were included in accounts payable and accrued expenses.

See accompanying notes.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

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

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

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic funds with donor restrictions, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2019 and 2018 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

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

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

NH Cares ACO, LLC (NHC) is a single member limited liability company that engages in providing medical services to Medicare beneficiaries as an accountable care organization. NHC has a perpetual life and is subject to termination in certain events.

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

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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

Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts, including estimated uncollectible amounts from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2019 and 2018.

Cash and Cash Equivalents

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

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

Supplies

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

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees for workers' compensation reserves, self-insurance escrows, construction funds, designated assets set aside by the Board of Trustees (over which the Board retains control and may, at its discretion, subsequently use for other purposes), and donor-restricted investments.

Investments and Investment Income

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

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

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 without donor restrictions. The System's interest in the fair value of the trust assets is included in assets whose use is limited or restricted and as net assets with donor restrictions. Changes in the fair value of beneficial trust assets are reported as increases or decreases to net assets with donor restrictions.

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 funds.

Endowment funds are identified as perpetual 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.

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

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

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

Spending Policy for Appropriation of Assets for Expenditure

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

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

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

Accounts Receivable and the Allowance for Doubtful Accounts

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

The System's allowance for doubtful accounts for self-pay patients represented 68% and 82% of self-pay accounts receivable at September 30, 2019 and 2018, respectively. The total provision for the allowance for doubtful accounts was $23,826 and $29,329 for the years ended September 30, 2019 and 2018, respectively. The System also provides charity care to patients, which is not recorded as revenue. The System's self-pay bad debt writeoffs decreased $4,246, from $27,430 in 2018 to $23,184 in 2019. The decrease in bad debt writeoffs between 2018 and 2019 was primarily a result of certain shifts in payor mix.

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2019 and 2018, depreciation expense was $26,150 and $27,574, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2019 and 2018, the Hospital capitalized $652 and $167, respectively, of interest expense relating to various construction projects. At September 30, 2019, the Hospital has outstanding construction commitments totaling approximately $18.8 million for a new medical office building. Construction commenced in the summer of 2018 and is anticipated to be completed in June 2020.

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

Gifts of long-lived assets such as land, buildings or equipment are reported as support without donor restrictions, and are excluded from the excess of revenues and nonoperating income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Federal Grant Revenue and Expenditures

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

Bond Issuance Costs/Original Issue Discount or Premium

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

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2019 and 2018 were approximately $88 and $452, respectively.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. Donated investments, supplies and equipment are reported at fair value at the date of receipt. Unconditional promises to give cash and other assets are reported at fair value at the date of receipt of the promise. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Some net assets with donor restrictions have been restricted by donors to be maintained by the System in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying consolidated financial statements.

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

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2019 and 2018, net patient service revenue in the accompanying consolidated statements of operations increased by approximately $5,600 and $2,900, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 34% and 4% and 34% and 5% of the Hospital's net patient service revenue for the years ended September 30, 2019 and 2018, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

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

Excess of Revenues and Nonoperating Income Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for contributions and pledges without donor restrictions, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Estimated Workers' Compensation and Health Care Claims

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

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

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in Note 10. Accordingly, costs have been allocated among program services and supporting services benefitted.

Income Taxes

The Hospital, CRHCDC, CRHVC, and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. NHC is organized as a single member limited liability company and has elected to be treated as a disregarded entity for federal and state income tax reporting purposes. Accordingly, all income or losses and applicable tax credits are reported on the member's income tax returns, with the exception of taxes due to the State of New Hampshire. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately $251 and $201 for the years ended September 30, 2019 and 2018, respectively.

Recent Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958)* (ASU 2016-14) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 is effective for the System for the year ended September 30, 2019. The System has adjusted the presentation of these consolidated financial statements and related footnotes accordingly. The ASU has been applied retrospectively to all periods presented. The adoption of ASU 2016-14 had no impact to changes in net assets or total net assets in 2019 or 2018.

In May 2014, the FASB issued 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 October 1, 2019. 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 revenue recognition policies, but does not expect the new pronouncement will have a material impact on its consolidated financial statements.

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

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). The amendments in ASU 2016-01 address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. ASU 2016-01 is effective for the System for the year ended September 30, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2016-01 will have on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2021, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)* (ASU 2016-18), which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. ASU 2016-18 will be effective for the System's fiscal year ended September 30, 2020, and early adoption is permitted. ASU 2016-18 must be applied using a retrospective transition method. The System is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for the System on October 1, 2019, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (ASU 2018-13). The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 is effective for the System on October 1, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-13 will have on its consolidated financial statements.

Reclassifications

Certain 2018 amounts have been reclassified to permit comparison with the 2019 consolidated financial statements presentation format.

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

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 10, 2019, the date the consolidated financial statements were available to be issued.

2. **Transactions With Affiliates**

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2019 and 2018, transfers made to CRHC were $(214) and $(157), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were $602 and $122, respectively.

A brief description of affiliated entities is as follows:

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

Amounts due the System, primarily from joint ventures, totaled $1,200 and $1,427 at September 30, 2019 and 2018, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables ($708 and $759 at September 30, 2019 and 2018, respectively) with principal and interest (6.75% at September 30, 2019) payments due monthly. Interest income amounted to $50 and $58 for the years ended September 30, 2019 and 2018, respectively.

Contributions to affiliates and other community organizations from net assets with donor restrictions were $186 and $222 in 2019 and 2018, respectively.

3. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling $23,228 and $30,553 at September 30, 2019 and 2018, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	2019	2018
Board designated funds:		
Cash and cash equivalents	$ 7,762	$ 6,651
Fixed income securities	23,592	22,555
Marketable equity and other securities	242,088	248,760
Inflation-protected securities	11,226	19,277
	284,668	297,243
Held by trustee for workers' compensation reserves:		
Fixed income securities	3,140	2,937
Self-insurance escrows and construction funds:		
Cash and cash equivalents	10,568	10,912
Fixed income securities	14,816	33,593
Marketable equity securities	9,617	8,536
	35,001	53,041
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	5,930	5,459
Fixed income securities	1,771	1,832
Marketable equity securities	19,865	20,200
Inflation-protected securities	921	1,565
Trust funds administered by others	10,903	11,051
Other	266	324
	39,656	40,431
	$362,465	$393,652

Included in marketable equity and other securities above are $175,251 and $172,826 at September 30, 2019 and 2018, respectively, in so called alternative investments and collective trust funds. See also Note 14.

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

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

	2019	2018
Net assets without donor restrictions:		
Interest and dividends	$ 5,606	$ 4,344
Investment income from trust funds administered by others	530	541
Net realized (losses) gains on sales of investments	(9,863)	9,996
	(3,727)	14,881
Net assets with donor restrictions:		
Interest and dividends	349	323
Net realized (losses) gains on sales of investments	(779)	755
	(430)	1,078
	$ (4,157)	$ 15,959
Net unrealized gains on investments:		
Net assets without donor restrictions	$ 4,979	$ 1,805
Net assets with donor restrictions	180	206
	$ 5,159	$ 2,011

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was $1,710 and $1,779 in 2019 and 2018, respectively.

Investment management fees expensed and reflected in nonoperating income were $863 and $917 for the years ended September 30, 2019 and 2018, respectively.

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

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2019 and 2018:

	Less Than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
2019						
Marketable equity securities	$ 1,173	$ (432)	$13,650	$ (1,029)	$14,823	$ (1,461)
Fund-of-funds	10,322	(747)	–	–	10,322	(747)
Collective trust funds	13,226	(490)	30,814	(2,497)	44,040	(2,987)
	$24,721	$(1,669)	$44,464	$ (3,526)	$69,185	$ (5,195)
2018						
Marketable equity securities	$ 1,743	$ (234)	$46,828	$ (9,261)	$48,571	$ (9,495)
Fund-of-funds	10,300	(446)	–	–	10,300	(446)
Collective trust funds	16,894	(471)	14,062	(897)	30,956	(1,368)
	$28,937	$(1,151)	$60,890	$(10,158)	$89,827	$(11,309)

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2019 and 2018.

4. Defined Benefit Pension Plan

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

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

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

The following table summarizes the Plan's funded status at September 30, 2019 and 2018:

	2019	2018
Funded status:		
Fair value of plan assets	$ 251,574	$ 235,752
Projected benefit obligation	(304,836)	(267,072)
	$ (53,262)	$ (31,320)
Activities for the year consist of:		
Benefit payments and administrative expenses paid	$ 26,475	$ 26,584
Net periodic benefit cost	12,958	11,582

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

	2019	2018
Change in benefit obligation:		
Projected benefit obligation at beginning of year	$267,072	$277,075
Service cost	10,332	8,702
Interest cost	12,096	11,991
Actuarial loss (gain)	40,111	(5,612)
Benefit payments and administrative expenses paid	(26,475)	(26,584)
Other adjustments to benefit cost	1,700	1,500
Projected benefit obligation at end of year	$304,836	$267,072
Change in plan assets:		
Fair value of plan assets at beginning of year	$235,752	$233,739
Actual return on plan assets	1,297	12,597
Employer contributions	41,000	16,000
Benefit payments and administrative expenses	(26,475)	(26,584)
Fair value of plan assets at end of year	$251,574	$235,752
Funded status and amount recognized in noncurrent liabilities at September 30	$(53,262)	$(31,320)

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

Amounts recognized as a change in net assets without donor restrictions during the years ended September 30, 2019 and 2018 consist of:

	2019	2018
Net actuarial loss	$56,890	$ 121
Net amortized loss	(7,153)	(7,996)
Prior service credit amortization	247	276
Total amount recognized	$49,984	$ (7,599)

Pension Plan Assets

The fair values of the System's pension plan assets as of September 30, 2019 and 2018, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	2019 Level 1	2018 Level 1
Short-term investments:		
Money market funds	$ 5,111	$ 31,447
Equity securities:		
Common stocks	9,356	10,188
Mutual funds – international	9,835	7,923
Mutual funds – domestic	64,805	49,090
Mutual funds – natural resources	–	4,478
Mutual funds – inflation hedge	8,919	8,325
Fixed income securities:		
Mutual funds – REIT	986	890
Mutual funds – fixed income	22,944	15,522
	121,956	127,863
Funds measured at net asset value:		
Equity securities:		
Funds-of-funds	77,700	71,202
Collective trust funds:		
Equities	42,325	27,427
Fixed income	9,593	9,260
	129,618	107,889
Total investments at fair value	$251,574	$235,752

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

The target allocation for the System's pension plan assets as of September 30, 2019 and 2018, by asset category are as follows:

	2019		2018	
	Target Allocation	Percentage of Plan Assets	Target Allocation	Percentage of Plan Assets
Short-term investments	0-20%	2%	0-20%	13%
Equity securities	40-80%	68	40-80%	64
Fixed income securities	5-80%	13	5-80%	7
Other	0-30%	17	0-30%	16

The funds-of-funds are invested with ten investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately $13 million at September 30, 2019 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately $7 million at September 30, 2019 allows for monthly redemptions, with 15 days' notice. Five managers holding amounts totaling approximately $43 million at September 30, 2019 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Two of the managers holding amounts of approximately $8 million at September 30, 2019 allow for annual redemptions, with notice ranging from 60 to 90 days. One of the managers holding amounts of approximately $6 million at September 30, 2019 allows for redemptions on a semi-annual basis, with a notice of 60 days. The redemption is further limited to 25% of the investment balance at each redemption period. The collective trust funds allow for daily or monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%) or are subject to certain lock periods.

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

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

4. Defined Benefit Pension Plan (Continued)

Amounts included in expense during fiscal 2019 and 2018 consist of:

	2019	2018
Components of net periodic benefit cost:		
Service cost	$ 10,332	$ 8,702
Interest cost	12,096	11,991
Expected return on plan assets	(18,076)	(18,331)
Amortization of prior service credit and loss	6,906	7,720
Other adjustments to benefits cost	1,700	1,500
Net periodic benefit cost	$ 12,958	$ 11,582

The accumulated benefit obligations for the plan at September 30, 2019 and 2018 were $288,126 and $251,736, respectively.

	2019	2018
Weighted average assumptions to determine benefit obligation:		
Discount rate	3.59%	4.63%
Rate of compensation increase	2.50% for the next three years; 3.00% thereafter	3.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.63%	4.29%
Expected return on plan assets	7.75	7.75
Cash balance credit rate	5.00	5.00
Rate of compensation increase	3.00	3.00

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

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2020 are as follows:

Actuarial loss	$11,420
Prior service credit	(243)
	$11,177

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

4. Defined Benefit Pension Plan (Continued)

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund $16,000 in cash contributions to the plan for the 2020 plan year.

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

Year Ended September 30	Pension Benefits
2020	$ 15,820
2021	16,452
2022	17,476
2023	18,590
2024	19,221
2025 – 2029	105,566

Effective September 26, 2018, the Plan entered into a group annuity contract with Pacific Life Insurance Company. The contract was purchased for certain retirees of the Plan. A total of 354 participants were entitled to receive benefits purchased under the contract. Annuity payments for participants commenced on January 1, 2019 and Pacific Life Insurance Company will assume the risk for participants entitled to receive benefits purchased under this contract. The Plan paid premiums totaling $9,135 and $9,241 in September 2018 and October 2018, respectively, relating to the purchase of the contract.

5. Estimated Third-Party Payor Settlements

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

Medicare

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

The physician practices are reimbursed on a fee schedule basis.

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

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2019 and 2018. The amount of tax incurred by the System for 2019 and 2018 was $22,442 and $20,975, 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 (DSH) 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. DSH payments from the State are recorded within revenue without donor restrictions and other support and amounted to $19,215 in 2019 and $14,327 in 2018, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2014, 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 potential exposure based on the audit results to date or any future redistributions.

Medicaid

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

The physician practices are reimbursed on a fee schedule basis.

Other

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

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2015 for Medicare and Medicaid.

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30, 2019 and 2018:

	2019	2018
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from $2,010 to $5,965 beginning October 2032, including unamortized original issue premium of $7,215 in 2019 and $7,530 in 2018	$ 61,425	$ 61,740
3.38% to 5.0% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from $1,543 to $3,555 through 2043, including unamortized original issue premium of $2,824 in 2019 and $2,945 in 2018	40,469	41,805
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from $1,860 to $2,038 through 2024	9,341	13,079
4.25% to 5.5% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from $2,737 to $5,192 through 2026, including unamortized original issue premium of $136 in 2019 and $155 in 2018	18,201	22,325
	129,436	138,949
Less unamortized bond issuance costs	(1,338)	(1,425)
Less current portion	(7,385)	(9,061)
	$120,713	$128,463

In December 2017, $62,004 (including an original issue premium of $7,794) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017, were issued to pay for the construction of a new medical office building. In addition, the Series 2017 Bonds reimbursed the Hospital for capital expenditures incurred in association with the construction of a parking garage and the construction of a medical office building, as well as routine capital expenditures.

In February 2013, $48,631 (including an original issue premium of $3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

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

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

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011, 2013A and B and 2017 Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011, 2013A and B and 2017 Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2019 and 2018.

The obligations of the Hospital under the Series 2017, Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to $6,350 (including capitalized interest of $652) and $5,530 (including capitalized interest of $167) for the years ended September 30, 2019 and 2018, respectively.

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

2020	$ 7,385
2021	5,186
2022	5,340
2023	5,485
2024	5,645
Thereafter	90,220
	$119,261

7. Commitments and Contingencies

Malpractice Loss Contingencies

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2019, 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 require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total $3,834 and $3,341 at September 30, 2019 and 2018, respectively and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

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

The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. At September 30, 2019, the System's interest in the captive represents approximately 80% of the captive. The System accounts for its investments in the captive under the equity method since control of the captive is shared equally between the participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately $7,270 and $6,363 at September 30, 2019 and 2018, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations

In accordance with ASU No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2019 and 2018, the Hospital recorded a liability of approximately $4,100 and $1,000, respectively, related to estimated professional liability losses. At September 30, 2019 and 2018, the Hospital also recorded a receivable of $4,100 and $1,000, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities and other assets, respectively, on the consolidated balance sheets.

Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $2,797 and $2,523 at September 30, 2019 and 2018, respectively, are recorded within accounts payable and accrued expenses on the accompanying consolidated balance sheets and have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled $3,140 and $2,937 at September 30, 2019 and 2018, respectively, and is included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

Litigation

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

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of $440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2019 and 2018, have been recorded as a liability of $4,391 and $6,724, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

7. Commitments and Contingencies (Continued)

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2019 are as follows:

Year Ending September 30:	
2020	$ 6,833
2021	6,278
2022	5,842
2023	5,673
2024	4,796
Thereafter	13,142
	$42,564

Rent expense was $7,392 and $6,616 for the years ended September 30, 2019 and 2018, respectively.

8. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at September 30:

	2019	2018
Purpose restriction:		
Health education and program services	$14,734	$15,481
Capital acquisitions	1,764	1,646
Indigent care	133	239
Pledges receivable with stipulated purpose and/or time restrictions	223	214
	16,854	17,580
Perpetual in nature:		
Health education and program services	18,319	17,759
Capital acquisitions	803	803
Indigent care	1,811	1,810
Annuities to be held in perpetuity	275	275
	21,208	20,647
Total net assets with donor restrictions	$38,062	$38,227

9. Patient Service and Other Revenue

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

	2019	2018
Gross patient service charges:		
Inpatient services	$ 570,029	$ 538,592
Outpatient services	687,370	641,817
Physician services	215,885	177,347
Less charitable services	(12,773)	(12,021)
	1,460,511	1,345,735
Less contractual allowances and discounts:		
Medicare	(543,569)	(487,941)
Medicaid	(130,615)	(98,632)
Other	(279,051)	(267,214)
	(953,235)	(853,787)
Total Hospital net patient service revenue (net of contractual allowances and discounts)	507,276	491,948
Other entities	2,822	699
	$ 510,098	$ 492,647

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2019 and 2018 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2019 and 2018.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2019				
Private payors (includes coinsurance and deductibles)	$ 563,410	$(261,239)	$(13,850)	$288,321
Medicaid	152,217	(130,615)	–	21,602
Medicare	714,262	(543,569)	(3,956)	166,737
Self-pay	30,622	(17,812)	(5,934)	6,876
	$1,460,511	$(953,235)	$(23,740)	$483,536

9. Patient Service and Other Revenue (Continued)

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2018				
Private payors (includes coinsurance and deductibles)	$ 527,965	$(236,785)	$(17,106)	$274,074
Medicaid	134,761	(112,341)	–	22,420
Medicare	654,270	(487,941)	(4,887)	161,442
Self-pay	28,739	(16,720)	(7,329)	4,690
	$1,345,735	$(853,787)	$(29,322)	$462,626

10. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the year ended September 30, 2019:

	Health Services	General and Administrative	Fund-raising	Total
Salaries and wages	$208,279	$41,607	$ 473	$250,359
Employee benefits	51,485	10,285	117	61,887
Supplies and other	91,029	14,912	154	106,095
Purchased services	24,362	8,369	134	32,865
Professional fees	7,675	6	–	7,681
Depreciation and amortization	17,459	8,415	276	26,150
Medicaid enhancement tax	22,442	–	–	22,442
Interest	3,173	1,506	50	4,729
	$425,904	$85,100	$1,204	$512,208

For the year ended September 30, 2018, excluding Medicaid enhancement tax, depreciation and amortization expense and interest expense, the System provided $356,348, $76,788 and $946 in health services expense, general and administrative expenses and fundraising expenses, respectively.

10. Functional Expenses (Continued)

The consolidated financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits are allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

11. Charity Care and Community Benefits (Unaudited)

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

	2019	2018
Government sponsored healthcare	$29,683	$24,645
Community health services	2,190	2,131
Health professions education	2,874	3,596
Subsidized health services	42,431	40,595
Research	84	91
Financial contributions	552	605
Community building activities	40	8
Community benefit operations	70	58
Charity care costs (see Note 1)	4,696	4,528
	$82,620	$76,257

In addition, the Hospital incurred estimated costs for services to Medicare patients in excess of the payment from this program of $68,494 and $60,867 in 2019 and 2018, respectively.

12. Concentration of Credit Risk

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

	2019	2018
Patients	12%	9%
Medicare	32	36
Anthem Blue Cross	14	16
Cigna	3	3
Medicaid	11	10
Commercial	25	23
Workers' compensation	3	3
	100%	100%

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 24,200 in 2019 and 13,300 in 2018. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

14. Fair Value Measurements

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

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

14. Fair Value Measurements (Continued)

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. There have been no changes in the methodologies used at September 30, 2019 and 2018. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

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

	Level 1	Level 2	Level 3	Total
2019				
Cash and cash equivalents	$ 47,488	$ –	$ –	$ 47,488
Fixed income securities	41,310	–	–	41,310
Marketable equity and other securities	96,319	–	–	96,319
Inflation-protected securities and other	12,413	–	–	12,413
Trust funds administered by others	–	–	10,903	10,903
	$197,530	$ –	$10,903	208,433
Funds measured at net asset value:				
Marketable equity and other securities				175,251
				$383,684
2018				
Cash and cash equivalents	$ 53,575	$ –	$ –	$ 53,575
Fixed income securities	60,917	–	–	60,917
Marketable equity and other securities	104,670	–	–	104,670
Inflation-protected securities and other	21,166	–	–	21,166
Trust funds administered by others	–	–	11,051	11,051
	$240,328	$ –	$11,051	251,379
Funds measured at net asset value:				
Marketable equity and other securities				172,826
				$424,205

14. Fair Value Measurements (Continued)

In addition, in 2019, there are certain investments totaling $2,009 which are appropriately being carried at cost.

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

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

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2019 and 2018:

	Trust Funds Administered by Others
Balance at September 30, 2017	$11,002
Net realized and unrealized gains	49
Balance at September 30, 2018	11,051
Net realized and unrealized losses	(148)
Balance at September 30, 2019	$10,903

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
September 30, 2019:				
Funds-of-funds	$15,855	$ –	Semi-monthly	5 days
Funds-of-funds	10,123	–	Monthly	15 days
Funds-of-funds	57,755	–	Quarterly	45 – 65 days
Funds-of-funds	14,807	–	Annual	60 - 90 days
Funds-of-funds	8,912	–	Semi-annual	60 days*
Funds-of-funds	4,979	15,283	Illiquid	N/A
Collective trust funds	14,569	–	Daily	10 days
Collective trust funds	48,251	–	Monthly	6 – 10 days

14. Fair Value Measurements (Continued)

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
September 30, 2018:				
Funds-of-funds	$15,060	$ –	Semi-monthly	5 days
Funds-of-funds	10,300	–	Monthly	15 days
Funds-of-funds	52,984	–	Quarterly	45 – 65 days
Funds-of-funds	19,348	–	Annual	60 - 90 days
Funds-of-funds	8,342	–	Semi-annual	60 days*
Funds-of-funds	2,033	4,412	Illiquid	N/A
Collective trust funds	14,062	–	Daily	10 days
Collective trust funds	50,697	–	Monthly	6 – 10 days

* Limited to 25% of the investment balance at each redemption.

Investment Strategies

Fixed Income Securities

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

Marketable Equity and Other Securities

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

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. Collective trust funds are generally valued based on the proportionate share of total fund net assets.

14. Fair Value Measurements (Continued)

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions and is estimated using the net asset value per share of the fund. 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.

The Hospital has committed to invest up to $19,683 with various investment managers, and had funded $4,400 of that commitment as of September 30, 2019. As these investments are made, the Hospital reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

Inflation-Protected Securities

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

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to $129,436 and $148,672, respectively, at September 30, 2019, and $138,949 and $155,435, respectively, at September 30, 2018.

15. Financial Assets and Liquidity Resources

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs, consisted of the following at September 30, 2019:

Cash and cash equivalents	$ 6,404
Short-term investments	23,228
Accounts receivable	68,614
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction costs	38,141
	$136,387

15. **Financial Assets and Liquidity Resources (Continued)**

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents and short-term investments include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2019, the balance of liquid investments in board-designated assets was $276,690.

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INDEPENDENT AUDITORS' REPORT ON ADDITIONAL INFORMATION

The Board of Trustees
Concord Hospital, Inc.

We have audited the consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System) as of and for the years ended September 30, 2019 and 2018, and have issued our report thereon, which contains an unmodified opinion on those consolidated financial statements. See page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The 2019 consolidating information and 2018 summarized comparative information is presented for purposes of additional analysis rather than to present the financial position, results of operations and cash flows of the individual entities and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 10, 2019

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET
(With Consolidated Totals for September 30, 2018)

September 30, 2019

ASSETS
(In thousands)

	2019						
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures-Corporation	NH Cares ACO	Elimi-nations	Consol-idated	2018 Consol-idated
Current assets:							
Cash and cash equivalents	$ 6,385	$ –	$ 19	$ –	$ –	$ 6,404	$ 4,691
Short-term investments	23,228	–	–	–	–	23,228	30,553
Accounts receivable, net	68,277	–	325	12	–	68,614	70,261
Due from affiliates	630	6,877	(43)	20	(6,992)	492	659
Supplies	2,296	–	100	–	–	2,396	2,079
Prepaid expenses and other current assets	6,379	227	56	–	–	6,662	5,262
Total current assets	107,195	7,104	457	32	(6,992)	107,796	113,505
Assets whose use is limited or restricted:							
Board designated	284,668	–	–	–	–	284,668	297,243
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	38,141	–	–	–	–	38,141	55,978
Donor-restricted funds and restricted grants	39,656	–	–	–	–	39,656	40,431
Total assets whose use is limited or restricted	362,465	–	–	–	–	362,465	393,652
Other noncurrent assets:							
Due from affiliates, net of current portion	14,341	–	–	–	(13,633)	708	768
Other assets	16,562	–	1,778	–	–	18,340	13,344
Total other noncurrent assets	30,903	–	1,778	–	(13,633)	19,048	14,112
Property and equipment:							
Land and land improvements	6,059	279	–	–	–	6,338	6,942
Buildings	158,682	35,519	100	–	–	194,301	195,301
Equipment	239,849	2,698	2,287	–	–	244,834	292,694
Construction in progress	38,734	–	–	–	–	38,734	7,044
	443,324	38,496	2,387	–	–	484,207	501,981
Less accumulated depreciation	(271,934)	(28,534)	(2,051)	–	–	(302,519)	(332,923)
Net property and equipment	171,390	9,962	336	–	–	181,688	169,058
	$ 671,953	$ 17,066	$ 2,571	$ 32	$(20,625)	$ 670,997	$ 690,327

LIABILITIES AND NET ASSETS
(In thousands)

	2019						
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures Corporation	NH Cares ACO	Elimi-nations	Consol-idated	2018 Consol-idated
Current liabilities:							
Accounts payable and accrued expenses	$ 34,211	$ 24	$ 87	$ 32	$ –	$ 34,354	$ 36,190
Accrued compensation and related expenses	28,174	–	–	–	–	28,174	26,646
Due to affiliates	6,992	–	–	–	(6,992)	–	–
Accrual for estimated third-party payor settlements	34,569	–	–	–	–	34,569	35,378
Current portion of long-term debt	7,385	–	–	–	–	7,385	9,061
Total current liabilities	111,331	24	87	32	(6,992)	104,482	107,275
Long-term debt, net of current portion	120,713	13,633	–	–	(13,633)	120,713	128,463
Accrued pension and other long-term liabilities	74,718	–	–	–	–	74,718	48,302
Total liabilities	306,762	13,657	87	32	(20,625)	299,913	284,040
Net assets:							
Without donor restrictions	327,129	3,409	2,484	–	–	333,022	368,060
With donor restrictions	38,062	–	–	–	–	38,062	38,227
Total net assets	365,191	3,409	2,484	–	–	371,084	406,287
	$ 671,953	$ 17,066	$ 2,571	$ 32	$(20,625)	$ 670,997	$ 690,327

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF OPERATIONS
(With Consolidated Totals for September 30, 2018)

Year Ended September 30, 2019

(In thousands)

	2019						
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures-Corporation	NH Cares ACO	Elimi-nations	Consol-idated	2018 Consol-idated
Revenue and other support without donor restrictions:							
Net patient service revenue, net of contractual allowances and discounts	$ 507,276	$ –	$ 2,822	$ –	$ –	$ 510,098	$ 492,647
Provision for doubtful accounts	(23,740)	–	(86)	–	–	(23,826)	(29,329)
Net patient service revenue less provision for doubtful accounts	483,536	–	2,736	–	–	486,272	463,318
Other revenue	13,108	5,395	7,402	32	(4,050)	21,887	20,496
Disproportionate share revenue	19,215	–	–	–	–	19,215	14,327
Net assets released from restrictions for operations	1,439	–	14	–	–	1,453	2,112
Total revenue and other support without donor restrictions	517,298	5,395	10,152	32	(4,050)	528,827	500,253
Operating expenses:							
Salaries and wages	248,389	–	1,387	–	583	250,359	233,356
Employee benefits	61,275	–	475	–	137	61,887	52,130
Supplies and other	106,240	1,707	1,298	–	(3,150)	106,095	98,713
Purchased services	32,445	780	390	32	(782)	32,865	43,352
Professional fees	7,681	–	–	–	–	7,681	6,531
Depreciation and amortization	24,650	1,280	220	–	–	26,150	27,574
Medicaid enhancement tax	22,442	–	–	–	–	22,442	20,975
Interest expense	4,677	889	1	–	(838)	4,729	4,873
Total operating expenses	507,799	4,656	3,771	32	(4,050)	512,208	487,504
Income from operations	9,499	739	6,381	–	–	16,619	12,749
Nonoperating income:							
Gifts and bequests without donor restrictions	304	–	–	–	–	304	317
Investment (loss) income and other	(4,906)	–	–	–	–	(4,906)	12,878
Net periodic benefits cost, other than service cost	(2,626)	–	–	–	–	(2,626)	(2,880)
Total nonoperating (loss) income	(7,228)	–	–	–	–	(7,228)	10,315
Excess of revenues and nonoperating income over expenses	$ 2,271	$ 739	$ 6,381	$ –	$ –	$ 9,391	$ 23,064

CONCORD HOSPITAL

Board of Trustees

2020

Our governing Board of Trustees is made up of our President & CEO, representatives of our medical staff and community member volunteers who have demonstrated an interest in and commitment to the health of our community.

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Community Member

Sol Asmer, Chair
Community Member

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NH Oncology and Hematology

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CONCORD HOSPITAL

Board of Trustees

2020

Robert Steigmeyer, President and CEO (ex-oficio)
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Concord Hospital Family Place Prenatal Care

Jeffrey Towle
Davis and Towle Insurance

Tanja Vanderlinde, MD, CH Medical Staff President (ex-oficio)
Concord Hospital Internal Medicine

Monica L. Percy Edgar

[redacted]

medgar@cchc.org

Education/Professional Certificates

1994 – 1998

Masters in Psychiatric Nursing - Rivier College, Nashua, NH.
Focus of practicum sites:
Hospital Consultation – Dartmouth Hitchcock Medical Center, Lebanon NH
Assessment and Individual/Group therapy with co-occurring–
Substance Use Services (SUS), Concord Hospital, Concord, NH.
Psychiatric Assessment/Psychopharmacotherapy – Concord Psychiatric Associates, Concord, NH.

1985 – 1987

B. S. in Nursing, Castleton State College, Castleton, VT.

1981 – 1984

A. D. in Nursing, Castleton State College, Castleton, VT

Certified Adult Psychiatric and Mental Health Clinical Specialist, American Nurse Credentialing Ctr

Drug Enforcement Administration (DEA) License with X waiver

Licensed Advanced Practice Registered Nurse, New Hampshire

Licensed Registered Nurse, New Hampshire

Master Licensed Alcohol and Drug Counselor

Professional Experience

2010 to Present

Director, Concord Hospital Substance Use Services; Provide both Administrative and Clinical responsibilities.

2017 to Present

Medication Assisted Therapy (MAT) Provider, Riverbend Community Mental Health Ctr. Choices, Provide assessment and MAT for substance use disorders.

1998 to 2017

Psychiatric Nurse Practitioner, Riverbend Counseling Associates, Concord, NH.
Psychiatric evaluation and psychopharmacotherapy.

1998 to 2010

Psychiatric Nurse Practitioner, Substance Use Services, Concord Hospital, Concord, NH.
Co-occurring diagnosis evaluations, psychopharmacotherapy, facilitator of individual and group therapy, provide insurance utilization review, implementation of evidence based practices, consultation for colleagues, and patient advocate.

1996 to 1998

Case Manager for Psychiatric Partial Hospitalization Program and Outpatient Electro-convulsive Therapy (ECT) program, Concord Hospital, Concord, NH.
Developed and implemented outpatient ECT program, and provided case management services.

1995-1998

Staff Nurse for Fresh Start, Concord Hospital, Concord, NH.
Substance use disorders assessments, case management, and facilitator of psycho-educational groups in the intensive outpatient program (IOP).

1991-1996

Staff Nurse, Acute Adult Psychiatric Unit, Concord Hospital, Concord, NH.
Psychiatric nursing assessment and treatment, planned and implemented therapeutic groups, Clinical II RN, Evening Senior Resource Person (RP), and coordinated unit staffing schedule.

1990 to 1991

Medical–Surgical Staff Nurse, Medical–Surgical Unit, Copley Hospital, Morrisville, VT.
Provided medical-surgical nursing care to all ages.

1989 to 1990

Charge Nurse, Long-term Geriatric Facility, McKerley Health Care Center, Laconia, NH.
Supervised and provided geriatric nursing care.

1985 to 1989

Charge Nurse, Chemical Dependency Rehabilitation, Seminole Point Hospital, Sunapee, NH.
Assessment and treatment of adult substance use disorder withdrawal management.

Honors and Professional Memberships

Member of NH Governor's Commission, Treatment and Recovery Task Force

2009 Addiction Health Services Research Award, Center Substance Abuse Treatment (CSAT)

2008 New England Addiction Leadership Institute, New Hampshire Representative

Member of American Society of Addiction Medicine

Member, New Hampshire Nurse Practitioner Association

Member, New Hampshire Alcohol and Drug Association

Member, Sigma Theta Tau, National Honor Society, Graduate Level

Seminars and in-service trainings throughout career

RESUME

ROBERT P. STEIGMEYER

[redacted]

Career History:

1/2014 – Present	Capital Region Health Care and Concord Hospital Concord, NH	President and CEO
2012 – 12/2013	Geisinger Community Medical Center Scranton, PA	CEO
2010 – 2012	Community Medical Center Healthcare System Scranton, PA	President and CEO
2005 – 2010	Northwest Hospital & Medical Center Seattle, WA	Senior Vice President-Operations & Finance
1993 – 2005	ECG Management Consultants Seattle, WA	Principal/Shareholder Senior Manager Manager
1989 – 1993	Ernst & Young St. Louis, MO	Manager Senior Consultant Consultant

Educational Background:

1989	Master of Health Administration Master of Business Administration St. Louis University
1985	Bachelor of Arts Wabash College

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Evers	VP Behavioral Health	$210 000	10%	$21 000
Monica Edgar	Director Substance Use Services	$120 000	10%	$12 000
Robert Steigmeyer	President & CEO		0%	

10 mac

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
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 13, 2019

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, to amend existing **sole source** agreements with the two (2) vendors listed in bold below, to implement and operationalize a statewide network of Doorways for substance use disorder treatment and recovery support services access, by increasing the total price limitation by $537,976 from $19,106,657 to $19,644,633, with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

These agreements were originally approved by the Governor and Executive Council on October 31, 2018 (Item #17A) and Mary Hitchcock Memorial Hospital amended on November 14, 2018 (Item #11).

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	**TBD**	**59 Page Hill Rd. Berlin, NH 03570**	**$1,559,611**	**$110,440**	**$1,670,051**
Concord Hospital, Inc.	**177653-B003**	**250 Pleasant St. Concord, NH, 03301**	**$1,845,257**	**$427,536**	**$2,272,793**
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703	$0	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road, Littleton, NH 03561	$1,572,101	$0	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000	$0	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$4,043,958	$0	$4,043,958
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611	$0	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416	$0	$1,890,416
		Total	**$19,106,657**	**$537,976**	**$19,644,633**

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

will align evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. During the first six (6) months of implementation, the Department identified these factors as inhibitors to the long-term success of the program. The outcomes from this amendment align with the original contract to connect individuals with needed services to lower the deaths from OUD in NH and increase the use of Medication Assisted Treatment.

Approximately 9,700 individuals are expected to be served from August 1, 2019 through June 30, 2020. During the first six (6) months of service, the vendors completed 1,571 clinical evaluations, conducted 2,219 treatment referrals, and served 3,239 individuals.

These contracts will allow the Doorways to continue to ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for SUD, in order to ensure no one in NH has to travel more than sixty (60) minutes to access services. The Doorways increase and standardize services for individuals with OUD; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in NH; and promote engagement in the recovery process. Because no one will be turned away from the Doorway, individuals outside of OUD are also being seen and referred to the appropriate services.

The Department will monitor the effectiveness and the delivery of services required under this agreement using the following performance measures:

- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	$9,325,277	$0	$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	$9,449,380	$537,976	$9,987,356
2021	102-500731	Contracts for Prog Svc	92057040	$0	$0	$0
			Sub-Total	***$18,774,657***	***$537,976***	***$19,312,633***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	$332,000	$0	$332,000
2020	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
2021	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
			Sub-Total	***$332,000***	***$0***	***$332,000***
			Grand Total	**$19,106,657**	**$537,976**	**$19,644,633**

EXPLANATION

This request is **sole source** because upon the intitial award of State Opioid Response (SOR) funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the Department restructured the State's service delivery system to provide individuals a more streamlined process to access substance use disorder (SUD) and Opioid Use Disorder (OUD) services. The vendors above were identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the restructured system.

The purpose of this request is to add funding for: Naloxone kits to distribute to individuals and community partners; additional flexible funds to address barriers to care such as transportation and childcare; and respite shelter vouchers to assist in accessing short-term, temporary housing. This action

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 250 Pleasant Street, Concord NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,272,793.

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

7/25/19
Date

Name: Katja S. Fox
Title: Director

Concord Hospital, Inc.

7/24/19
Date

Name: Scott W. Sloane
Title: Chief Financial Officer

Acknowledgement of Contractor's signature:

State of NEW Hampshire County of Merrimack on 7/24/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

Kathleen G Lamontagne
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11.18.20

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/30/19
Date

Name: Deanne Mark
Title: associate AG

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Concord Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only; 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.8.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

3.1.8.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.8.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders.

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.7. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

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.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

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

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Concord Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.
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.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $148,623 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $202,356 for State Fiscal Year 2020.
   5.3. Shelter Respite Voucher funds in the amount of $246,557 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments 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 budget line item.
   9.2. 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.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. 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.

9.5. 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.

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Melissa.Girard@dhhs.nh.gov.

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

10. 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 approval of the Governor and Executive Council.

11. 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.

Exhibit B-2 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

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	$ 388,763	$ 38,876	$ 427,640			$ -	$ 388,763	$ 38,876	$ 427,640
2. Employee Benefits	$ 111,994	$ 11,199	$ 123,193			$ -	$ 111,994	$ 11,199	$ 123,193
3. Consultants	$ -	$ -	$ -			$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,159	$ 116	$ 1,275			$ -	$ 1,159	$ 116	$ 1,275
Purchase/Depreciation	$ 15,450	$ 1,545	$ 16,995			$ -	$ 15,450	$ 1,545	$ 16,995
5. Supplies:	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Educational	$ 6,180	$ 618	$ 6,798			$ -	$ 6,180	$ 618	$ 6,798
Lab	$ 5,665	$ 567	$ 6,232			$ -	$ 5,665	$ 567	$ 6,232
Pharmacy	$ 3,090	$ 309	$ 3,399			$ -	$ 3,090	$ 309	$ 3,399
Medical	$ 2,575	$ 258	$ 2,833			$ -	$ 2,575	$ 258	$ 2,833
Office	$ 3,568	$ 357	$ 3,925			$ -	$ 3,568	$ 357	$ 3,925
6. Travel	$ 10,300	$ 1,030	$ 11,330			$ -	$ 10,300	$ 1,030	$ 11,330
7. Occupancy	$ 40,685	$ 4,069	$ 44,754			$ -	$ 40,685	$ 4,069	$ 44,754
8. Current Expenses	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Telephone	$ 5,150	$ 515	$ 5,665			$ -	$ 5,150	$ 515	$ 5,665
Postage	$ 1,545	$ 155	$ 1,700			$ -	$ 1,545	$ 155	$ 1,700
Subscriptions	$ 1,030	$ 103	$ 1,133			$ -	$ 1,030	$ 103	$ 1,133
Audit and Legal	$ 10,300	$ 1,030	$ 11,330			$ -	$ 10,300	$ 1,030	$ 11,330
Insurance	$ 20,259	$ 2,026	$ 22,285			$ -	$ 20,259	$ 2,026	$ 22,285
Board Expenses	$ -	$ -	$ -			$ -	$ -	$ -	$ -
9. Software	$ 2,318	$ 232	$ 2,549			$ -	$ 2,318	$ 232	$ 2,549
10. Marketing/Communications	$ 5,150	$ 515	$ 5,665			$ -	$ 5,150	$ 515	$ 5,665
11. Staff Education and Training	$ 10,815	$ 1,082	$ 11,897			$ -	$ 10,815	$ 1,082	$ 11,897
12. Subcontracts/Agreements	$ -	$ -	$ -			$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Naloxone	$ 202,356	$ 12,000	$ 214,356			$ -	$ 202,356	$ 12,000	$ 214,356
Flex Funds	$ 153,623	$ 5,000	$ 153,623			$ -	$ 148,623	$ 5,000	$ 153,623
Shelter Respite Vouchers	$ 246,557	$ -	$ 246,557			$ -	$ 246,557	$ -	$ 246,557
TOTAL	$ 1,243,631	$ 81,600	$ 1,325,131	$ -	$ -	$ -	$ 1,243,631	$ 81,600	$ 1,325,131
Indirect As A Percent of Direct		6.6%							

Contractor Initials SWS
Date 7/24/19

OCT23'18 11.10 DAS

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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
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 17, 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 **sole source** agreements with the eight (8) vendors listed below, in an amount not to exceed $16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton, NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

Funds are available in the following account(s) 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 the 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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704
SFY 2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783
SFY 2021	102-500731	Contracts for Prog Svc	92057040	$0
			Sub-Total	***$16,274,487***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92052561	$332,000
SFY 2020	102-500731	Contracts for Prog Svc	92052561	$0
SFY 2021	102-500731	Contracts for Prog Svc	92052561	$0
			Sub-Total	***$332,000***
			Grand Total	**$16,606,487**

EXPLANATION

This request is **sole source** because the Department is seeking to restructure its service delivery system in order for individuals to have more rapid access to opioid use disorder (OUD) services. The vendors above have been identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the service restructure.. Presently, the Department funds a separate contract with Granite Pathways through December 31, 2018 for Regional Access Points, which provide screening and referral services to individuals seeking help with substance use disorders. The Department is seeking to re-align this service into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. The establishment of nine (9) Regional Hubs (hereafter referred to as Hubs) is critical to the Department's plan.

The Hubs will ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders. The statewide telephone coverage will be accomplished

evaluations for substance use disorders. The statewide telephone coverage will be accomplished through a collaborative effort among all of the Hubs for overnight and weekend access to a clinician, which will be presented to the Governor and Executive Council at the November meeting. The Hubs will be situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors will be responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

In the cities of Manchester and Nashua, given the maturity of the Safe Stations programs as access points in those regions, Granite Pathways, the existing Regional Access Point contractor, was selected to operate the Hubs in those areas to ensure alignment with models consistent with ongoing Safe Station's operations. To maintain fidelity to existing Safe Stations operations, Granite Pathways will have extended hours of on-site coverage from 8am-11pm on weekdays and 11am-11pm on weekends.

The Hubs will receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers will also be able to directly contact their local Hub for services. The Hubs will refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

Funds for each Hub were determined based on a variety of factors, including historical client data from Medicaid claims and State-funded treatment services based on client address, naloxone administration and distribution data, and hospital admissions for overdose events. Funds in these agreements will be used to establish the necessary infrastructure for Statewide Hub access and to pay for naloxone purchase and distribution. The vendors will also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items 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.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services 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 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 Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

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

Financial Detail

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			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

Financial Detail

Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 730,632.00
2020	Contracts for Prog Svs	102-500731	$ 813,156.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,788.00**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,611.00**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,890,416.00**

SUB TOTAL			**$ 16,274,487.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

100% Federal Funds			
Activity Code: 92052561			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**

Financial Detail

Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ 300,000.00
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ 16,000.00
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
SUB TOTAL			$ 332,000.00

TOTAL	$ 16,606,487.00

FORM NUMBER P-37 (version 5/8/15)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-03)

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 Concord Hospital, Inc.		1.4 Contractor Address 250 PLEASANT ST, CONCORD, NH, 03301	
1.5 Contractor Phone Number (603) 225-2711	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,845,257
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Robert P. Steigmeyer President + CEO	

1.13 Acknowledgement: State of NH, County of Merrimack

On 10/17/18, 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

[signature]

1.13.2 Name and Title of Notary or Justice of the Peace

C Lamontagne Notary

1.14 State Agency Signature [signature] Date: 10/19/18	1.15 Name and Title of State Agency Signatory Katja 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: [signature]	On: Megan A. Yost-Asbury 10/19/18
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 AAS
Date 10/12/18

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 $1,000,000 per 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 _____

Date 10/17/18

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 MJ

Date 10/12/18

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, 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.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Concord Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.5.1. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Concord Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.

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.

3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685.

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

5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.

6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.

7. The Contractor shall not use funds to pay for bricks and mortar expenses.

8. The Contractor shall include in their budget, at their discretion the following:

   8.1. Funds to meet staffing requirements of the contract

   8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts

   8.3. Funds to meet the GPRA and reporting requirements of the contract

   8.4. Funds to meet staff training requirements of the contract

9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.

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

    10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.

    10.2. Payment beyond start-up costs 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.

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

10.4. 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.

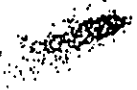
10.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

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

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

10.8. 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 approval of the Governor and Executive Council.

11. 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.



Access and Delivery Hub for Opioid Use Disorder Services

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (GAC Approval - 9/30/2019)

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	$ 112,440	$ 11,244	$ 123,684				$ 112,440	$ 11,244	$ 123,684
2. Employee Benefits	$ 123,723	$ 13,373	$ 136,196				$ 123,723	$ 13,373	$ 136,196
3. Consultants	$ 22,000	$ 2,400	$ 24,400				$ 22,000	$ 2,400	$ 24,400
4. Equipment:	$ -	$ -	$ -				$ -	$ -	$ -
Rental	$ -	$ -	$ -				$ -	$ -	$ -
Repair and Maintenance	$ 1,121	$ 113	$ 1,234				$ 1,121	$ 113	$ 1,234
Purchase/Depreciation	$ 21,000	$ 2,226	$ 23,226				$ 21,000	$ 2,226	$ 23,226
5. Supplies:	$ -	$ -	$ -				$ -	$ -	$ -
Educational	$ 11,000	$ 1,100	$ 12,100				$ 11,000	$ 1,100	$ 12,100
Lab	$ 3,000	$ 300	$ 3,300				$ 3,000	$ 300	$ 3,300
Pharmacy	$ 3,000	$ 300	$ 3,300				$ 3,000	$ 300	$ 3,300
Medical	$ 7,000	$ 700	$ 7,700				$ 7,000	$ 700	$ 7,700
Office	$ 3,000	$ 300	$ 3,300				$ 3,000	$ 300	$ 3,300
6. Travel	$ 10,000	$ 1,000	$ 11,000				$ 10,000	$ 1,000	$ 11,000
7. Occupancy	$ 39,000	$ 3,900	$ 42,900				$ 39,000	$ 3,900	$ 42,900
8. Current Expenses	$ -	$ -	$ -				$ -	$ -	$ -
Telephone	$ 3,000	$ 300	$ 3,300				$ 3,000	$ 300	$ 3,300
Postage	$ 1,000	$ 100	$ 1,100				$ 1,000	$ 100	$ 1,100
Subscriptions	$ 1,000	$ 100	$ 1,100				$ 1,000	$ 100	$ 1,100
Audit and Legal	$ 13,000	$ 1,300	$ 14,300				$ 13,000	$ 1,300	$ 14,300
Insurance	$ 25,000	$ 2,500	$ 27,500				$ 25,000	$ 2,500	$ 27,500
Board Expenses	$ -	$ -	$ -				$ -	$ -	$ -
9. Software	$ 17,190	$ 1,719	$ 18,871				$ 17,190	$ 1,719	$ 18,871
10. Marketing/Communications	$ 10,000	$ 1,000	$ 11,000				$ 10,000	$ 1,000	$ 11,000
11. Staff Education and Training	$ 10,000	$ 1,000	$ 11,000				$ 10,000	$ 1,000	$ 11,000
12. Subcontracts/Agreements	$ -	$ -	$ -				$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -				$ -	$ -	$ -
Meetings	$ 80,000	$ 8,000	$ 88,000				$ 80,000	$ 8,000	$ 88,000
Misc. Funds	$ 30,000	$ 3,000	$ 33,000				$ 30,000	$ 3,000	$ 33,000
	$ -	$ -	$ -						
TOTAL	$ 561,511	$ 56,151	$ 617,662	$ -	$ -	$ -	$ 561,511	$ 56,151	$ 617,662
Indirect As A Percent of Direct		10.0%							

Concord Hospital, Inc.
SS-2019-BBH-06-ACCES-01
Exhibit B-1
Page 1 of 1

Date 10/17/18

[illegible] Exhibit B-1

New Hampshire Department of Health and Human Services

[illegible]

Line Item	Total Program Cost		
	Direct	Indirect	Total
1. Total Salaries/Wages	$ 203,182	$ 20,318	$ 223,500
2. Employee Benefits	$ 111,994	$ 11,199	$ 123,193
3. Consultants	$ -	$ -	$ -
4. Equipment:			
Rental	$ -	$ -	$ -
Repair and Maintenance	$ 1,136	$ 114	$ 1,250
Purchase/Depreciation	$ 13,636	$ 1,364	$ 15,000
5. Supplies:			
Educational	$ 6,136	$ 614	$ 6,750
Lab	$ 3,864	$ 386	$ 4,250
Pharmacy	$ 3,000	$ 300	$ 3,300
Medical	$ 2,773	$ 277	$ 3,050
Office	$ 6,364	$ 636	$ 7,000
6. Travel	$ 14,000	$ 1,400	$ 15,400
7. Occupancy	$ 40,682	$ 4,068	$ 44,750
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 5,136	$ 514	$ 5,650
Postage	$ 1,364	$ 136	$ 1,500
Subscriptions	$ 1,000	$ 100	$ 1,100
Audit and Legal	$ 14,000	$ 1,400	$ 15,400
Insurance	$ 25,728	$ 2,573	$ 28,301
Board Expenses	$ -	$ -	$ -
9. Software	$ 2,114	$ 211	$ 2,325
10. Marketing/Communications	$ 1,136	$ 114	$ 1,250
11. Staff Education and Training	$ 10,013	$ 1,002	$ 11,015
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):			
Insurance	$ 120,000	$ 12,000	$ 132,000
Per Diem	$ 30,000	$ 3,000	$ 33,000
TOTAL	$ 615,545	$ 61,800	$ 677,345

Indirect As A Percent of Direct 10%

Line Item	Contract Period Total		
	Direct	Indirect	Total
1. Total Salaries/Wages			
2. Employee Benefits			
3. Consultants			
4. Equipment:			
Rental			
Repair and Maintenance			
Purchase/Depreciation			
5. Supplies:			
Educational			
Lab			
Pharmacy			
Medical			
Office			
6. Travel			
7. Occupancy			
8. Current Expenses			
Telephone			
Postage			
Subscriptions			
Audit and Legal			
Insurance			
Board Expenses			
9. Software			
10. Marketing/Communications			
11. Staff Education and Training			
12. Subcontracts/Agreements			
13. Other (specific details mandatory):			
Insurance			
Per Diem			
TOTAL			

Line Item	Year 1		
	Direct	Indirect	Total
1. Total Salaries/Wages	$ 203,182	$ 20,318	$ 223,500
2. Employee Benefits	$ 111,994	$ 11,199	$ 123,193
3. Consultants	$ -	$ -	$ -
4. Equipment:			
Rental	$ -	$ -	$ -
Repair and Maintenance	$ 1,136	$ 114	$ 1,250
Purchase/Depreciation	$ 13,636	$ 1,364	$ 15,000
5. Supplies:			
Educational	$ 6,136	$ 614	$ 6,750
Lab	$ 3,864	$ 386	$ 4,250
Pharmacy	$ 3,000	$ 300	$ 3,300
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6. Travel	$ 14,000	$ 1,400	$ 15,400
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Telephone	$ 5,136	$ 514	$ 5,650
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Audit and Legal	$ 14,000	$ 1,400	$ 15,400
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Board Expenses	$ -	$ -	$ -
9. Software	$ 2,114	$ 211	$ 2,325
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11. Staff Education and Training	$ 10,013	$ 1,002	$ 11,015
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):			
Insurance	$ 120,000	$ 12,000	$ 132,000
Per Diem	$ 30,000	$ 3,000	$ 33,000
TOTAL	$ 615,545	$ 61,800	$ 677,345

[illegible]
Exhibit B-1
Page 1 of 1

[illegible] 3/1/18

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. Conditional Nature of Agreement.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

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 disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, 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, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right 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)

250 Pleasant St
Concord, Merrimack, NH 03301

40 Pleasant St
Concord, Merrimack, NH 03301

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

Contractor Name: Concord Hospital

10/17/18
Date

Name: Robert P. Steigneyer
Title: Pres. Joint & CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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: Concord Hospital

10/17/18
Date

Name: Robert P. Steigmeyer
Title: President + CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

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

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

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

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

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

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (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: Concord Hospital

10/17/18
Date

Name: Robert P. Steigmeyer
Title: President + CEO

Contractor Initials AM
Date 10/17/18

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: Concord Hospital

10/17/18
Date

Name: Robert P. Steigmeyer
Title: President + CEO

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: Concord Hospital

10/17/18
Date

Name: Robert P. Steigmeyer
Title: President + CEO

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.

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: Concord Hospital

10/17/18
Date

Name: Robert P. Steigmeyer
Title: President + CEO

FORM A

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

1. The DUNS number for your entity is: 07-3977399

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

   ___X___NO _____YES

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

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

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

   _____NO _____YES

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

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

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

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

   Name:_____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

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

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

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

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Access and Delivery Hub for Opioid Use Disorder Services

This 2nd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Littleton Hospital Association d.b.a Littleton Regional Healthcare, , (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 600 St. Johnsbury Road, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 20, 2018 (Item #17A), as amended on September 18, 2019 (Item #20), (the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by $203,750, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-3 Amendment #2 Budget, with no change to the contract price limitation.

2. Add Exhibit B-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

10-8-2020
Date

Name: Christine Tappan
Title: Associate Commissioner

Littleton Hospital Association d.b.a Littleton Regional Healthcare

06/01/2020
Date

Name: Robert P. Nutter
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Catherine Pinos

Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____(date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Littleton Hospital Association d.b.a Littleton Regional Healthcare

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: July 1, 2020 through September 29, 2020

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	$ 74,317.00	$ -	$ 74,317.00	$ -	$ -	$ -	$ 74,317.00	$ -	$ 74,317.00
2. Employee Benefits	$ 15,965.00	$ -	$ 15,965.00	$ -	$ -	$ -	$ 15,965.00	$ -	$ 15,965.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 2,308.00	$ -	$ 2,308.00	$ -	$ -	$ -	$ 2,308.00	$ -	$ 2,308.00
Pharmacy	$ 43,013.00	$ -	$ 43,013.00	$ -	$ -	$ -	$ 43,013.00	$ -	$ 43,013.00
Medical	$ 877.00	$ -	$ 877.00	$ -	$ -	$ -	$ 877.00	$ -	$ 877.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 462.00	$ -	$ 462.00	$ -	$ -	$ -	$ 462.00	$ -	$ 462.00
7. Occupancy	$ 13,347.00	$ -	$ 13,347.00	$ -	$ -	$ -	$ 13,347.00	$ -	$ 13,347.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,154.00	$ -	$ 1,154.00	$ -	$ -	$ -	$ 1,154.00	$ -	$ 1,154.00
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 115.00	$ -	$ 115.00	$ -	$ -	$ -	$ 115.00	$ -	$ 115.00
10. Marketing/Communications	$ 462.00	$ -	$ 462.00	$ -	$ -	$ -	$ 462.00	$ -	$ 462.00
11. Staff Education and Training	$ 692.00	$ -	$ 692.00	$ -	$ -	$ -	$ 692.00	$ -	$ 692.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Flex Funding	$ 44,365.00	$ -	$ 44,365.00	$ -	$ -	$ -	$ 44,365.00	$ -	$ 44,365.00
Shelter Respite Vouchers	$ 6,673.00	$ -	$ 6,673.00	$ -	$ -	$ -	$ 6,673.00	$ -	$ 6,673.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 203,750.00	$ -	$ 203,750.00	$ -	$ -	$ -	$ 203,750.00	$ -	$ 203,750.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials

Date 06/01/2020

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 LITTLETON HOSPITAL ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 04, 1906. 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: **60919**

Certificate Number: **0004924162**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of June A.D. 2020.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Littleton Regional Healthcare
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 12, 2016, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That ROBERT F. NUTTER (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Littleton Regional Healthcare to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: June 1ST, 2020

Signature of Elected Officer
Name: Roger Gingue
Title: Chair, Board of Trustees

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/25/2019

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
Arthur J. Gallagher Risk Management Services, Inc.
470 Atlantic Avenue
Boston MA 02210

License#: BR-724491

CONTACT NAME:
PHONE (A/C, No, Ext): 617-261-6700 | FAX (A/C, No): 617-646-0400
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire & Marine Insurance Co	20079
INSURER B : New Hampshire Employers Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Littleton Regional Healthcare
600 Saint Johnsbury Road
Littleton NH 03561

LITTREG-01

COVERAGES **CERTIFICATE NUMBER:** 1642926949 **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			HN045867	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		ECC-600-4000559-2019A	10/1/2019	10/1/2020	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

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

CANCELLATION

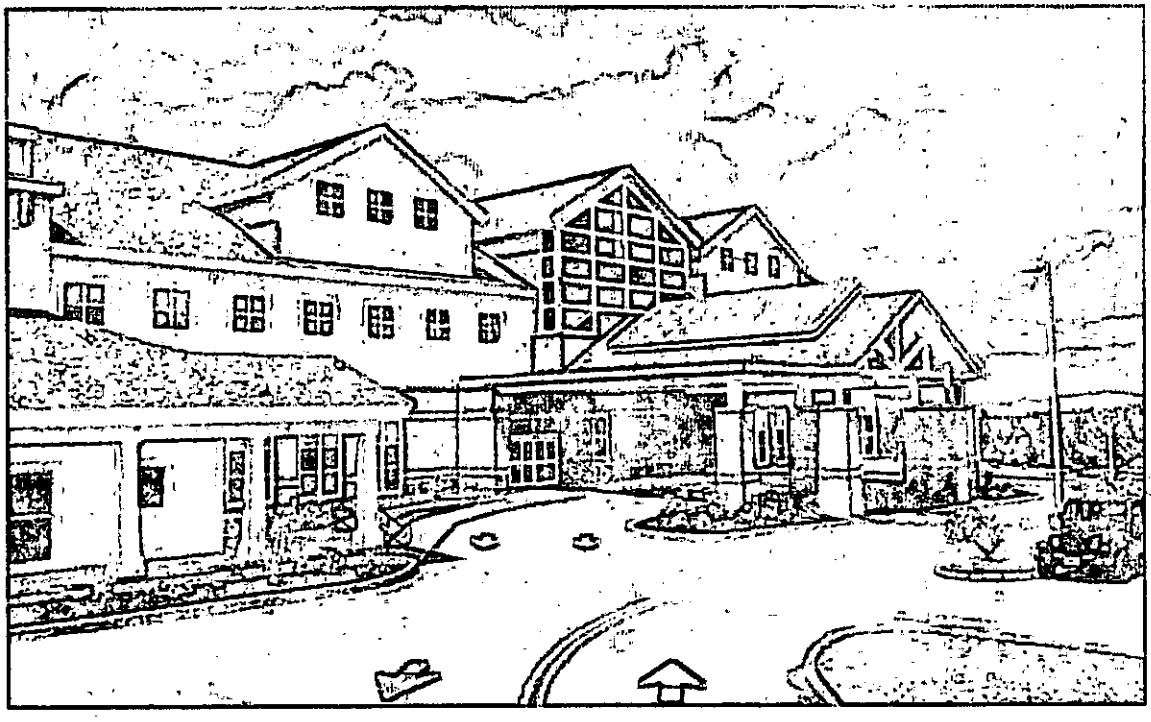
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patrick J. Keefe

NCH north country healthcare | Littleton Regional Healthcare

About LRH

Our Mission



To provide quality, compassionate and accessible healthcare in a manner that brings value to all.

Our Vision

LRH will be the leading provider of health care, and the best organization in which to work.

Our Values

- ICARE: Integrity, Compassion, Accountability, Respect, Excellence

BerryDunn

LITTLETON REGIONAL HEALTHCARE

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

FINANCIAL STATEMENTS

September 30, 2019 and 2018

With Independent Auditor's Report

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

September 30, 2019 and 2018

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BerryDunn

INDEPENDENT AUDITOR'S REPORT

The Board of Trustees
Littleton Hospital Association, Inc.
(d/b/a Littleton Regional Healthcare)

We have audited the accompanying financial statements of Littleton Hospital Association, Inc. (d/b/a Littleton Regional Healthcare), which comprise the balance sheets as of September 30, 2019 and 2018, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to 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 U.S. generally accepted accounting principles; 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. 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 auditor's 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 Littleton Regional Healthcare as of September 30, 2019 and 2018, and the results of its operations, changes in its net assets, and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Other Matter

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2019 Littleton Regional Healthcare adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
February 24, 2020

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Balance Sheets

September 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 291,187	$ 3,958,019
Patient accounts receivable, net	11,060,454	9,123,489
Supplies	2,195,332	1,938,794
Due from related parties	254,633	402,081
Prepaid expenses and other current assets	4,520,285	4,425,652
Total current assets	18,321,891	19,848,035
Assets limited as to use	44,765,838	49,022,077
Property and equipment, net	38,050,941	37,741,010
Total assets	$101,138,670	$106,611,122

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

LIABILITIES AND NET ASSETS

	2019	2018
Current liabilities		
Current portion of long-term debt	$ 1,263,501	$ 1,176,795
Accounts payable and other accrued expenses	5,149,630	2,631,216
Accrued salaries, wages and related accounts	4,050,563	3,230,895
Other current liabilities	608,811	520,715
Current portion of estimated third-party payor settlements	1,831,892	3,368,403
Due to related parties	220,743	530,458
Total current liabilities	13,125,140	11,458,482
Deferred compensation	3,039,019	2,970,751
Long-term debt, less current portion	23,283,793	24,463,800
Estimated third-party payor settlements, less current portion	7,000,377	5,598,948
Interest rate swap	2,319,861	1,507,465
Total liabilities	48,768,190	45,999,446
Net assets		
Without donor restrictions	49,733,881	58,054,504
With donor restrictions	2,636,599	2,557,172
Total net assets	52,370,480	60,611,676
Total liabilities and net assets	$101,138,670	$106,611,122

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Statements of Operations

Years Ended September 30, 2019 and 2018

	2019	2018
Revenues, gains and other support without donor restrictions		
Patient service revenue (net of contractual allowances and discounts)	$ 95,403,886	$ 90,193,850
Less provision for bad debts	5,343,535	5,295,151
Net patient service revenue	90,060,351	84,898,699
Other revenues	5,228,745	5,373,017
Net assets released from restriction for operations	71,826	306,293
Total revenues, gains and other support without donor restrictions	95,360,922	90,578,009
Expenses		
Salaries, wages and fringe	52,914,768	46,613,305
Contract labor	6,472,460	5,347,358
Supplies and other	30,560,522	27,716,375
Medicaid enhancement tax	3,736,209	3,530,402
Depreciation	4,559,575	4,551,192
Interest	927,208	905,076
Total expenses	99,170,742	88,663,708
Operating (loss) income	(3,809,820)	1,914,301
Nonoperating gains (losses)		
Income from investments, net	936,224	2,687,417
Gifts without donor restrictions, net of expenses	39,326	38,840
Community benefit and contribution expense	(344,653)	(350,805)
Unrealized (loss) gain on interest rate swap	(812,396)	874,697
Other (loss) income	(4,329,304)	549,767
Nonoperating (losses) gains, net	(4,510,803)	3,799,916
(Deficiency) excess of revenues, gains and other support over expenses and losses and (decrease) increase in net assets without donor restrictions	$ (8,320,623)	$ 5,714,217

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

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Statements of Changes in Net Assets

Years Ended September 30, 2019 and 2018

	Without Donor Restrictions	With Donor Restrictions	Total
Balances, October 1, 2017	$ 52,340,287	$ 2,609,422	$ 54,949,709
Excess of revenues, gains and other support over expenses and increase in net assets without donor restrictions	5,714,217	-	5,714,217
Contributions	-	151,808	151,808
Investment income, net	-	102,235	102,235
Net assets released from restriction for operations	-	(306,293)	(306,293)
Increase (decrease) in net assets	5,714,217	(52,250)	5,661,967
Balances, September 30, 2018	58,054,504	2,557,172	60,611,676
Deficiency of revenues, gains and other support over expenses and losses and decrease in net assets without donor restrictions	(8,320,623)	-	(8,320,623)
Contributions	-	114,781	114,781
Investment income, net	-	36,472	36,472
Net assets released from restriction for operations	-	(71,826)	(71,826)
(Decrease) increase in net assets	(8,320,623)	79,427	(8,241,196)
Balances, September 30, 2019	$ 49,733,881	$ 2,636,599	$ 52,370,480

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

LITTLETON HOSPITAL ASSOCIATION, INC.
(d/b/a LITTLETON REGIONAL HEALTHCARE)

Statements of Cash Flows

Years Ended September 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
(Decrease) increase in net assets	$ (8,241,196)	$ 5,661,967
Adjustments to reconcile (decrease) increase in net assets to net cash (used) provided by operating activities		
Provision for bad debts	5,343,535	5,295,151
Depreciation	4,559,575	4,551,192
Loss (gain) on sale of property and equipment	31,197	(117,983)
Net realized and unrealized gains on investments	(468,135)	(2,231,243)
Unrealized loss (gain) on interest rate swap	812,396	(874,697)
(Increase) decrease in assets		
Patients accounts receivable	(7,280,500)	(5,811,894)
Supplies	(256,538)	(117,193)
Prepaid expenses and other current assets	(94,633)	(2,543,744)
Due from related party	147,448	(254,243)
Increase (decrease) in liabilities		
Accounts payable and other accrued expenses	2,889,643	25,188
Accrued salaries, wages and related accounts	819,668	285,927
Other current liabilities	88,096	(343,272)
Due to third-party payors	(135,082)	568,582
Reserve for self-funded health insurance	-	(395,941)
Due to related party	(309,715)	486,744
Deferred compensation	68,268	344,117
Net cash (used) provided by operating activities	(2,025,973)	4,528,658
Cash flows from investing activities		
Purchases of investments	(16,256,825)	(18,316,948)
Proceeds from sale of investments	20,981,199	14,613,020
Purchases of property and equipment	(5,171,933)	(3,271,241)
Proceeds from sale of property and equipment	12,000	426,000
Net cash used by investing activities	(435,559)	(6,549,169)
Cash flows from financing activities		
Payments on long-term debt	(1,205,300)	(1,150,841)
Net cash used by financing activities	(1,205,300)	(1,150,841)
Net decrease in cash and cash equivalents	(3,666,832)	(3,171,352)
Cash and cash equivalents, beginning of year	3,958,019	7,129,371
Cash and cash equivalents, end of year	$ 291,187	$ 3,958,019
Supplemental disclosures of cash flow information		
Interest paid	$ 926,658	$ 901,835
Noncash investing and financing transactions		
Acquisition of property and equipment financed through capital lease	$ 111,999	$ 390,192
Acquisition of equipment included in accounts payable	$ -	$ 371,229

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

Organization

Littleton Hospital Association, Inc. (d/b/a Littleton Regional Healthcare) (Hospital) is a New Hampshire not-for-profit corporation which operates a community-oriented general hospital. Effective April 1, 2016, North Country Healthcare, Inc. (NCHI) became the sole corporate member of the Hospital. NCHI is also the parent company of Androscoggin Valley Hospital (AVH), Upper Connecticut Valley Hospital (UCVH), Weeks Medical Center (Weeks), and North Country Home Health & Hospice Agency, Inc. (Home Health) Any and all activity with these entities is disclosed as activity with related parties. Effective September 30, 2019, the Hospital formally disaffiliated with NCHI and is now a stand-alone hospital. The Hospital has indemnified certain employees and board members against claims made by NCHI and its affiliates. Any obligation the Hospital may incur under this arrangement is not reasonably estimable.

1. Summary of Significant Accounting Policies

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic (ASC) 958, *Not-For-Profit Entities*.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Hospital. These net assets may be used at the discretion of the Hospital's management and the Board of Trustees.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Hospital or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Under FASB ASC 958 and FASB ASC 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet; reporting the change in an organization's net assets in the statements of operations and changes in net assets; and reporting the change in its cash and cash equivalents in a statement of cash flows.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Income Taxes

The Hospital is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on related income.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds with a maturity of three months or less when purchased. Cash and cash equivalents exclude assets whose use is limited by the Board of Trustees. The Hospital maintains its cash in deposit accounts which, at times, may exceed federal depository insurance limits. Management believes credit risk related to these investments is minimal. The Hospital has not experienced any losses in such accounts.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to operations and a credit to a valuation allowance based on its assessment of individual accounts and historical adjustments. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to patient accounts receivable.

In evaluating the collectibility of accounts receivable, the Hospital analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts and the provision for bad debts. The adequacy of the allowance for doubtful accounts is regularly reviewed. For receivables associated with services provided to patients who have third-party coverage, an allowance for doubtful accounts and a provision for bad debts are established at varying levels based on the age and payor source of the receivable. For receivables associated with self-pay patients, the Hospital records a provision for bad debts in the period of service based on past experience indicating the inability or unwillingness to pay amounts for which they are financially responsible.

Supplies

Supplies are carried at the lower of cost (determined by the first-in, first-out method) or market.

Investments and Investment Income

Investments in equity securities with readily-determinable fair values and all investments in debt

securities are measured at fair value in the balance sheets. Values of investments in limited partnerships or companies are based on the net asset values (NAV) per share of the respective funds as reported in the financial statements of the related interest and provided by the investment manager. Management reviews and evaluates the valuations provided by the investment managers and believes these valuations are a reasonable estimate of fair value at September 30, 2019 and 2018, but are subject to uncertainty and, therefore may differ from the value that would have been used had a ready market for the investments existed.

Management has adopted FASB ASC 825-10-35-4, *Financial Instruments - Overall - Subsequent Measurement - Fair Value Option*, and has elected the fair value option relative to its investments, which consolidates all investment performance activity within the nonoperating gains (losses) section of the statements of operations to simplify the presentation of investment return in the statement of operations.

Donor-restricted investment income and gains (losses) on investments on donor-restricted investments are recorded within net assets with donor restrictions until expended in accordance with the donor's restrictions.

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

Property and Equipment

Property and equipment acquisitions are recorded at cost or, if contributed, at fair market value determined at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Equipment under capital lease obligations is amortized on the straight-line method over the shorter period of the lease term or the estimated useful life of the equipment. Such amortization is included in depreciation and amortization in the financial statements. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

Gifts of long-lived assets, such as land, buildings or equipment, are reported as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Employee Fringe Benefits

The Hospital has an "earned time" plan to provide certain fringe benefits for its employees. Under

this plan, each employee "earns" paid leave each payroll period. Accumulated hours may be used for vacations, holidays or illnesses. Hours earned, but not used, vest with the employees up to established limits. The Hospital accrues the cost of these benefits as they are earned.

Interest Rate Swap

The Hospital uses an interest rate swap contract to eliminate the cash flow exposure of interest rate movements on variable-rate debt. The Hospital has adopted FASB ASC 815, *Derivatives and Hedging*, to account for its interest rate swap contract. The interest rate swap is not considered a cash flow hedge and, therefore, is included within nonoperating gains (losses).

Nonoperating Gains (Losses)

Activities other than those in connection with providing healthcare services are considered to be nonoperating. Nonoperating gains and losses consist primarily of income and gains and losses on invested funds, unrestricted gifts, community benefit expense, unrealized gain (loss) on interest rate swap, and expenses incurred related to the disaffiliation with NCHI.

(Deficiency) Excess of Revenues, Gains and Other Support Over Expenses and Losses

The statements of operations include (deficiency) excess of revenues, gains and other support over expenses and losses. Changes in net assets without donor restrictions, if any, which are excluded from (deficiency) excess of revenues, gains and other support over expenses and losses, consistent with industry practice, include net assets released from restriction for capital acquisition and net asset transfers.

Net Patient Service Revenue

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from its established rates. Payment arrangements include prospectively-determined rates per discharge, reimbursed costs, discounted charges and per diem rates. 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.

Donor Restricted Gifts

Unconditional promises to give cash and other assets to the Hospital are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. Contributions received with donor restrictions that limit the use of the donated assets are reported as net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net

assets without donor restrictions and reported in the statements of operations and changes in net assets as net assets released from restriction. Donor restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

Charity Care

The Hospital provides care to patients who meet certain criteria under its charity care policy. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported in net revenue.

Transactions with Infrequency of Occurrence

A transaction not reasonably expected to recur in the foreseeable future is considered to occur infrequently. The past occurrence of an event or transaction for a particular entity provides evidence to assess the probability of recurrence of that type of event or transaction in the foreseeable future. During 2018, the Hospital entered into a class-action lawsuit with an investment bank related to misleading interest rates. The class-action lawsuit resulted in a favorable settlement to the Hospital in the amount of $549,767, which is included in other nonoperating income on the statement of operations.

Newly Adopted Accounting Pronouncement

In 2019, the Hospital adopted FASB Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The adoption of the ASU had no impact on previously reported total net assets and has been applied retrospectively to all periods presented.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Hospital has considered transactions or events occurring through February 24, 2020, which was the date the financial statements were available to be issued.

On October 7, 2019, the Hospital and NCHI executed an agreement providing that, effective September 30, 2019, the Hospital formally disaffiliated with NCHI, and is now a stand-alone hospital. The agreement was reached after several months of negotiations and a review by the New Hampshire Director of Charitable Trusts.

2. Net Patient Service Revenue and Patient Accounts Receivable

Net Patient Service Revenue

Net patient service revenue is reported net of contractual allowances and other discounts as follows for the years ended September 30:

	2019	2018
Gross patient service revenue		
Routine services	$ 6,700,826	$ 6,784,417
Ancillary services	175,207,114	161,167,308
	181,907,940	167,951,725
Less contractuals and discounts	86,504,054	77,757,875
Patient service revenue (net of contractual allowances and discounts)	95,403,886	90,193,850
Less provision for bad debts	5,343,535	5,295,151
Net patient service revenue	$ 90,060,351	$ 84,898,699

Patient Accounts Receivable

Patient accounts receivable are stated net of estimated contractual allowances and allowance for bad debts as follows as of September 30:

	2019	2018
Patient accounts receivable	$ 27,597,943	$ 21,746,489
Less estimated contractual allowances	11,569,832	8,612,000
Less estimated allowance for bad debts	4,967,657	4,011,000
Patient accounts receivable, net	$ 11,060,454	$ 9,123,489

During 2019, the Hospital increased its estimates from approximately $2,115,000 to approximately $2,446,000 and from approximately $1,293,000 to approximately $1,804,000 in the allowance for doubtful accounts relating to self-pay and commercial insurance patients, respectively. During 2019, self-pay write-offs increased from approximately $6,119,000 to approximately $6,253,000. Such increases are the result of higher-deductible health insurance plans and staffing related issues which affected the revenue cycle process.

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

Medicare

The Hospital is a Critical Access Hospital (CAH). Under the CAH program, the Hospital is reimbursed at 101% of allowable costs for its inpatient and most outpatient services provided to Medicare patients. The Hospital is reimbursed at tentative rates with final determination after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's cost reports have been audited by the fiscal intermediary through September 30, 2015.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed under prospectively-determined per-discharge rates. The prospectively-determined per-discharge rates are not subject to retroactive adjustment. Outpatient services rendered to Medicaid beneficiaries are reimbursed on a combination of prospectively-determined fee schedules and a cost reimbursement methodology. The Hospital is reimbursed for outpatient services at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid fiscal intermediary. The Hospital's cost reports have been audited by the fiscal intermediary through September 30, 2013.

Anthem

Inpatient and outpatient services rendered to Anthem subscribers are reimbursed based on standard charges, less a negotiated discount, except for lab and radiology services which are reimbursed on fee schedules.

Revenue from the Medicare and Medicaid programs accounted for approximately 33% and 10%, respectively, of the Hospital's patient service revenue (net of contractual allowances and discounts) for the year ended September 30, 2019, and 35% and 12%, respectively, of the Hospital's patient service revenue (net of contractual allowances and discounts) for the year ended September 30, 2018. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Net patient service revenue decreased by approximately $50,000 and $262,000 in 2019 and 2018, respectively, due to changes in estimates and differences in retroactive adjustments compared to amounts previously estimated.

The Hospital has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Hospital under these agreements includes prospectively-determined rates, discount from charges and prospectively-determined daily rates.

The Hospital recognizes patient service revenue associated with services rendered to patients who have third-party payor coverage on the basis of contractual rates for such services. For uninsured patients that do not qualify for charity care, the Hospital recognizes revenue on the basis of its standard rates (or on the basis of discounted rates, if negotiated or provided by policy). Based on historical trends, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services rendered. Thus, the Hospital records a provision for bad debts related to uninsured patients in the period the services are rendered. Patient service revenue, net of contractual allowances and discounts but before the provision for bad debts, recognized in the period from these major payor sources are as follows:

	2019	2018
Total all payors		
Third-party payors	$ 90,251,626	$ 85,422,571
Self-pay	5,152,260	4,771,279
Patient service revenue (net of contractual allowances and discounts)	$ 95,403,886	$ 90,193,850

Disproportionate Share Hospital Payments

Medicaid disproportionate share hospital (DSH) payments provide financial assistance to hospitals that serve a large number of low-income patients. The federal government distributes federal DSH funds to each state based on a statutory formula. The states, in turn, distribute their portion of the DSH funding among qualifying hospitals. The states are to use their federal DSH allotments to help cover the costs of hospitals that provide care to low-income patients when those costs are not covered by other payors. The State of New Hampshire's plan for the distribution of DSH monies to its hospitals has not yet been approved by the Centers for Medicare and Medicaid Services (CMS). Therefore, amounts recorded by the Hospital are subject to change. Included within contractual allowances in patient service revenue (net of contractual allowances and discounts) in the statements of operations is approximately $4,500,000 and $3,542,000, respectively, for the years ended September 30, 2019 and 2018 related to DSH payments.

Long-term estimated third-party payor settlements consist of estimates related to Medicare's potential disallowance of Medicaid enhancement tax as an allowable cost and state disproportionate share pending settlements. Due to unresolved issues at the federal level for both matters, the Hospital has classified the balances as long-term.

3. Community Benefit

The Hospital provides services without charge, or at amounts less than its established rates, to patients who meet the criteria of its charity care policy. Patients deemed as not meeting criteria for the New Hampshire Health Access Network are then considered for the Hospital's Charity Care program. The individual must be deemed ineligible for Medicaid and the Buffington Fund (Lisbon residents only) to be considered for the program.

Charity care is granted on a sliding scale based on gross income and family size as compared to the federal poverty guidelines as follows:

- Up to 200% of federal poverty guidelines receive 100% charity care;
- 201%-225% of federal poverty guidelines receive 75% charity care;
- 226%-275% of federal poverty guidelines receive 50% charity care; and
- 276%-300% of federal poverty guidelines receive 25% charity care.

The net cost of charity care provided was approximately $592,000 in 2019 and $569,000 in 2018. The total cost estimate is based on an overall financial statement cost to charge ratio applied against gross charity care charges. In 2019 and 2018, 0.60% and 0.64%, respectively, of all services as defined by percentage of gross revenue was provided on a charity basis.

In 2019, of a total of 1,609 inpatients, 43 received their entire episode of service on a charity basis and 18 received partial subsidy. In 2018, of a total of 1,641 inpatients, 42 received full charity and 29 received partial subsidy.

4. Availability and Liquidity of Financial Assets

The Hospital had working capital of $5,196,751 and $8,389,553 at September 30, 2019 and 2018, respectively. The Hospital had average days (based on normal expenditures) cash and cash equivalents on hand of 1 and 17 at September 30, 2019 and 2018, respectively.

The Hospital's goal is to maintain financial assets to meet 40 days of operating expenses ($10,368,347 and $9,217,810 at September 30, 2019 and 2018, respectively). The annual operating budget is determined with the goal of generating sufficient net patient service revenue and cash flows to allow the Hospital to be sustainable to support its mission and vision.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, were as follows as of September 30:

	2019	2018
Cash and cash equivalents	$ 291,187	$ 3,958,019
Patient accounts receivable, net	11,060,454	9,123,489
Other receivables, net (included in other current assets)	2,202,922	2,218,078
Financial assets available to meet general expenditures within one year	$ 13,554,563	$ 15,299,586

The Hospital has assets limited as to use of $39,102,700 and $43,514,141 at September 30, 2019 and 2018, respectively, that are designated assets set aside by the Board of Trustees for future capital improvements and other purposes. These assets limited as to use are not available for general expenditure within the next year, however, the internally designated amounts could be made available, if necessary.

5. Property and Equipment

The major categories of property and equipment are as follows as of September 30:

	2019	2018
Land	$ 764,443	$ 764,443
Land improvements	3,806,523	3,792,448
Buildings	42,428,399	41,202,168
Fixed equipment	14,809,598	14,664,397
Major moveable equipment	37,439,514	33,871,778
Assets under capital leases	1,239,569	717,383
	100,488,046	95,012,617
Less accumulated depreciation and amortization	62,879,640	58,628,917
	37,608,406	36,383,700
Construction-in-progress	442,535	1,357,310
	$ 38,050,941	$ 37,741,010

6. Assets Limited as to Use

Assets limited as to use consisted of the following as of September 30:

	2019	2018
Board-designated for capital acquisition and operations	$ 39,102,700	$ 43,514,141
Deferred compensation	3,039,019	2,970,751
With donor restrictions - temporary in nature	624,028	538,633
With donor restrictions - held in perpetuity	2,000,091	1,998,552
Total	$ 44,765,838	$ 49,022,077

The composition of assets limited as to use consisted of the following at September 30:

	2019	2018
Cash and cash equivalents	$ 1,045,912	$ 3,012,897
Fixed income	4,753,008	4,579,679
Mutual funds	26,970,818	29,345,376
Other investments	11,996,100	12,084,125
Total	$ 44,765,838	$ 49,022,077

Investment income and gains (losses) consisted of the following:

	2019	2018
Net assets without donor restrictions:		
Interest and dividends, net of fees	$ 490,161	$ 554,473
Realized gains	420,760	106,958
Unrealized gains	25,303	2,025,986
	936,224	2,687,417
Net assets with donor restrictions:		
Interest and dividends, net of fees	14,400	3,936
Realized losses	(12,046)	(10,999)
Unrealized gains	34,118	109,298
	36,472	102,235
	$ 972,696	$ 2,789,652

Changes in endowment (with donor restrictions) net assets are as follows:

	2019	2018
Endowment net assets, beginning of year	$ 2,365,387	$ 2,286,360
Investment return		
Investment income, net of fees	57,109	113,543
Realized gains (losses) on investments	1,580	(286)
Unrealized (losses) gains on investments	(2,456)	15,047
Total investment return, net	56,233	128,304
Contributions	1,539	3,245
Appropriation of endowment assets for expenditure	(48,499)	(52,522)
Endowment net assets, end of year	$ 2,374,660	$ 2,365,387

Interpretation of Relevant Law

The Hospital has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (UPMIFA) such that the Board of Trustees is allowed to appropriate for expenditure for the uses and purposes for which the endowment fund is established, unless otherwise specified by the donor, so much of the net appreciation, realized and unrealized, in the fair value of the assets of the endowment fund over the historic dollar value of the fund, as is prudent. In so doing, the Board must consider the long-term and short-term needs of the Hospital in carrying out its purpose, its present and anticipated financial requirements, expected total return on its investments, price-level trends, and general economic conditions. As a result of this interpretation, the Hospital classifies as net assets with perpetual donor restriction (a) the original value of the gifts donated to the perpetual endowment when explicit donor stipulations requiring perpetual maintenance of the historical fair value are present, and (b) the original value of the subsequent gifts to be maintained in perpetuity when explicit donor stipulations requiring perpetual maintenance of the historical fair value are present. The remaining portion of the donor restricted endowment fund composed of accumulated gains not required to be maintained in perpetuity is classified as net assets with donor restrictions temporary in nature until those amounts are appropriated for expenditure in a manner consistent with the donor's stipulations. The Board approves amounts to be appropriated from time to time, based on the Hospital's needs and the provisions of UPMIFA.

Investment Policy and Strategies Employed for Achieving Objectives

In managing its diversified portfolio, the Hospital measures the performance of its investment portfolio's components against the appropriate market benchmark. The investment objective for the portfolio is to achieve the highest long-term total return on assets that is consistent with prudent investment practices. Over the long term, the policy provides that good investment performance should maintain or enhance the purchasing power of the portfolio's assets. A secondary objective is to achieve an annualized return that meets or exceeds a Policy Index that is comprised of reasonable market benchmarks in a weighting that is consistent with the target asset allocation as approved by the Hospital.

The portfolio assets have a long-term, indefinite time horizon with relatively low liquidity needs. As such, the Fund may take advantage of less liquid investments and assume a time horizon that extends well beyond a normal market cycle. It is expected, however, that sufficient portfolio diversification will smooth volatility and help to assure a reasonable consistency of return. The portfolio is managed on a total return basis.

Funds with Deficiencies

From time to time, the fair value of assets associated with donor-restricted endowment funds may fall below the level of the donors' original gift(s) or what UPMIFA may require the Hospital to retain as a fund of perpetual duration ("underwater"). The Hospital's policy prohibits appropriating amounts from underwater endowment funds and there were no deficiencies of this nature that are reported in net assets with donor restrictions as of September 30, 2019 and 2018.

7. Borrowings

Long-term debt consisted of the following as of September 30:

	2019	2018
Series 2015A fixed-rate bonds held by T.D. Bank N.A., payable in variable monthly principal and interest installments through September 2038; interest rate of 2.39%; collateralized by substantially all Hospital assets and gross receipts.	**$ 4,609,736**	$ 4,799,418
Series 2015B variable-rate bonds held by T.D. Bank N.A., payable in variable monthly principal and interest installments through September 2038; interest rate of 69.75% of one-month London Interbank Offering Rate (LIBOR) plus 0.73% (2.22% at September 30, 2019); collateralized by substantially all Hospital assets and gross receipts (see interest rate swap agreement disclosure).	**18,331,555**	18,976,322
2.97% note payable to a bank, due in variable monthly installments including interest, through April 2023; collateralized by substantially all Hospital assets.	**1,113,744**	1,404,004
Various capital leases, payable in 60 to 120 monthly principal payments ranging from $1,858 to $5,272 including interest rates varying from 2.84% to 8.49%; and maturing between July 2023 and July 2028; collateralized by specific assets acquired under capital leases.	**661,029**	638,503
Total long-term debt, before unamortized and deferred issuance costs	**24,716,064**	25,818,247
Unamortized deferred issuance costs	**(168,770)**	(177,652)
Total long-term debt	**24,547,294**	25,640,595
Less current portion	**1,263,501**	1,176,795
Long-term debt, excluding current portion	**$ 23,283,793**	$ 24,463,800

The Series 2015 bonds require the Hospital to meet certain covenants. As of September 30, 2019 the Hospital was not in compliance with certain of these covenant requirements, however, a waiver was subsequently granted for the violation by the lending institution.

Annual principal maturities on long-term debt, including capital leases, for fiscal years subsequent to September 30, 2019 are as follows:

	Bonds and Notes Payable	Capital Lease Obligations
2020	$ 1,160,706	$ 102,795
2021	1,202,509	109,538
2022	1,243,578	116,772
2023	1,148,782	121,007
2024	991,686	41,542
Thereafter	18,307,774	169,375
	$ 24,055,035	$ 661,029

Interest on long-term debt, excluding letter-of-credit fees, was $927,208 and $905,076 for the years ended September 30, 2019 and 2018, respectively.

Interest Rate Swap

In connection with the issuance of the Series 2015B bonds, the Hospital entered into an interest rate swap agreement to hedge the associated interest rate risk. The swap notional amount was $14,139,000 at September 30, 2019. The swap terminates on October 11, 2027. The interest rate swap agreement requires the Hospital to pay a fixed rate of 3.5625% in exchange for a variable rate of 69.75% of one-month LIBOR plus 0.73% which matches the rate under the bonds.

The Hospital is required to include the fair value of the swap in the balance sheets, and annual changes, if any, in the fair value of the swap in the statements of operations. For example, during the holding period, the annually-calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date the swap was entered into and as an unrealized gain in the statements of operations, which will generally be indicative that the net fixed rate the Hospital is paying is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statements of operations) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Hospital is paying on the swap is above market expectations of rates during the remaining term of the swap. These annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which is intended to be zero at the maturity date of the swap agreement. The Hospital retains the sole right to terminate the swap agreement should the need arise. The Hospital recorded the swap at its liability position of $2,319,861 and $1,507,465 at September 30, 2019 and 2018, respectively.

8. Retirement Plans

The Hospital sponsors a 403(b) retirement plan for its employees. Contributions are computed as a percentage of earnings and are funded as accrued. Effective November 1, 2017, the Hospital merged its plan with that of the other members of NCHI in the North Country Healthcare Retirement Plan (Plan). The Hospital intends to exit the Plan as part of the disaffiliation with NCHI.

The amount charged to expense for the 403(b) plan totaled $714,674 and $623,782 for 2019 and 2018, respectively.

In addition, the Hospital maintains a 457(b) deferred compensation plan for certain employees. An asset and a liability of $3,039,019 and $2,970,751, respectively, have been recorded related to this plan for 2019 and 2018.

9. Commitments and Contingencies

Professional Liability Insurance

The Hospital maintains medical malpractice insurance coverage on a claims-made basis. The Hospital is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires the Hospital to accrue the ultimate cost of malpractice claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Hospital has evaluated its exposure to losses arising from identifiable potential claims and has properly accounted for them in the balance sheets for the years ended September 30, 2019 and 2018. The Hospital intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

Health Insurance

During 2018, the Hospital terminated its self-funded health insurance plan for its employees. At September 30, 2018, there were no accrued estimated costs on incurred but not reported claims. The Hospital established a traditional health insurance plan that provides the employees the option of choosing one of six plan options that best suits the needs of the employee.

Operating Leases

The Hospital as lessee has various non-cancelable leases for office space, including space sub-leased, all of which are classified as operating leases. Lease expense was $415,481 and $550,430 for the years ended September 30, 2019 and 2018, respectively. Future minimum lease payments are as follows for years ending September 30:

2020	$ 543,189
2021	553,922
2022	529,652
2023	545,541
2024	561,907
Total future minimum lease payments	$ 2,734,211

Professional Services Agreement

The Hospital entered into a professional services, medical direction and management agreement (Agreement) with The Alpine Clinic, LLC (Alpine) in March 2012. Alpine is a private physician practice group with clinical sites in five towns in northern New Hampshire providing orthopedic care, clinical services and related physical therapy, radiology and magnetic resonance imaging services to patients in this region. The initial term of the Agreement was in effect for a period of three years. There are provisions under the Agreement for early termination, subject to agreement between the two parties. Subsequent to the expiration of the initial term, the arrangement has continued on a monthly basis.

Under the terms of the Agreement, the Hospital has agreed to sub-lease Alpine's offices, furniture and equipment. The Hospital has agreed to engage Alpine to provide the professional orthopedic and physical therapy services through the physicians, nurse practitioners, physician assistants, and licensed physical therapists employed by Alpine. Alpine has agreed to engage the radiology and magnetic resonance imaging technicians employed by the Hospital to provide the technical services in connection with imaging services to Hospital patients at the Alpine offices. The Hospital has also agreed to engage Alpine to provide the services of all administrative and support staff as is necessary and desirable for the effective and efficient delivery of the orthopedic, physical therapy and imaging services.

Alpine has agreed that its sole compensation under this Agreement will be the fees set forth in the Agreement and that all payments from patients, third-party payors or otherwise for Alpine professional services furnished by the providers to Hospital patients will belong to the Hospital. The fees under the Agreement include an annual base fee, to be paid monthly, and a productivity fee which is to be paid within 30 days following the end of each year of the Agreement. The methodology used to calculate the base fee and productivity fee is specifically defined in the Agreement.

The fees paid to Alpine during the years ended September 30, 2019 and 2018 were $3,037,606 and $2,970,704, respectively, of which $177,497 is included in prepaid expenses and other current assets at September 30, 2019 and 2018.

Equipment Maintenance Agreement

During 2012, the Hospital entered into a capital lease to finance the purchase of a new Magnetic Resonance Imaging scanner. During 2018, the capital lease was paid in full and a new maintenance agreement was entered into for $9,856 per month. Total maintenance expense related to the capital lease in 2019 and 2018 was $113,208 and $137,557, respectively. The maintenance fee commitment expires in June 2022.

Payments in Lieu of Taxes

The Hospital entered into an agreement with the Town of Littleton that calls for annual payments in lieu of taxes through 2026 of $75,000 per year adjusted annually by the Consumer Price Index. For the years ended September 30, 2019 and 2018 the payments were $76,640 and $76,458, respectively.

Information Technology (IT) Purchased Services Agreement

In July 2019, the Hospital entered into a service agreement for contracted IT services. The initial agreement is for a five-year term ending July 2024. The agreement requires a monthly fee of $105,000 and total expense incurred by the Hospital for the year ended September 30, 2019 was $316,381.

10. Physician Practices

During 2019 and 2018, the Hospital operated several physician practices. For the years ended September 30, 2019 and 2018, the Hospital recognized net practice operations activity as follows:

	2019	2018
Net practice revenue	$ 16,671,957	$ 15,720,744
Direct expenses	26,781,048	21,520,710
Net loss (before indirect expenses)	$ (10,109,091)	$ (5,799,966)

11. Net Assets

Net assets with donor restrictions are available for the following purposes at September 30:

	2019	2018
Funds maintained with donor restrictions temporary in nature:		
Construction fund	$ 19,476	$ 3,496
Indigent care	160,121	150,291
Health education	8,878	9,123
Pastoral care	9,234	9,475
Veterans transportation	1,953	1,872
Volunteer services	65,784	69,459
Other health-related services	370,935	314,904
Total funds maintained with donor restrictions temporary in nature	636,381	558,620

	2019	2018
Funds maintained in perpetuity:		
Investments to be held in perpetuity, the income from which is expendable to support healthcare services	2,000,218	1,998,552
Total net assets with donor restrictions	$ 2,636,599	$ 2,557,172
Net assets released from restrictions consisted of:		
Satisfaction of purpose restrictions - operations	$ 71,826	$ 306,293

12. Functional Expenses

The Hospital provides general healthcare services to residents within its geographic location. The statements of operations report certain categories of expenses that are attributable to both healthcare services and support functions. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Occupancy costs are allocated by square footage, employee benefits are allocated based on salaries and professional liability insurance is allocated based on expense for the physician. Expenses related to healthcare and support services for the year ended September 30 are as follows:

2019	Healthcare Services	General and Administrative	Total
Salaries, wages and fringe	$ 45,215,441	$ 7,699,327	$ 52,914,768
Contract labor	6,037,791	434,669	6,472,460
Supplies and other	20,111,129	10,449,393	30,560,522
Medicaid enhancement tax	-	3,736,209	3,736,209
Depreciation	3,753,651	805,924	4,559,575
Interest	927,208	-	927,208
	$ 76,045,220	$ 23,125,522	$ 99,170,742

2018	Healthcare Services	General and Administrative	Total
Salaries, wages and fringe	$ 39,866,789	$ 6,746,516	$ 46,613,305
Contract labor	5,112,321	235,037	5,347,358
Supplies and other	17,779,795	9,936,580	27,716,375
Medicaid enhancement tax	-	3,530,402	3,530,402
Depreciation	3,657,357	893,835	4,551,192
Interest	905,076	-	905,076
	$ 67,321,338	$ 21,342,370	$ 88,663,708

13. Concentration of Credit Risk

Patient Accounts Receivable

The Hospital grants credit without collateral to its patients, most of whom are local residents and insured under third-party payor agreements. The mix of receivables for patients and third-party payors at September 30, 2019 and 2018 was as follows:

	2019	2018
Medicare	27 %	26 %
Medicaid	10	12
Anthem	12	10
Other third-party payors	33	30
Patient	18	22
	100 %	100 %

14. Fair Value Measurement

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets and liabilities measured at fair value and net asset value on a recurring basis are summarized below:

	Fair Value Measurements at September 30, 2019		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Assets			
Cash and cash equivalents	$ 1,045,912	$ 1,045,912	$ -
Fixed income	1,713,989	-	1,713,989
Mutual funds			
Index funds	21,769,215	21,769,215	-
Bond funds	5,201,603	5,201,603	-
Total mutual funds	26,970,818	26,970,818	-
Assets to fund deferred compensation			
Fixed income	3,039,019	3,039,019	-
Total assets at fair value	32,769,738	$ 31,055,749	$ 1,713,989
Investments measured at NAV	11,996,100		
Total assets	$ 44,765,838		
Liabilities			
Interest rate swap	$ 2,319,861	$ -	$ 2,319,861
Total liabilities	$ 2,319,861	$ -	$ 2,319,861

	Fair Value Measurements at September 30, 2018		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Assets			
Cash and cash equivalents	$ 3,012,897	$ 3,012,897	$ -
Fixed income	1,608,928	-	1,608,928
Marketable equity securities			
Index funds	23,298,688	23,298,688	-
Bond funds	6,046,688	6,046,688	-
Total mutual funds	29,345,376	29,345,376	-
Assets to fund deferred compensation			
Fixed income	2,970,751	2,970,751	-
Total assets at fair value	36,937,952	$ 35,329,024	$ 1,608,928
Investments measured at NAV	12,084,125		
Total assets	$ 49,022,077		
Liabilities			
Interest rate swap	$ 1,507,465	$ -	$ 1,507,465
Total liabilities	$ 1,507,465	$ -	$ 1,507,465

Inputs other than quoted prices that are observable are used to value the interest rate swap. The Hospital considers these inputs to be Level 2.

The fair value of Level 2 assets has been measured using quoted market prices of similar assets and the fair value market approach, as determined by comparable sales data.

The fair value of the interest rate swap is measured using other than quoted prices that are observable to value the interest rate swap. These values represent the estimated amounts the Hospital would receive or pay to terminate the swap agreement, taking into consideration current interest rates and the current creditworthiness of the counterparty.

The following table sets forth a summary of the Hospital's investments valued using a reported NAV at September 30, 2019:

	Fair Value Estimated Using NAV Per Share at September 30				
Investment	2019	2018	Redemption Frequency	Other Redemption Restrictions	Redemption Notice Period
Nyes Ledge Capital Offshore Fund, LTD	$ 5,490,763	$ 5,469,384	Annually	Annually on December 31	90 days
Drake Capital Offshore Partners, LP	4,473,553	5,228,368	Semi-Annually	100% Annually (December 31) 25% Annually (June 30)	90 days
Seaport Global Property Securities, LP	1,963,266	1,304,659	Monthly	N/A	15 days
Hatteras Core Alternatives TEI Fund, LP (Hatteras Fund)	68,518	81,714	Quarterly	Each quarter Hatteras Fund allows up to 5% of the fund to be redeemed; if clients redemption requests are greater than 5% of the fund, each investor will be paid out a pro-rata portion of their redemption request	75 days
	$11,996,100	$12,084,125			

15. Medicaid Enhancement Tax and Disproportionate Share Payments

In New Hampshire, hospitals are subject to a 5.4% tax, the Medicaid Enhancement Tax, on net taxable revenues. The State of New Hampshire's distribution of DSH monies to the hospitals is subject to audit by CMS. A number of hospitals in New Hampshire filed a lawsuit relative to the results of the 2011 audit of these DSH payments and the court ruled in favor of the hospitals in March 2016. CMS has appealed the ruling and, until such time as the final ruling is made on the appeal, the Hospital has not changed its position with respect to the amounts recorded in its financial statements. Should the court's ruling stand, the Hospital expects to adjust the amounts held in contingency in the year the ruling is upheld.

16. Meaningful Use Revenues

The Medicare and Medicaid electronic health record (EHR) incentive programs provide a financial incentive for achieving "meaningful use" of certified EHR technology. The criteria for meaningful use was staged in three steps from fiscal year 2012 through 2016.

The meaningful-use attestation is subject to audit by CMS in future years. As part of this process, a final settlement amount for the incentive payments could be established that differs from the initial calculation, and could result in return of a portion or all of the incentive payments received by the Hospital. The Hospital has settled with CMS.

In 2019 and 2018, the Hospital recognized $976 and $8,500, respectively, of Medicare EHR program revenues for its eligible physicians.

In 2019 and 2018, the Hospital attested to Stage 2 meaningful-use certification from CMS and recorded meaningful-use revenues of $30,753 and $79,952, respectively.

17. Related Party Transactions

As a member of NCHI, the Hospital shared in various services with the other member Hospitals and the parent. For the years ended September 30, 2019 and 2018, the Hospital billed other member hospitals $1,722,925 and $2,198,490 and was billed $1,724,011 and $2,123,495, respectively for shared services. At September 30, 2019 and 2018, $254,633 and $402,081, respectively, was due from, and $220,743 and $530,458, respectively, was due to, the member Hospitals and the parent.

Total expenses incurred for services provided by other members are as follows:

	2019	2018
UCVH	$ 6,598	$ 1,839
Weeks	438,521	241,967
AVH	238,925	238,819
Home Health	1,631	-
NCHI	1,038,336	1,640,870
Total	$ 1,724,011	$ 2,123,495

LRH Board of Trustees (2020)

as of June 2020

	LAST NAME	FIRST NAME	Position
1	Chisolm	Fred	Member
2	Fitzpatrick	Dr. Patrick	Secretary
3	Fleury	Kathryn	Member
4	Garrison	Ashley	Member
5	Gingue	Roger	Chair
6	Goldberg	Dr. Stephen	Member
7	Hennessey	Erin	Treasurer
8	Jesseman	Richard	Member
9	Kunz	Elizabeth	Member
10	MacArthur	Dr. Dougald	Member
11	Morgan	Laurie	Member & LRH Auxiliary
12	Nutter	Bob	LRH President & CEO
13	Rankin	Dr. Deane	Member
14	Rocke	Alice	Medical Staff President
15	Shanshala II	Ed	Member
16	Smith	Paul	Member
17	Tremblay	Thomas	Member
18	Woodward	Jeff	Vice Chair

Andrea M. Berry, D.O.

QUALIFICATIONS SUMMARY

- Professional, dedicated, self-motivated family practitioner with experience in a busy rural family practice office
- Understanding of medical issues affecting individuals and family dynamic
- Understanding and implementation of Hospice concept
- Waivered Substance Use Disorder treatment provider

PROFESSIONAL EXPERIENCE

Mid-State Health Center, Plymouth, Bristol, NH, 8/2012-present
Family Physician, Substance Use Disorder (Medication Assisted Treatment) provider
Lead clinician of Bristol office, 2/2019-present

Newfound Area Nursing Association, Bristol, NH, 3/2013-present
Hospice Medical Director

Newfound Area Nursing Association, Bristol, NH, 5/2014-present
Medical Director

University of New England College of Osteopathic Medicine, 8/2015-present
Preceptor for third and fourth year medical students for Community Health rotation

The Doorway at Littleton Regional Hospital, Littleton, NH, 1/2020-present
Medical Director
SUD treatment provider

EDUCATION

University of New England College of Osteopathic Medicine, Biddeford, ME
Doctor of Osteopathic Medicine, 2009
W. Hadley Hoyt Award Recipient, 2009

Seton Hall University, South Orange, NJ
Bachelor of Science, 2003
Cum laude
Masters of Science, 2005
Summa cum laude

POSTGRADUATE TRAINING

PCOM/Heart of Lancaster Regional Medical Center, Lititz, PA
Family Medicine Resident, 6/2009 – 6/2012
Surgery and Pediatrics Department Awards, 2010
Chief Family Medicine Resident, 2011 – 2012

LICENSURE AND CERTIFICATION

NH Board of Medicine, 2011-present
BLS Certification, 2009 - present
ACLS Certification, 2009 – 2012
Buprenorphine prescriber certification/DATA2000 Waiver, 2014 - present

PROFESSIONAL MEMBERSHIPS

American College of Osteopathic Family Physicians, 2009 - present
American Academy of Family Physicians, 2011 - present
American Osteopathic Association, 2005 – present

REFERENCES

Available upon request

MEDICAL Search

Referred by Rich Rodrigues • Medical Search International • 973-301-2100 Ext. 815 • RRodrigues@MedSearchIntl.com

Dawn K O'Keefe

RN BSN MS MPA PMHNP-BC

[redacted]

Education

MS PMHNP-BC Colorado State University Pueblo August 2018

MPA University of Colorado Denver School of Public Affairs May 2011

BSN University of Colorado May 1991

AS Red Rocks Community Golden, CO May 1989

Credentials

Colorado Nurse Practitioner – APN 0994254-NP Expires 9/30/2019

APRN PMHNP-BC September 2018

ASAM Suboxone Waiver 11/2018

Registered Nurse State of Colorado

ACLS BLS PALS TNCC ENPC ENA EDUCATOR

Professional Experience

Empower EMS – Miami, FL 5/1/2018-8/1/2018

•Consulting ER RN Staff Educator and Training SBIRT CHAMPION

University of Colorado Hospital ED Trauma Center - Aurora CO 1/1/2008-4/1/2018

• Level 1 Trauma Center ED Nurse

•ED Naloxone Champion

•Initiated ED Naloxone Grant Program

•Campaign for shifting ED team culture toward addiction as disease

•Developed ED Addiction Committee engaging multiple disciplines

Centura Health Avista ED - Louisville CO 5/1/2004-8/1/2010

• Charge Nurse ED; CE Instructor;

• Pain Protocol Coordinator

University of Washington – Harborview Seattle WA 5/1/2002-6/1/2004

• ED Staff Nurse; PACU Step Down RN;

• Radiology/Angiography Certified RN Special Procedures

• Care Force Nursing Services

Maxim Health Care – Seattle WA 9/30/2002-6/1/2004

• Part time Agency Nurse – Variety of Settings

University of Washington - Trauma Center - Seattle WA 9/30/1998-9/15/2002

• Level 1 Trauma Center ED Nurse

Barnes –Jewish Hospital Trauma Center – St Louis MO 5/1/1997-6/30/1998

• Level 1 Trauma Center ED Nurse

Botsford General Hospital -Farmington Hills MI 9/1/1995-4/30/1997

• ED Staff Nurse – Osteopathic

Detroit Receiving Hospital – Detroit MI 8/1/1994-2/1/1996

• Level I Trauma Center ED Staff Nurse

University of Colorado Trauma Center – Denver CO 2/1/1993-6/1/1994

• Level 1 Trauma Center ED Staff Nurse

Denver General Trauma Center – Denver CO 6/30/1991-1/30/1993

• Level 1 Trauma Center ED Staff Nurse

• Medical/Surgical Staff Nurse; Orthopedics Staff Nurse

Jarrett E. Stern, MHA

Professional Experience

Chief Executive Officer—2013 to present

UNIVERSITY ORTHOPAEDICS, PC ("UOPC")—Main Campus: Hawthorne, NY

Recruited to improve quality and provide executive leadership to multi-site academic orthopaedic practice. UOPC has 15 full time surgeons, radiology and physical therapy. With offices in both New York and Connecticut, UOPC provides expertise in all orthopaedic subspecialties in adults and pediatrics. Responsible for management of six locations, 50+ employees, and annual revenues of $15 million.

- Oversee administration of all site locations. Assume full responsibility for strategic planning, development, operations, sales and marketing, customer service, human resources, regulatory and compliance and P & L performance.
- Re-directed operations to increase profit growth in order to streamline procedures and implement measures to reduce costs. Reduced overhead and administrative expenses by 14%.
- Adopted technological resources to convert from paper to electronic systems to accommodate ICD-10 conversion, which improved records, files, and document retention, and streamlined practice management to comply with Meaningful Use requirements.
- Established Executive Governance Board; provide leadership to managers, directors and staff that will enroll support, create ownership of goals, and encourage active participate in decisions that impact the practice.
- Completely upgraded all IT hardware and software systems from the traditional PC model to thin client and cloud based systems.
- Charged with bringing practice into compliance with government regulations. Performed multiple mock RAC audits/education sessions to improve compliance with CMS guidelines.
- Actively and successfully explored new business opportunities to expand growth resulting in partnership with physiatry and physical therapy practices, commencing March 2015.
- Successfully negotiated and signed contracts, including managed care arrangements to improve reimbursements and patient volume.
- Strengthened referral base which includes private patients, corrections, governmental payors and others, resulting in increased new patient visits and a solid reputation in the area and healthcare community. Annual patient visits currently exceed 38,000.
- Renegotiated and upgraded health, dental, life, disability, and 401(k) plans for all employees, increasing quality of benefits provided while lowering overall costs.
- Revised supply chain process including vendor replacement and JIT ordering to create cash flow savings, minimize loss and stock outs and effectively utilize available space.

Chief Operating Officer—2013

ORTHOPEDICS AND NEUROSURGERY SPECIALISTS, PC—Greenwich, CT

Recruited to lead all aspects of business management and financial operations. This multi-location practice has 21 full time physicians, MRI, physical therapy, conventional imaging, 140 FTE and partnership in an ambulatory surgery center. Gross annual revenue exceeds $40 million derived from approximately 40,000 patient visits.

- Developed formal inventory system with dedicated storage locations and par levels; implemented IOS software to track materials with a link to Quick Books for efficient and accurate accounting.
- Increased MRI volume 10% resulting in added revenue.
- Restructured administrative and clinical staffs to more efficiently utilize existing talent; recruited and hired Chief Financial Officer and Nursing Director.
- Increased physical therapy capacity creating 5% additional throughput.
- Initiated managed care contract negotiations with Blue Cross and Harvard/Pilgrim Health; projected to increase patient volume by approximately 10% per annum.
- Led $800,000 renovation to modernize existing real estate and install infrastructure needed for all IT and telephone system upgrades.
- Reorganized executive management structure to optimize clinical and administrative processes; appointed Medical Directors for radiology/MRI and physical therapy to oversee day-to-day accountabilities.
- Negotiated and contracted all practice insurance policies including: Property and Casualty, Directors and Officers, Workers Compensation, Employee Health Insurance, Umbrella Policy and Employee Benefits.
- Defined strategy and led task force for ICD-10 conversion and Meaningful Use Stage 2.

Vice President, Perioperative Services and Orthopedics—2009 to 2013

Perioperative Services, Central Sterile Processing, Department of Anesthesiology, Endoscopy Unit, Department of Orthopedics, Department of Surgery, Department of Otolaryngology, Head and Neck Surgery and Audiology

WESTCHESTER MEDICAL CENTER – Valhalla, NY

Responsible for all business, operational and regulatory requirements including supervision of 400 full-time employees, 26 Operating rooms, 4 Endoscopy suites and 2 Procedure rooms. Managed operating budget in excess of $80 million covering 15 cost centers with over $398 million of annual charges.

- Led negotiation for contracts relating to total joint, spine, trauma, LVADs, and all cardiothoracic implants resulting in an annualized savings of over 20%. Spearheaded build-out of additional pediatric operating room accommodating an additional 780 cases; led construction of two additional PACU bays and managed the complete renovation of 13 operating rooms including the addition of a hybrid room. Upgraded McKesson Operating Room Information System to maximize capabilities and interface with CSPD information system; upgraded Abacus CSPD information system to accommodate and incorporate bar code technology and increased throughput capacity via installation of a four chamber tunnel washer.
- Led integration of The Pyxis Profile System and Med-Station, an automated pharmaceutical supply management system expediting and securing the distribution of medication while streamlining costs associated with charge materials within perioperative areas.
- Implemented *Life Wings* program to boost patient safety, reduce medical errors and lower malpractice costs bringing about increased employee satisfaction and reduced nurse turnover.

- Expanded and enhanced Robotic Surgery Program resulting in increased usage by over 200% across three service lines. Initiated the procurement and implementation of the Advisory Board Surgical Compass System to verify and benchmark perioperative data captured in the Operating Room Information System.
- Medical Center leadership and academic roles: Chairman of Laser Safety Committee, Chairman of Value Analysis Committee, Co-Chair of Operating Room Committee, Trainer – LifeWings Program.
- Additional committee memberships: Medical Operations, Medical Executive, MRI Safety, Pain and Palliative Care, Capital Purchasing, Space Allocation, Joint Committee Readiness, Disaster Planning, OR Block Utilization.
- Successfully completed surveys for JCAHO, NYSDOH, ACGME and UNOS. Obtained Center of Excellence awards for bariatric and spine surgery.
- Revised surgical block schedule to maximize utilization and decrease labor expense.
- Led hospital negotiations and contract compliance for outsourced anesthesiology contract including all financial, operational and regulatory issues.
- Collaborate with Chairmen to oversee residency programs in Anesthesiology and Orthopedics.

Senior Director, Perioperative Services—2006 to 2009

Perioperative Services, Department of Anesthesiology, Endoscopy Unit, Emergency Department and Department of Urology

SAINT VINCENT'S CATHOLIC MEDICAL CENTER—NEW YORK, N.Y.

Recruited to drive business and operational initiatives of the perioperative patient care delivery system, to maximize productivity and contain expenses while supporting quality, safety and physician satisfaction. Managed an operating budget of $45 million for a total of 11 cost centers, 18 operating rooms and supervised 225 full-time employees. Responsible for all regulatory compliance.

- Directed the development and installation of GE Centricity Operating Room Information System.
- Responsible for build-out of the Philips Allura FD20 Surgical Navigation Suite; obtained Certificate of Need, secured financing, negotiated contracts and oversee construction.
- Streamlined operating room materials and inventory management costs resulting in over $1million in savings.
- Formulated and launched a monthly management program with NYSNA (Nursing Union) to improve communication and enhance productivity for union nurses.
- Managed design and construction of Endoscopic Ultrasound suite, negotiated equipment purchase and oversaw staff acquisition for newly created Pancreatic Center.
- Championed weekly management educational sessions and developed progressive training around the business of medicine to teach basic management skills to newly appointed clinical managers.
- Leadership roles: Co-Chair of the Capital Committee, Co-Chair of the Transportation Committee, Emergency Preparedness Coordinator responsible for hospital disaster planning.
- Managed all aspects of construction for 2 complete operating rooms dedicated to spine and neurosurgical patients.
- Revised surgical blocks in collaboration with clinical Chairman to maximize resources and accommodate growth.
- Analyzed and improved operating room first case starts and turnover times via daily tracking and reporting.
- Coordinated with Chairman to oversee all research and IRB approvals.

- Successfully completed JCAHO, DOH and ACGME surveys.

Director, Business and Clinical Affairs—2002 to 2006

Department of Otorhinolaryngology, Head and Neck Surgery, Audiology and Speech Therapy

MONTEFIORE MEDICAL CENTER—BRONX, N.Y.

Responsible for all financial, operational and regulatory aspects of department for 40 full-time employees, 10 attending and 29 voluntary physicians. Managed an annual operating budget of over $4 million encompassing 38,000 patient visits.

- Increased department revenue by 36% in three years.
- Directed and managed ACGME accredited Residency program with a total of 20 residents.
- Administered NIH grant budgets of $1.5 million titled "Reducing Surgical Errors".
- Optimized department workflow, documentation procedures and adherence to safety guidelines resulting in a successful JCAHO survey in 2003.
- Revised all billing, collections and physician accountability for professional revenue cycle.

Administrator – 1999 to 2002

The Spine Institute

BETH ISRAEL MEDICAL CENTER—NEW YORK, N.Y.

Responsible for day-to-day business management, regulatory compliance and oversight of all aspects of orthopedic surgery and physiatrist practices.

- Increased annual revenue by 177% from $4.8 million in 1998 to $8.5 million in 2001; increased physicians on staff from five to seven within one year; expanded Spine Institute reach into Westchester County and increased patient referral base.
- Successfully completed JCAHO surveys in 1999 and 2002.
- Developed and launched commercial marketing campaign supported by local cable channels to increase awareness of services offered within the Spine Institute.
- Led the establishment of, and successfully obtained the grants for, the Spine Surgery Research Program.
- Maximized revenue potential through expansion of GME program through billing of Fellow's services.
- Created weekly billing and collections accountability meetings with physicians and billing staff.

Administrator—1996 to 1998

Rehabilitation and Fitness Pavilion

LONG BEACH MEDICAL CENTER – LONG BEACH, N.Y.

- Directed merger implementation and integration of private physical therapy practice with community medical center (250 beds). Developed budget and assisted in development of 10,000 square foot ambulatory facility.
- Reduced $1.5 million accounts receivable to $400,000 within 18 months by restructuring the billing and collection operation with an outsourced vendor.

- Led cost savings initiative and operational streamlining for medical practice generating $1.5 million (gross) per year.
- Responsible for all third-party payer negotiations.
- Assumed all regulatory and compliance oversight for clinical freestanding facility.

Territory Coordinator—1995 to 1996

Provider Relations

US HEALTHCARE—UNIONDALE, N.Y.

- Managed all aspects of designated primary and specialist physician relations with managed care company.
- Responsible for all physician recruitment and retention within geographical territory.

Education

Master of Healthcare Administration, Management and Finance • Cornell University, Ithaca, NY—1995

Bachelor of Arts, Psychology • Yale University, New Haven, CT—1993
-Varsity Football Letterman

Academic Appointments

Assistant Professor, Department of Anesthesiology, New York Medical College, Valhalla, NY

Professional Affiliations

Member, American College of Healthcare Executives
Healthcare Leadership Academy—Healthcare Advisory Board, Washington, DC
Member, Medical Group Management Association
Federal Emergency Management Agency—IS 100, 200, 700, and 800 completed
Member, National Surgical Advisory Committee—MedAssets

JAMIE TORRES

[redacted]

APPLICATION INFORMATION

REQUISITION NUMBER - 1331
DATE APPLIED - 16 Dec 2019
SOURCE - Internal Posting

JOB TITLE - Office Supervisor
RECRUITER - Ronda Payette
HIRING MANAGER - Jarrett E Stern

PERSONAL INFORMATION

EMAIL - jamie.torres@weeksmedical.org
HOME PHONE -
PERSONAL CELL - 1-978-3047818
DESIRED SALARY - USD 27 Hourly

ADDRESS
47 Bray Hill Rd,
Whitefield, 03598,
NH - New Hampshire, US

VOLUNTARY SELF IDENTIFICATION INFORMATION - On file

EDUCATIONAL BACKGROUND

(Unsaved Data : Information shown here is parsed from resume.)

Bachelor of Applied Science in Management — Completed on 01/01/2001
Southern New Hampshire University
MAJOR - Registered Medical Assistant
MINOR -

EMPLOYMENT HISTORY

(Unsaved Data : Information shown here is parsed from resume.)

01/01/2014 - 12/16/2019
Clinical Team Lead/Registered Medical Assistant Littleton Regional Primary
OK to contact this employer? -

RESPONSIBILITIES

•check in patients daily, review medical history and medication, review of systems, administer immunizations, Rapid step tests, Urine screens
• triage calls, scheduled visits and special testing
•stock and clean patient rooms
•maintain patient records to ensure accurate and organized data.
•obtain prior authorizations for specialized testing and medications.
•complete various paperwork for patients: FMLA, Work notes, School notes, etc
•work closely with Practice manager and Medical director on day to day work flow, staffing needs, assist in training of new hires, ensure supplies and vaccines are stocked

01/01/2009 - 01/01/2014

Medical Assistant New England Orthopedic Specialists
OK to contact this employer? -

RESPONSIBILITIES

•check in 30 to 40 patients daily, review medical history and medication, set up for injections, remove casts and sutures
• triage calls, scheduled visits and special testing
•stock and clean patient rooms
•maintain patient records to ensure accurate and organized data.
•obtain prior authorizations for specialized testing and medications
•complete various paperwork for patients: FMLA, Work notes, School notes, etc

Clinical 01/01/2008 - 03/01/2009
Administrative Assistant Project CHILLD
OK to contact this employer? -

RESPONSIBILITIES

•Scheduled patients, checked in patients, collected co-payments
•performed various clerical duties such as filing, answering phones, copying, mail, etc. in order to ensure organization
•acted as Clinical assistant to Occupational Therapists to aid in their productivity.

North Shore Physician's Group 01/01/2007 - 01/01/2008
Medical Assistant
OK to contact this employer? -

RESPONSIBILITIES

•checked in 20 to 30 patients daily, checked vitals, reviewed medical history and medication, administered immunizations, checked A1c's, took EKG's to assist physician and establish a baseline
• Triaged calls, scheduled visits and special testing
•maintained patient records to ensure accurate and organized data.
•educated patients on use of several devices for diabetes management to assist physician

Joslin Diabetes Center 01/01/2006 - 01/01/2007
Clinical Research Assistant
OK to contact this employer? -

RESPONSIBILITIES

•recruited potential subjects, scheduled visits, kept contact with subjects to monitor status
•maintained participant files and entered into EMR system to ensure accurate information and ensure organization
•worked closely with study nurses and physicians to ensure all study requirements were met.
•educated participants on use of several devices used for the study.
•performed Phlebotomy and took vitals for 2 to 3 study participants, and processed bloods according to study guidelines.

General Catalyst, Cambridge 01/01/2005 - 01/01/2006
Executive Assistant
OK to contact this employer? -

RESPONSIBILITIES

• Scheduled and maintained Calendar events, various meetings, personal and business appointments.
• Managed all aspects of finances such as personal banking and capital investments.
• Filed all confidential documents to ensure organization.
• Maintained contact with all prospective investment companies via telephone and email.

SKILLS

No information available

LICENSES AND CERTIFICATIONS

(Unsaved Data : Information shown here is parsed from resume.)

CPR Certification

Expires On -

Team Lead/Registered Medical Assistant
Littleton Regional Primary care (2014-present

Expires On -

Registered Medical Assistant, American
Registry of Medical Assistants Reg

Expires On -

MEMBERSHIPS

No information available

RESUME

JAMIEMTORRES_RESUME (2) (2).DOC

POSTING QUESTIONS AND RESPONSES

QUESTION	KNOCKED OUT STATUS

Littleton Regional Healthcare

Key Personnel

June 1, 2020				
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jarrett Stern	Vice President	$225,000	33%	$75,000/Yr
Andrea Berry, DO	Medical Director - Contract	$100/hr	100%	$36,000/Yr
Andrea Berry, DO	MAT Provider	$100/hr	100%	$40,000/Yr
Dawn O'Keefe, NP	Psych Nurse Practitioner	$60/hr	100%	$48,000/Yr
Jaime Torres, RMA	Clinic Supervisor	$27/hr	100%	$56,160/Yr

26 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 5, 2019

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, to amend existing **sole source** agreements with the six (6) vendors listed in bold below, to implement and operationalize a statewide network of Doorways for substance use disorder treatment and recovery support services access, by increasing the total price limitation by $3,962,024 from $19,644,633 to $23,606,657, with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

These agreements were originally approved by the Governor and Executive Council on October 31, 2018 (Item #17A), Mary Hitchcock Memorial Hospital amended on November 14, 2018 (Item #11), Androscoggin Valley Hospital, Inc and Concord Hospital Inc. amended on August 28, 2019 (Item #10).

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	177220-B002	59 Page Hill Rd. Berlin, NH 03570	$1,670,051	$0	$1,670,051
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$2,272,793	$0	$2,272,793
Granite Pathways	**228900-B001**	**10 Ferry St, Ste. 308, Concord, NH, 03301**	**$5,008,703**	**$1,887,176**	**$6,895,879**
Littleton Regional Hospital	**177162-B011**	**600 St. Johnsbury Road, Littleton, NH 03561**	**$1,572,101**	**$141,704**	**$1,713,805**
LRGHealthcare	**177161-B006**	**80 Highland St. Laconia, NH 003246**	**$1,593,000**	**$394,673**	**$1,987,673**
Mary Hitchcock Memorial Hospital	**177160-B001**	**One Medical Center Drive Lebanon, NH 03756**	**$4,043,958**	**$305,356**	**$4,349,314**
The Cheshire Medical Center	**155405-B001**	**580 Court St. Keene, NH 03431**	**$1,593,611**	**$354,079**	**$1,947,690**

Wentworth-Douglass Hospital	177187-B001	789 Central Ave. Dover, NH 03820	$1,890,416	$879,036	$2,769,452
		Total	$19,644,633	$3,962,024	$23,606,657

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	$9,325,277	$0	$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	$9,987,356	$3,962,024	$14,880,912
2021	102-500731	Contracts for Prog Svc	92057040	$0	$0	$0
			Sub-Total	***$19,312,633***	***$3,962,024***	***$23,274,657***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	$332,000	$0	$332,000
2020	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
2021	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
			Sub-Total	***$332,000***	***$0***	***$332,000***
			Grand Total	**$19,644,633**	**$3,962,024**	**$23,606,657**

EXPLANATION

This request is **sole source** because upon the initial award of State Opioid Response (SOR) funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the Department restructured the State'sservice delivery system to provide individuals a more streamlined process to access substance use disorder (SUD) and Opioid Use Disorder (OUD) services. The vendors above were identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the restructured system.

The purpose of this request is to add funding for: Naloxone kits to distribute to individuals and community partners; additional flexible funds to address barriers to care such as transportation and childcare; and respite shelter vouchers to assist in accessing short-term, temporary housing. This action will align evidence-based methods to expand treatment, recovery, and prevention services to individuals

with OUD in NH. During the first six (6) months of implementation, the Department identified these factors as inhibitors to the long-term success of the program. The outcomes from this amendment align with the original contract to connect individuals with needed services to lower the deaths from OUD in NH and increase the use of Medication Assisted Treatment. .

Approximately 9,700 individuals are expected to be served from August 1, 2019 through June 30, 2020. During the first six (6) months of service, the vendors completed 1,571 clinical evaluations, conducted 2,219 treatment referrals, and served 3,239 individuals.

This request represents six (6) of the eight (8) amendments being brought forward for Governor and Executive Council approval. The Governor and Executive Council approved two (2) of the amendments on August 28, 2019 (Item #10).

These contracts will allow the Doorways to continue to ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for SUD, in order to ensure no one in NH has to travel more than sixty (60) minutes to access services. The Doorways increase and standardize services for individuals with OUD; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in NH; and promote engagement in the recovery process. Because no one will be turned away from the Doorway, individuals outside of OUD are also being seen and referred to the appropriate services.

The Department will monitor the effectiveness and the delivery of services required under this agreement using the following performance measures:

- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

Respectfully submitted,

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					
Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00		$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 848,918.00	$ -	$ 848,918.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,654,051.00**	**$ -**	**$ 1,654,051.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00		$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 1,325,131.00	$ -	$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 2,272,793.00**	**$ -**	**$ 2,272,793.00**
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00		$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00	$ 1,887,176.00	$ 4,215,435.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,708,703.00**	**$ 1,887,176.00**	**$ 6,595,879.00**
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00		$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00	$ 141,704.00	$ 882,805.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,556,101.00**	**$ 141,704.00**	**$ 1,697,805.00**
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00		$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00	$ 394,673.00	$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,000.00**	**$ 394,673.00**	**$ 1,987,673.00**

Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 1,774,205.00	$ -	$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	$ 2,269,753.00	$ 305,356.00	$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,043,958.00**	**$ 305,356.00**	**$ 4,349,314.00**
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00		$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00	$ 354,079.00	$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,611.00**	**$ 354,079.00**	**$ 1,947,690.00**
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00		$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00	$ 879,036.00	$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,890,416.00**	**$ 879,036.00**	**$ 2,769,452.00**

SUB TOTAL		-	**$ 19,312,633.00**	**$ 3,962,024.00**	**$ 23,274,657.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

100% Federal Funds

Activity Code: 92052561

Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 16,000.00**	**$ -**	**$ 16,000.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**

Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00		$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 300,000.00	$ -	$ 300,000.00
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 16,000.00	$ -	$ 16,000.00
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
SUB TOTAL			$ 332,000.00	$ -	$ 332,000.00

TOTAL	$ 19,644,633.00	$ 3,962,024.00	$ 23,606,657.00

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Littleton Hospital Association d/b/a Littleton Regional Healthcare (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 600 St Johnsbury Road, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,713,805

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/14/19
Date

Name: Katja S. Fox
Title: Director

Littleton Hospital Association d/b/a
Littleton Regional Healthcare

August 13, 2019
Date

Name: Robert F. Nutter
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on August 13, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Dawn McPhee
Name and Title of Notary or Justice of the Peace

My Commission Expires: March 23, 2021

DAWN McPHEE NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES MARCH 23, 2021 COMMISSIONER OF DEEDS

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/21/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Littleton Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.8.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

3.1.8.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.8.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed..

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.7. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

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.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

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

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Littleton Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.
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.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $78,897 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $186,366 for State Fiscal Year 2020.
   5.3. Housing Voucher funds in the amount of $72,242 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments 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 budget line item.
   9.2. 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.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. 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.

9.5. 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.

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov.

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

10. 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 approval of the Governor and Executive Council.

11. 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.

Exhibit B-2 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor: Littleton Regional Healthcare

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

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	$ 322,000.00	$ -	$ 322,000.00		$ -	$ -	$ 322,000.00	$ -	$ 322,000.00
2. Employee Benefits	$ 112,500.00	$ -	$ 112,500.00		$ -	$ -	$ 112,500.00	$ -	$ 112,500.00
3. Consultants	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Lab	$ 10,000.00	$ -	$ 10,000.00		$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
Pharmacy	$ 145,801.00	$ -	$ 145,801.00		$ -	$ -	$ 186,366.00	$ -	$ 186,366.00
Medical	$ 3,800.00	$ -	$ 3,800.00		$ -	$ -	$ 3,800.00	$ -	$ 3,800.00
Office	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
6. Travel	$ 2,000.00	$ -	$ 2,000.00		$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
7. Occupancy	$ 14,500.00	$ -	$ 14,500.00		$ -	$ -	$ 14,500.00	$ -	$ 14,500.00
8. Current Expenses	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 5,000.00	$ -	$ 5,000.00		$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Insurance	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
9. Software	$ 500.00	$ -	$ 500.00		$ -	$ -	$ 500.00	$ -	$ 500.00
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00		$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
11. Staff Education and Training	$ 3,000.00	$ -	$ 3,000.00		$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ 70,000.00	$ -	$ 70,000.00		$ -	$ -	$ 70,000.00	$ -	$ 70,000.00
Flex	$ 78,897.00	$ -	$ 78,897.00		$ -	$ -	$ 78,897.00	$ -	$ 78,897.00
Shelter Respite Vouchers	$ 72,242.00		$ 72,242.00		$ -	$ -	$ 72,242.00	$ -	$ 72,242.00
	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
TOTAL	$ 842,240.00	$ -	$ 842,240.00		$ -	$ -	$ 882,805.00	$ -	$ 882,805.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials

Date 06/13/2019

OCT23'18 11.10 DAS

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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
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 17, 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 **sole source** agreements with the eight (8) vendors listed below, in an amount not to exceed $16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton. NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

Funds are available in the following account(s) 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 the 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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704
SFY 2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783
SFY 2021	102-500731	Contracts for Prog Svc	92057040	$0
			Sub-Total	***$16,274,487***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92052561	$332,000
SFY 2020	102-500731	Contracts for Prog Svc	92052561	$0
SFY 2021	102-500731	Contracts for Prog Svc	92052561	$0
			Sub-Total	***$332,000***
			Grand Total	**$16,606,487**

EXPLANATION

This request is **sole source** because the Department is seeking to restructure its service delivery system in order for individuals to have more rapid access to opioid use disorder (OUD) services. The vendors above have been identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the service restructure.. Presently, the Department funds a separate contract with Granite Pathways through December 31, 2018 for Regional Access Points, which provide screening and referral services to individuals seeking help with substance use disorders. The Department is seeking to re-align this service into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. The establishment of nine (9) Regional Hubs (hereafter referred to as Hubs) is critical to the Department's plan.

The Hubs will ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders. The statewide telephone coverage will be accomplished

evaluations for substance use disorders. The statewide telephone coverage will be accomplished through a collaborative effort among all of the Hubs for overnight and weekend access to a clinician, which will be presented to the Governor and Executive Council at the November meeting. The Hubs will be situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors will be responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

In the cities of Manchester and Nashua, given the maturity of the Safe Stations programs as access points in those regions, Granite Pathways, the existing Regional Access Point contractor, was selected to operate the Hubs in those areas to ensure alignment with models consistent with ongoing Safe Station's operations. To maintain fidelity to existing Safe Stations operations, Granite Pathways will have extended hours of on-site coverage from 8am-11pm on weekdays and 11am-11pm on weekends.

The Hubs will receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers will also be able to directly contact their local Hub for services. The Hubs will refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

Funds for each Hub were determined based on a variety of factors, including historical client data from Medicaid claims and State-funded treatment services based on client address, naloxone administration and distribution data, and hospital admissions for overdose events. Funds in these agreements will be used to establish the necessary infrastructure for Statewide Hub access and to pay for naloxone purchase and distribution. The vendors will also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items 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.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services 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 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 Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788; FAIN #H79TI081685 and FAIN #TI080246.

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			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 730,632.00
2020	Contracts for Prog Svs	102-500731	$ 813,156.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,788.00**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,611.00**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,890,416.00**

SUB TOTAL			**$ 16,274,487.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

100% Federal Funds

Activity Code: 92052561

Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**

Financial Detail

Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 300,000.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
SUB TOTAL			**$ 332,000.00**

TOTAL	**$ 16,606,487.00**

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-07)

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 Littleton Hospital Association d.b.a Littleton Regional Healthcare		1.4 Contractor Address 600 ST JOHNSBURY RD, LITTLETON, NH, 03561	
1.5 Contractor Phone Number (603) 444-9000	1.6 Account Number 05-95-92-7040-500731 05-95-92-2559-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,572,101
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Robert F. Nutter President	

1.13 Acknowledgement: State of NH, County of GRAFTON

On October 15, 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]

DAWN MCPHEE · NOTARY PUBLIC · STATE OF NEW HAMPSHIRE · MY COMMISSION EXPIRES MARCH 23, 2021 · COMMISSIONER OF DEEDS

1.13.2 Name and Title of Notary or Justice of the Peace

Dawn McPhee, Commissioner of Deeds

1.14 State Agency Signature Date: 10/19/18	1.15 Name and Title of State Agency Signatory Katja 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: On: Megan A. Yale-Attorney 10/19/18

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 10/15/2018

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.

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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 

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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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, 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.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Littleton Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff, unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.5.1. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Littleton Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets.

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.

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.

3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.

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

5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.

6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.

7. The Contractor shall not use funds to pay for bricks and mortar expenses.

8. The Contractor shall include in their budget, at their discretion the following:

   8.1. Funds to meet staffing requirements of the contract

   8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts

   8.3. Funds to meet the GPRA and reporting requirements of the contract

   8.4. Funds to meet staff training requirements of the contract

9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.

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

    10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.

    10.2. Payment beyond start-up costs 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.

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

10.4. 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.

10.5. 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.

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

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

10.8. 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 approval of the Governor and Executive Council.

11. 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.

New Hampshire Department of Health and Human Services

Contractor: Littleton Regional Healthcare

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (G&C Approval - 6/30/2019)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funds: Direct
1. Total Salary/Wages	$ 322,000.00	$ -	$ 322,000.00		$ -		$ 322,000.00
2. Employee Benefits	$ 112,500.00	$ -	$ 112,500.00		$ -		$ 112,500.00
3. Consultants	$ -	$ -	$ -		$ -		$ -
4. Equipment:	$ -	$ -	$ -		$ -		$ -
Rental	$ -	$ -	$ -		$ -		$ -
Repair and Maintenance	$ -	$ -	$ -		$ -		$ -
Purchase/Depreciation	$ -	$ -	$ -		$ -		$ -
5. Supplies:	$ -	$ -	$ -		$ -		$ -
Educational	$ -	$ -	$ -		$ -		$ -
Lab	$ 10,000.00	$ -	$ 10,000.00		$ -		$ 10,000.00
Pharmacy	$ 246,000.00	$ -	$ 246,000.00		$ -		$ 246,000.00
Medical	$ 5,000.00	$ -	$ 5,000.00		$ -		$ 5,000.00
Office	$ -	$ -	$ -		$ -		$ -
6. Travel	$ 2,000.00	$ -	$ 2,000.00		$ -		$ 2,000.00
7. Occupancy	$ 14,500.00	$ -	$ 14,500.00		$ -		$ 14,500.00
8. Current Expenses	$ -	$ -	$ -		$ -		$ -
Telephone	$ -	$ -	$ -		$ -		$ -
Postage	$ -	$ -	$ -		$ -		$ -
Subscriptions	$ -	$ -	$ -		$ -		$ -
Audit and Legal	$ 5,000.00	$ -	$ 5,000.00		$ -		$ 5,000.00
Insurance	$ -	$ -	$ -		$ -		$ -
Board Expenses	$ -	$ -	$ -		$ -		$ -
9. Software	$ 4,000.00	$ -	$ 4,000.00		$ -		$ 4,000.00
10. Marketing/Communications	$ 10,000.00	$ -	$ 10,000.00		$ -		$ 10,000.00
11. Staff Education and Training	$ 15,000.00	$ -	$ 15,000.00		$ -		$ 15,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -		$ -		$ -
13. Other (specific details mandatory):	$ 35,000.00	$ -	$ 35,000.00		$ -		$ 35,000.00
Fees	$ 50,000.00	$ -	$ 50,000.00		$ -		$ 50,000.00
	$ -	$ -	$ -		$ -	$ -	$ -
TOTAL	$ 831,000.00	$ -	$ 831,000.00		$ -		$ 831,000.00

Indirect As A Percent of Direct: 0.0%

New Hampshire Department of Health and Human Services

Contractor: Littleton Regional Healthcare

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funde
	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 322,000.00	$ -	$ 322,000.00		$ -	$ -	$ 322,000.00
2. Employee Benefits	$ 112,500.00	$ -	$ 112,500.00		$ -	$ -	$ 112,500.00
3. Consultants	$ -	$ -	$ -		$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -	$ -
Rental	$ -	$ -	$ -		$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -		$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -		$ -	$ -	$ -
Educational	$ -	$ -	$ -		$ -	$ -	$ -
Lab	$ 10,000.00	$ -	$ 10,000.00		$ -	$ -	$ 10,000.00
Pharmacy	$ 145,801.00	$ -	$ 145,801.00		$ -	$ -	$ 145,801.00
Medical	$ 3,800.00	$ -	$ 3,800.00		$ -	$ -	$ 3,800.00
Office	$ -	$ -	$ -		$ -	$ -	$ -
6. Travel	$ 2,000.00	$ -	$ 2,000.00		$ -	$ -	$ 2,000.00
7. Occupancy	$ 14,500.00	$ -	$ 14,500.00		$ -	$ -	$ 14,500.00
8. Current Expenses	$ -	$ -	$ -		$ -	$ -	$ -
Telephone	$ -	$ -	$ -		$ -	$ -	$ -
Postage	$ -	$ -	$ -		$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -	$ -
Audit and Legal	$ 5,000.00	$ -	$ 5,000.00		$ -	$ -	$ 5,000.00
Insurance	$ -	$ -	$ -		$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -		$ -	$ -	$ -
9. Software	$ 500.00	$ -	$ 500.00		$ -	$ -	$ 500.00
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00		$ -	$ -	$ 2,000.00
11. Staff Education and Training	$ 3,000.00	$ -	$ 3,000.00		$ -	$ -	$ 3,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -		$ -	$ -	$ -
13. Other (specific details mandatory):	$ 70,000.00	$ -	$ 70,000.00		$ -	$ -	$ 70,000.00
Fees	$ 50,000.00	$ -	$ 50,000.00		$ -	$ -	$ 50,000.00
					$ -	$ -	
	$ -	$ -	$ -		$ -	$ -	$ -
TOTAL	$ 741,101.00	$ -	$ 741,101.00		$ -	$ -	$ 741,101.00
Indirect As A Percent of Direct		0.0%					

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. Conditional Nature of Agreement.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

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 disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, 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, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right 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:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

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:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

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 (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (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:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

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:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

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:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

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.

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:

10/15/2018
Date

Name: Robert F. Nutter
Title: President

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: 069905735

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

   X NO _____ YES

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

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

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

   _____ NO X 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: _____

A. Definitions

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

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

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

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

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

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

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

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

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

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

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

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Access and Delivery Hub for Opioid Use Disorder Services

This 2nd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and LRGHealthcare, (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 80 Highland Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 20, 2018 (Item #17A), as amended on September 18, 2019 (Item #20), (the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by $204,999, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-3 Amendment #2 Budget, with no change to the contract price limitation.

2. Add Exhibit B-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6-10-2020
Date

Name: Christine Tappan
Title: Associate Commissioner

LRGHealthcare

5/28/2020
Date

Name: Kevin W. Dowd
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/10/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name LRGHealthcare

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: July 1, 2020 through September 29, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 53,373.00	$ 6,220.00	$ 59,593.00	$ -	$ -	$ -	$ 53,373.00	$ 6,220.00	$ 59,593.00
2. Employee Benefits	$ 11,313.00	$ 1,839.00	$ 13,152.00	$ -	$ -	$ -	$ 11,313.00	$ 1,839.00	$ 13,152.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
6. Travel	$ 700.00	$ -	$ 700.00	$ -	$ -	$ -	$ 700.00	$ -	$ 700.00
7. Occupancy	$ 40,854.00	$ -	$ 40,854.00	$ -	$ -	$ -	$ 40,854.00	$ -	$ 40,854.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 3,250.00	$ -	$ 3,250.00	$ -	$ -	$ -	$ 3,250.00	$ -	$ 3,250.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
12. Subcontracts/Agreements	$ 40,950.00	$ -	$ 40,950.00	$ -	$ -	$ -	$ 40,950.00	$ -	$ 40,950.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Flex Funds	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Respite Beds	$ 40,000.00	$ -	$ 40,000.00	$ -	$ -	$ -	$ 40,000.00	$ -	$ 40,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 196,940.00	$ 8,059.00	$ 204,999.00	$ -	$ -	$ -	$ 196,940.00	$ 8,059.00	$ 204,999.00

Indirect As A Percent of Direct 4.1%

Contractor Initials KWD

Date 5/28/2020

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 LRGHEALTHCARE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 15, 1893. 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: 64122
Certificate Number: 0004562189

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of August A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Golda L. Schohan, do hereby certify that:

1. I am the duly elected Secretary of the Board of Trustees of LRGHealthcare.

2. Kevin W. Donovan is the duly elected President and CEO of LRGHealthcare.

3. The following is a true copy of the resolution duly adopted at a meeting of the Board of Trustees of LRGHealthcare duly held on the 28th day of May, 2020:

   RESOLVED: That Kevin W. Donovan, President and CEO of LRGHealthcare is hereby authorized on behalf of LRGHealthcare to enter into Amendment #2 to the Access and Delivery Hub for Opioid Use Disorder Services Agreement between the State of New Hampshire and LRGHealthcare and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

4. The forgoing resolution has not been amended or revoked, and remains in full force and effect as of the 28th day of May, 2020.

Golda L. Schohan, Secretary

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 28th day of May, 2020, by Golda L. Schohan.

Lea A. Miner, Notary Public
State of New Hampshire

(NOTARY SEAL)

Commission Expires: May 17, 2022

LEA A. MINER, Notary Public
My Commission Expires May 17, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2019

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN107277064-LRG-gener-20-21	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED LRGHealthcare 80 Highland Street Laconia, NH 03246	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Granite Shield Insurance Exchange INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-009381947-27 **REVISION NUMBER:** 4

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			GSIE-PRIM-2020-103	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			GSIE-PRIM-2020-103	01/01/2020	01/01/2021		SEE ABOVE

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

CERTIFICATE HOLDER

NH BUREAU OF DRUG AND ALCOHOL SERVICES
ACCESS TO RECOVERY
105 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 of Marsh USA Inc.

Elizabeth Stapleton

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/2020

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 CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246	CONTACT NAME: Tracy Andriski, CISR PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: tandriski@crossagency.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MEMIC Indemnity Company	11030
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	
INSURED LRGHealthcare 80 Highland Street Laconia NH 03246	

COVERAGES CERTIFICATE NUMBER: CL1912307773 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	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	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102806692	10/01/2019	10/01/2020	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							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)

CERTIFICATE HOLDER

NH Bureau of Drug and Alcohol Services
Access to Recovery
105 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

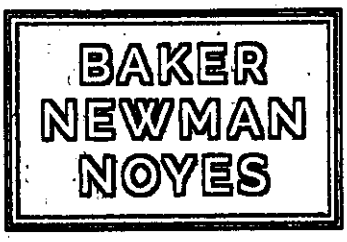
Tracy Andriski

MISSION –

LRGHealthcare's mission is to provide quality, compassionate care and to strengthen the well-being of our community.

VISION-

The LRGHealthcare organization shall be the preeminent provider of high levels of quality health care, patient safety, and overall community satisfaction throughout the Lakes Region of New Hampshire.



LRGHealthcare and Subsidiary

Audited Consolidated Financial Statements

Years Ended September 30, 2019 and 2018
With Independent Auditors' Report

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

LRGHEALTHCARE AND SUBSIDIARY

AUDITED CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2019 and 2018

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BAKER NEWMAN NOYES

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

INDEPENDENT AUDITORS' REPORT

To the Trustees
LRGHealthcare and Subsidiary

We have audited the accompanying consolidated financial statements of LRGHealthcare and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2019 and 2018, and the related consolidated statements of operations, changes in net (deficit) assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

To the Trustees
LRGHealthcare and Subsidiary

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of LRGHealthcare and Subsidiary as of September 30, 2019 and 2018, and the results of their operations, changes in their net (deficit) assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter Regarding Going Concern

The accompanying consolidated financial statements have been prepared assuming that LRGHealthcare and Subsidiary will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, LRGHealthcare has incurred significant net operating losses, has negative working capital, and has a net asset deficit, which raise substantial doubt about its ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 1. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Other Emphasis of Matter

As discussed in Note 1 to the financial statements, in 2019, LRGHealthcare and Subsidiary adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2016-14, *Not-for-Profit Entities (Topic 958) - Presentation of Financial Statements of Not-for-Profit Entities*, and applied the guidance retrospectively to all periods presented. Our opinion is not modified with respect to this matter.

Baker Newman & Noyes LLC

Manchester, New Hampshire
February 5, 2020

LRGHEALTHCARE AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

September 30, 2019 and 2018

ASSETS

	2019	2018
Current assets:		
Cash and cash equivalents	$ 4,061,560	$ 6,987,814
Accounts receivable, net of allowance for doubtful accounts of $9.7 million in 2019 and $8.1 million in 2018	19,387,150	21,442,686
Other receivables	3,345,926	7,706,852
Inventories	4,454,276	5,015,712
Current portion of deferred system development costs	4,999,717	4,999,717
Other prepaid expenses	2,767,736	3,081,592
Total current assets	39,016,365	49,234,373
Assets whose use is limited:		
Under mortgage indenture	12,151,588	12,098,511
Under workers' compensation trust agreement	1,106,094	1,115,128
Under deferred compensation plan	213,866	1,054,999
By donors or grantors for specific purposes	231,115	328,142
By donors for capital improvements	2,070,130	5,104,158
By donors for permanent endowment funds	2,199,737	2,199,737
Total assets whose use is limited	17,972,530	21,900,675
Long-term investments	203,089	256,505
Property, plant and equipment, net	94,082,178	95,452,710
Other assets	6,759,645	4,385,401
Deferred system development costs, less current portion	8,365,360	13,365,077
Prepaid pension\retirement cost	–	1,661,869
Total assets	$166,399,167	$186,256,610

LIABILITIES AND NET (DEFICIT) ASSETS

	2019	2018
Current liabilities:		
Accounts payable and other accrued expenses	$ 21,832,653	$ 24,737,843
Estimated third-party payor settlements payable	12,815,598	12,383,798
Accrued employee compensation:		
Payroll	4,352,971	4,104,145
Compensated absences	3,649,382	4,068,753
Healthcare and other accrued benefits	1,456,466	969,891
Current portion of long-term debt	174,705	4,543,906
Total current liabilities	44,281,775	50,808,336
Long-term debt:		
Notes payable	668,333	552,758
Mortgage payable	110,761,260	113,726,076
Less current installments	(174,705)	(4,543,906)
Long-term debt, net of current portion	111,254,888	109,734,928
Other long-term liabilities:		
Workers' compensation and other liabilities	8,270,866	5,950,999
Accrued pension/retirement costs	11,816,508	–
Total long-term liabilities	131,342,262	115,685,927
Total liabilities	175,624,037	166,494,263
LRGHealthcare net (deficit) assets:		
Without donor restrictions	(18,339,579)	11,703,364
With donor restrictions	9,024,656	7,632,037
Total LRGHealthcare net (deficit) assets	(9,314,923)	19,335,401
Noncontrolling interest in consolidated subsidiary	90,053	426,946
Total net (deficit) assets	(9,224,870)	19,762,347
Total liabilities and net (deficit) assets	$166,399,167	$186,256,610

See accompanying notes.

LRGHEALTHCARE AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2019 and 2018

	2019	2018
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	$202,014,030	$209,293,926
Less provision for doubtful accounts	(13,891,630)	(13,775,232)
Total net patient service revenue less provision for doubtful accounts	188,122,400	195,518,694
Disproportionate share funding	10,771,930	13,440,797
Net assets released from restrictions for operations	493,510	881,760
Other revenue	6,607,927	6,512,135
Total revenue	205,995,767	216,353,386
Expenses:		
Salaries	102,455,377	105,187,559
Payroll taxes	5,581,321	5,486,360
Employee benefits	15,178,327	13,421,864
Purchased services and contracted physicians	31,947,960	29,221,274
Pharmacy supplies	14,862,620	14,936,304
Chargeable supplies	9,919,127	10,764,081
Nonchargeable supplies	6,324,848	7,297,637
Depreciation and amortization	7,161,840	7,574,797
Amortization of deferred system development costs	4,999,717	6,206,105
Rent and occupancy expenses	5,781,893	6,464,655
Professional services	1,837,806	1,201,261
Interest expense	4,984,184	5,216,580
Insurance	3,107,899	2,781,432
Repairs	1,411,322	1,583,598
Tuition, advertising and other	1,857,672	2,036,664
Dues, travel and education	966,072	1,241,530
New Hampshire Medicaid Enhancement Tax	7,836,489	9,058,586
Total expenses	226,214,474	229,680,287
Loss from operations	(20,218,707)	(13,326,901)
Nonoperating gains (losses):		
Gifts, bequests and contributions	–	33,425
Interest and dividend income	198,889	98,686
Gain (loss) on disposal of property, plant and equipment	302,403	(16,607)
Other nonoperating loss	(416,241)	(226,998)
Nonoperating gains (losses), net	85,051	(111,494)
Consolidated deficiency of revenue and nonoperating gains (losses) over expenses	(20,133,656)	(13,438,395)
Excess of revenue and nonoperating (gains) losses over expenses attributable to noncontrolling interest in consolidated subsidiary	(146,677)	(770,938)
Deficiency of revenue and nonoperating gains (losses) over expenses attributable to LRGHealthcare	$(20,280,333)	$(14,209,333)

See accompanying notes.

LRGHEALTHCARE AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CHANGES IN NET (DEFICIT) ASSETS

Years Ended September 30, 2019 and 2018

	2019	2018
LRGHealthcare net (deficit) assets without donor restrictions:		
Deficiency of revenue and nonoperating gains (losses) over expenses attributable to LRGHealthcare	$(20,280,333)	$(14,209,333)
Adjustment to pension liability	(9,828,737)	3,599,932
Net assets released from restrictions for equipment purchases and property improvements	48,227	359,960
Unrealized gains on investments, net	17,900	41,750
Decrease in LRGHealthcare net (deficit) assets without donor restrictions	(30,042,943)	(10,207,691)
LRGHealthcare net assets with donor restrictions:		
Restricted contributions and pledges	1,934,356	3,012,987
Net assets released from restrictions for:		
Equipment purchases and property improvements	(48,227)	(359,960)
Operating purposes	(493,510)	(881,760)
Increase in LRGHealthcare net assets with donor restrictions	1,392,619	1,771,267
Decrease in LRGHealthcare net (deficit) assets	(28,650,324)	(8,436,424)
Noncontrolling interest in consolidated subsidiary:		
Excess of revenue and nonoperating gains over expenses attributable to noncontrolling interest in consolidated subsidiary	146,677	770,938
Contributions, distributions and other changes in noncontrolling interest	(483,570)	(509,568)
(Decrease) increase in noncontrolling interest in consolidated subsidiary	(336,893)	261,370
Decrease in total net (deficit) assets	(28,987,217)	(8,175,054)
Net assets, beginning of year	19,762,347	27,937,401
Net (deficit) assets, end of year	$ (9,224,870)	$ 19,762,347

See accompanying notes.

LRGHEALTHCARE AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Decrease in total net (deficit) assets	$(28,987,217)	$ (8,175,054)
Adjustments to reconcile decrease in total net (deficit) assets to net cash provided by operating activities:		
Depreciation and amortization	7,161,840	7,574,797
(Gain) loss on disposal of property, plant and equipment	(302,403)	16,607
Provision for doubtful accounts	13,891,630	13,775,232
Adjustment to pension liability	9,828,737	(3,599,932)
Contributions, distributions and other changes in noncontrolling interest in consolidated subsidiary	483,570	509,568
Restricted contributions, pledges and grants	(1,934,356)	(3,012,987)
Amortization of deferred system development costs	4,999,717	6,206,105
Unrealized gains on investments, net	(17,900)	(41,750)
Changes in operating assets and liabilities:		
Accounts receivable	(11,836,094)	(9,866,183)
Estimated third-party settlements payable	431,800	(2,185,606)
Other receivables	4,360,926	(830,402)
Inventories	561,436	599,573
Deferred system development costs	–	(5,626,130)
Other prepaid expenses	313,856	11,642
Other assets	(2,154,000)	409,000
Accounts payable and other accrued expenses	(2,905,190)	10,161,325
Accrued employee compensation	316,030	82,656
Workers' compensation and other liabilities	2,319,867	181,639
Accrued pension/retirement costs	3,649,640	1,897,477
Net cash provided by operating activities	181,889	8,087,577
Cash flows from investing activities:		
Acquisition of property, plant and equipment	(5,848,528)	(1,270,023)
Proceeds from sale of property, plant and equipment	359,623	–
Net (increase) decrease in other noncurrent assets	(220,244)	718,639
Decrease (increase) in assets whose use is limited and long-term investments, net	3,999,461	(3,053,726)
Net cash used by investing activities	(1,709,688)	(3,605,110)
Cash flows from financing activities:		
Proceeds from issuance of note payable	238,000	–
Repayment of long-term debt	(3,087,241)	(4,014,487)
Restricted contributions, pledges and grants	1,934,356	3,040,685
Noncontrolling interest in consolidated subsidiary	(483,570)	(509,568)
Net cash used by financing activities	(1,398,455)	(1,483,370)
Net (decrease) increase in cash and cash equivalents	(2,926,254)	2,999,097
Cash and cash equivalents, beginning of year	6,987,814	3,988,717
Cash and cash equivalents, end of year	$ 4,061,560	$ 6,987,814
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	$ 4,918,057	$ 4,636,363

See accompanying notes.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

LRGHealthcare's mission is to provide accessible, quality, compassionate care and to strengthen the well being of its communities. LRGHealthcare operates two acute care hospitals located in Franklin and Laconia, New Hampshire. The Franklin facility was designated a Critical Access Hospital effective July 1, 2004 and includes 25 acute care beds. Also, on October 1, 2013, the Franklin facility opened a 10 bed designated psychiatric receiving facility. The Laconia facility includes 137 acute care beds and was designated a Rural Referral Center in 1986 and a Sole Community Hospital in 2009. The facilities provide emergency care, ambulatory surgical units and medical practices.

LRGHealthcare is a New Hampshire nonprofit corporation formed in November 1893 and is classified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

The accompanying consolidated financial statements include the accounts of LRGHealthcare's wholly-owned workers' compensation trust (see note 11). The accompanying consolidated financial statements also include the accounts of Hillside ASC, LLC (Hillside). LRGHealthcare owns a 65.3% interest in Hillside at September 30, 2019 and 2018. Hillside is an ambulatory surgical center located in Gilford, New Hampshire. The consolidated group is collectively referred to herein as "the Hospitals."

Effective June 25, 2015, the Hospitals and Speare Memorial Hospital formed Asquam Community Health Collaborative, LLC (ACHC). ACHC was initially capitalized by contributions of $5,000 made by each member. ACHC has two equal members and may admit additional members in the future with the consent of the original members. ACHC's purpose is to conduct (1) joint purchasing, management and use arrangements involving information technology and other major equipment; (2) shared administrative and other supportive services; (3) the exchange of wage, price, cost and/or clinical outcomes (i.e., quality data) as permitted by law; (4) development and/or participation in innovative healthcare delivery platforms; and (5) other activities as determined by consent of the members. ACHC's initial activity is to jointly purchase an Electronic Healthcare Record (EHR) system. The Hospitals are accounting for ACHC under the equity method and have recorded their share of the ownership interest in ACHC of $48,293 and $4,110 at September 30, 2019 and 2018, respectively, in other assets in the accompanying consolidated statements of financial position. ACHC entered into a noninterest bearing note payable in 2017 with an unrelated party. The members are a guarantor of the note payable. The note payable was paid off and had no outstanding liability balance at September 30, 2019 and was approximately $1,270,000 at September 30, 2018.

LRGHealthcare has recently incurred significant net operating losses, which have continued into 2020 through the date of these consolidated financial statements. Additionally, LRGHealthcare had a net deficit in net assets without donor restrictions and negative working capital at September 30, 2019. Management believes that cost cutting measures have continued to be implemented which have resulted in some stability of cash on hand at the date of these consolidated financial statements. However, there continues to be uncertainty of availability of future cash to meet operating needs.

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

Management completed its assessment whether substantial doubt exists regarding LRGHealthcare's ability to continue as a going concern for the twelve months after the date of issuance of these consolidated financial statements. LRGHealthcare has incurred losses in 2019 of approximately $20.2 million. Losses have continued since September 30, 2019 through the date of these consolidated financial statements and LRGHealthcare expects that they will continue for the foreseeable future. LRGHealthcare continues to explore cost cutting measures and strategic affiliations for LRGHealthcare's future, however, these items are not guaranteed. Management concluded that these events or conditions, considered in the aggregate, raise substantial doubt about LRGHealthcare's ability to continue as a going concern for the twelve months after the date of issuance of these consolidated financial statements. No amounts have been recorded in these consolidated financial statements related to this uncertainty.

Principles of Consolidation

All significant intercompany balances and transactions have been eliminated in the consolidation. Noncontrolling interests in the less-than-wholly-owned consolidated subsidiary of LRGHealthcare are presented as a component of total equity to distinguish between the interests of LRGHealthcare and the interests of the noncontrolling owners. Revenues, expenses and nonoperating gains from this subsidiary are included in the consolidated amounts presented on the consolidated statements of operations. Deficiency of revenue and nonoperating gains (losses) over expenses attributable to LRGHealthcare 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. LRGHealthcare's accompanying consolidated financial statements include all assets, liabilities, revenues and expenses at their consolidated amounts, which include the amounts attributable to LRGHealthcare and the noncontrolling interest. LRGHealthcare recognizes as a separate component of equity (net assets) and earnings (deficiency of revenue and nonoperating gains/losses over expenses) the portion of income or loss attributable to noncontrolling interests based on the portion of the entity not owned by LRGHealthcare.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds and short-term investments with original maturities of three months or less, excluding assets whose use is limited and long-term investments.

The Hospitals maintain their cash in bank deposit accounts, which at times may exceed federally insured limits. The Hospitals have not experienced any losses on such accounts.

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

Accounts Receivable and the Allowance for Doubtful Accounts

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

The Hospitals' allowance for doubtful accounts for self-pay patients increased from 93% of self-pay accounts receivable at September 30, 2018 to 96% of self-pay accounts receivable at September 30, 2019. The Hospitals' net self-pay bad debt writeoffs decreased $1,095,828 from $13,431,829 in 2018 to $12,336,001 in 2019. The change in the allowance as a percentage of self-pay accounts receivable and bad debt writeoffs was a result of collection trends, payor mix and the overall balance in self-pay accounts receivable.

Investments and Investment Income

Investments, including funds under mortgage indenture, are carried at fair value in the accompanying consolidated statements of financial position. Realized gains or losses on the sale of investment securities are determined by the specific identification method. Except as described in the following paragraph, investment interest and dividends on unrestricted funds are treated as nonoperating gains and losses. Unrealized gains and losses on investments are excluded from the deficiency of revenue and nonoperating gains (losses) over expenses unless the losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe these declines are other-than-temporary.

The investments in joint ventures are reported on the equity method of accounting and are recorded at amounts that approximate the Hospitals' equity in the underlying net assets of the entities.

Interest income attributable to operating funds are reported within other revenue in the accompanying consolidated statements of operations. Operating funds are determined by the Hospitals as being 20 days or less of working capital requirements.

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

Investment Policies

The Hospitals' 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 (without donor restrictions) 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.

Specific purpose 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.

The goal with respect to the management of endowment funds is to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The Hospitals target a diversified asset allocation that places emphasis on achieving their long-term return objectives within prudent risk constraints.

Assets Whose Use is Limited

Assets whose use is limited include assets held under mortgage indenture, workers' compensation reserves, employee deferred compensation plan and donor-restricted investments.

Inventories

Inventories of supplies and pharmaceuticals are carried at the lower of cost, determined using the "first-in, first-out" (FIFO) method, or net realizable value.

Property, Plant and Equipment

Property, plant and equipment is stated at cost at time of purchase, or fair value at time of donation, less reductions in carrying value based upon impairment and less accumulated depreciation. The Hospitals' 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. See also note 6. Assets which have been purchased but not yet placed in service are included in construction in progress and no depreciation expense is recorded.

Donations of fixed assets, or funds received to acquire property and equipment, are reported at fair value when received in net assets with donor restrictions and transferred to net assets without donor restrictions when the asset is placed in service.

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

Net Patient Service Revenue

The Hospitals have agreements with third-party payors that provide for payments to the Hospitals at amounts different from their established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges and per diem payments. 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 consolidated financial statements in the year in which they occur.

The Hospitals recognize 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 Hospitals provide a discount approximately equal to that of their largest private insurance payors. On the basis of historical experience, a significant portion of the Hospitals' uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospitals record a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Hospitals believe that they are in compliance with all applicable laws and regulations and are not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, 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. See also note 4.

Deficiency of Revenue and Nonoperating Gains (Losses) Over Expenses

The Hospitals have deemed all activities as ongoing, major or central to the provision of healthcare services and, accordingly, they are reported as operating revenue and expenses. Peripheral transactions are reported as nonoperating gains or losses.

The consolidated statements of operations include deficiency of revenue and nonoperating gains (losses) over expenses. Changes in net assets without donor restrictions which are excluded from deficiency of revenue and nonoperating gains (losses) over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments, other than losses considered other-than-temporary, the pension liability adjustments and contributions of long-lived assets, including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets.

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

Charity Care

The Hospitals provide care to patients who meet certain criteria under their charity care policies without charge or at amounts less than their established rates (see note 2). Because the Hospitals do not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The estimated costs of providing charity services are based on a calculation which applies a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of cost to charges is calculated based on the Hospitals' total expenses divided by gross patient service revenue.

Classification of Net Assets

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restriction and reported in the statement 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). Some restricted net assets have been restricted by donors to be maintained by the Hospitals in perpetuity.

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying consolidated financial statements.

In accordance with the *Uniform Prudent Management Institutional Funds Act* (UPMIFA), the Hospitals consider 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 Policy for Appropriation of Assets for Expenditure

Spending policies may be adopted by the Hospitals, 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 Hospitals evaluate their spending policies on an annual basis.

Estimated Workers' Compensation and Healthcare Claims

The Hospitals are self-insured with respect to certain employee workers' compensation (through September 30, 2019) and healthcare costs. The provision for estimated workers' compensation and healthcare claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported (see note 11).

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

Volunteer Hours (Unaudited)

Volunteers contributed approximately 12,500 and 17,000 hours in donated services in 2019 and 2018, respectively. Volunteers perform a number of varied activities for the Hospitals including pharmacy, patient and mail transport as well as filing and reception duties. The monetary value of such services has not been reflected in the accompanying consolidated financial statements.

Grant Revenue and Expenditures

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

Advertising, Marketing Costs and Community Affairs

Advertising, marketing and related costs are charged to operations when incurred. Such amounts totaled approximately $358,000 in 2019 and $669,000 in 2018.

Income Taxes

The Hospitals, with the exception of Hillside, 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 Hospitals' tax positions and concluded the Hospitals have maintained their tax-exempt status, do not have any significant unrelated business income and have taken no uncertain tax positions that require adjustment to or disclosure in the consolidated financial statements. Hillside is a for-profit subsidiary and is a limited liability company. As such, the subsidiary is subject to state taxation but is not subject to federal taxation. Deferred taxes are not significant at September 30, 2019 and 2018.

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. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. The most significant areas which are affected by the use of estimates include the allowance for doubtful accounts and contractual adjustments, estimated third-party payor settlements, malpractice and health insurance reserves, and actuarial assumptions used in determining pension obligations and expense and workers' compensation costs.

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

Recent Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-14, *Not-for-Profit Entities (Topic 958)* (ASU 2016-14) – *Presentation of Financial Statements of Not-for-Profit Entities.* The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 is effective for the Hospitals for the year ended September 30, 2019. The Hospitals have adjusted the presentation of these consolidated financial statements and related footnotes accordingly. The ASU has been applied retrospectively to all periods presented.

In May 2014, the 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 Hospitals expect 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 Hospitals on October 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Hospitals continue to evaluate the impact that ASU 2014-09 will have on their consolidated financial statements and related disclosures, but do not expect that the new pronouncement will have a material impact on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842).* Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. The guidance is effective for the Hospitals on October 1, 2020, with early adoption permitted. Subsequently, the FASB issued ASU 2018-11, *Leases (Topic 842): Targeted Improvements*, which is intended to reduce costs and ease implementation of the leases standard for financial statement preparers. Under these standards, lessees (for capital and operating leases) may initially apply the new leases standard at the adoption date and recognize a cumulative-effect adjustment in the opening balance of net assets while continuing to present comparative periods in accordance with current GAAP in Topic 840, *Leases.* In November 2019, the FASB issued ASU 2019-10, which extended the original effective date from October 1, 2020 to October 1, 2021. The Hospitals are currently evaluating the impact of the pending adoption of these standards on the consolidated 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 statement of operations separately and outside a subtotal of income from operations, if one is presented. ASU 2017-07 is effective for the Hospitals on October 1, 2019. The Hospitals would have presented net periodic pension cost of approximately $4,500,000 and $2,763,000 for years ended September 30, 2019 and 2018, respectively, as a separate line item in the consolidated statement of operations, outside a subtotal of loss from operations had ASU 2017-07 been adopted.

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

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for the Hospitals on October 1, 2019. The Hospitals are currently evaluating the impact that ASU 2018-08 will have on their consolidated financial statements, but does not expect that the new pronouncement will have a material impact on its consolidated financial statements.

Reclassifications

Certain 2018 amounts have been reclassified to permit comparison with the 2019 consolidated financial statements presentation format.

Subsequent Events

Management of the Hospitals evaluated events occurring between the end of the Hospitals' fiscal year and February 5, 2020, the date the consolidated financial statements were available to be issued.

2. Charity Care and Community Benefits (Unaudited)

The mission of the Hospitals is to provide quality, accessible healthcare services to patients regardless of their ability to pay. The Hospitals subsidize certain healthcare services, provide outreach and educational programs, build community population partnerships, provide free and discounted healthcare services and subsidize costs exceeding government sponsored healthcare reimbursement.

The estimated costs of providing community benefits and charity care for the years ended September 30 are:

	2019	2018
Charity care	$ 3,059,000	$ 847,000
Community programs and subsidized services	23,625,000	23,625,000
Government sponsored healthcare	17,811,000	17,811,000
	$44,495,000	$42,283,000

3. Concentrations

Financial instruments which subject the Hospitals to concentrations of credit risk consist of cash equivalents, patient accounts receivable and investments, including assets whose use is limited. The risk with respect to cash equivalents is minimized by the Hospitals' policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospitals have not experienced any losses on cash equivalents. The Hospitals' patient accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. Investments do not represent significant concentrations of specific market risk inasmuch as the Hospitals' investment portfolio is adequately diversified among various issues. No investments exceeded 10% of investments as of September 30, 2019.

Additionally, the Hospitals' patient mix consists of local residents and vacationing tourists, many of whom are insured under third-party payor agreements. The mix of payors including revenue, discounts and allowances granted excluding community care and the provision for doubtful accounts follows for fiscal years ended September 30 (in millions):

	2019			2018		
	Rev-enue	Discount and Allow-ances	Net Patient Rev-enue	Rev-enue	Discount and Allow-ances	Net Patient Rev-enue
Medicare	$288.4	$(202.6)	$ 85.8	$285.1	$(194.2)	$ 90.9
Medicaid	62.0	(55.4)	6.6	54.0	(48.4)	5.6
Insurance – fees for service	163.5	(71.7)	91.8	185.2	(86.2)	99.0
Patients and Healthlink	19.3	(8.8)	10.5	12.7	(6.2)	6.5
Employee health plan	11.0	(3.7)	7.3	9.8	(2.5)	7.3
	$544.2	$(342.2)	$202.0	$546.8	$(337.5)	$209.3

Concentrations of credit risk from gross receivables from patients and third-party payors are as follows at September 30:

	2019	2018
Medicare	44.30%	44.67%
Medicaid	9.11	8.99
Commercial insurers	28.78	31.36
Patients	17.81	14.98
	100.00%	100.00%

4. Net Patient Service Revenue

The Hospitals have agreements with third-party payors that provide for payments to the Hospitals at amounts different from their established rates. Similarly, patients are offered prompt payment discounts through the Hospitals' Patient Advantage Program. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient acute care services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge (DRGs). These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. Inpatient non-acute services are paid based on a fixed prospective payment system, again varying according to clinical diagnosis and other factors. As a Sole Community Hospital, the payment is the higher of the hospital specific or federal specific rate.

Since August 2000, outpatient services are reimbursed under the Medicare Outpatient Prospective Payment System (OPPS). Payments are made at a fixed rate based upon each service as categorized by Medicare's Ambulatory Payment Classifications (APCs). As a result, the materiality of prospectively determined settlement adjustments diminished. The Hospitals' classification of patients under the Medicare program and the appropriateness of their admission are subject to an independent review. In 2009, LRGHealthcare was designated a Sole Community Hospital by Medicare adding to its previous designation as a Rural Referral Center.

Effective July 1, 2004, the Franklin facility was classified as a Critical Access Hospital. Thereafter, inpatient, non-acute services related to Medicare beneficiaries are paid based on a blended rate comprised of fixed fee schedules for laboratory services to non-patients and a cost reimbursement methodology. The Franklin facility is reimbursed for cost reimbursable items at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed at rates prospectively determined per discharge (DRGs). Outpatient services are reimbursed under a cost reimbursement methodology and a fixed laboratory fee schedule. The Hospitals are reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospitals subject to audits thereof by the Medicaid fiscal intermediary.

Settlements

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated statements of financial position represents the estimated net amounts to be received/paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (CMS) (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provisions. Settlements for the Franklin facility have been finalized through 2016 for Medicare and 2014 for Medicaid. Settlements for the Laconia facility have been finalized through 2015 for Medicare and Medicaid. Income from operations increased by approximately $667,000 for the year ended September 30, 2019 and $4,931,000 for the year ended September 30, 2018 (primarily due to a change in reserves for disproportionate share payments as discussed below), respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

4. Net Patient Service Revenue (Continued)

Other

The Hospitals have also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Hospitals under these agreements includes discounts from established charges, DRG indexed payments, fee schedule based payments and retrospective cost based reimbursement.

Medicaid Enhancement Tax and Medicaid Disproportionate Share

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.5% of the Hospitals' net patient service revenues, with certain exclusions. The amount of tax incurred by the Hospitals for fiscal 2019 and 2018 was $7,836,489 and $9,058,586, respectively. The Hospitals have accrued approximately $1,972,000 and $2,222,000 in MET at September 30, 2019 and 2018, respectively. These amounts are included in accounts payable and other accrued expenses in the accompanying consolidated statements of financial position at September 30, 2019 and 2018.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. In 2019 and 2018, the Hospitals recognized disproportionate share funding totaling $10,771,930 and $13,440,797, respectively.

As part of the State's biennial budget process for the two-year period ending June 30, 2013, it eliminated disproportionate share payments to certain New Hampshire hospitals, excluding hospitals classified as critical access. For the periods ending June 30, 2019 and 2018, the State included the hospitals not classified as critical access as qualifying for disproportionate share payments. The Hospitals have recorded receivables totaling approximately $2,784,000 and $3,150,000 at September 30, 2019 and 2018, respectively, representing the portion of disproportionate share payments expected to be received related to the Hospitals' fiscal year.

CMS has completed preliminary audits through 2016, however, no final settlements have occurred; therefore, all years starting in 2011 continue to be open which are 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 Hospitals have recorded reserves to address their exposure based on CMS's audit results to date. Approximately $3,100,000 in reserves relating to these audits is included in estimated third-party payor settlements payable in the accompanying consolidated statements of financial position at both September 30, 2019 and 2018.

4. Net Patient Service Revenue (Continued)

Summary of Patient Service Revenues

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2019 and 2018 from these major payor sources, is as follows (in millions):

	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2019				
Private payors (includes coinsurance and deductibles)	$163.5	$ (71.7)	$ (5.4)	$ 86.4
Medicaid	62.0	(55.4)	(0.2)	6.4
Medicare	288.4	(202.6)	(2.5)	83.3
Self-pay and Healthlink	19.3	(8.8)	(5.7)	4.8
Employee health plan	11.0	(3.7)	(0.1)	7.2
	$544.2	$(342.2)	$(13.9)	$188.1
2018				
Private payors (includes coinsurance and deductibles)	$185.2	$ (86.2)	$ (5.4)	$ 93.6
Medicaid	54.0	(48.4)	(0.5)	5.1
Medicare	285.1	(194.2)	(2.6)	88.3
Self-pay and Healthlink	12.7	(6.2)	(5.2)	1.3
Employee health plan	9.8	(2.5)	(0.1)	7.2
	$546.8	$(337.5)	$(13.8)	$195.5

5. Assets Whose Use is Limited and Long-Term Investments

The composition of investments at September 30, 2019 and 2018 is set forth in the table shown below at fair value.

	2019	2018
Assets whose use is limited:		
Under mortgage indenture:		
Cash and cash equivalents (see note 7)	$12,151,588	$12,098,511
Under workers' compensation trust agreement:		
Cash and cash equivalents	500	111,473
Mutual funds	956,135	915,419
Nonfinancial assets	149,459	88,236
	1,106,094	1,115,128
Under deferred compensation plan:		
Mutual funds	213,866	1,054,999
Donor restricted assets:		
Cash and cash equivalents	4,500,982	7,632,037
Total assets whose use is limited	17,972,530	21,900,675
Long-term investments:		
Cash and cash equivalents	201,128	254,544
Marketable equity securities	1,961	1,961
Total long-term investments	203,089	256,505
Total assets whose use is limited and long-term investments	$18,175,619	$22,157,180

The following schedule summarizes total investment return and its classification for the year ended September 30, 2019, with totals for comparative purposes shown for 2018:

	2019			
	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2019 Total	2018 Total
Interest and dividends	$198,889	$ –	$198,889	$ 98,686
Unrealized gains, net	17,900	–	17,900	41,750
Total investment return	$216,789	$ –	$216,789	$140,436

5. Assets Whose Use is Limited and Long-Term Investments (Continued)

In evaluating whether the investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the Hospitals' intent and ability to hold the security until a recovery in fair value or maturity. There were no securities in an unrealized loss position at September 30, 2019 and 2018.

6. Property, Plant and Equipment

Property, plant and equipment consists of the following:

	September 30, 2019 (In Millions)			September 30, 2018 (In Millions)		
	Cost	Accum. Depre.	Net	Cost	Accum. Depre.	Net
Land	$ 1.8	$ -	$ 1.8	$ 1.8	$ -	$ 1.8
Land improvements	3.7	(3.1)	0.6	3.8	(3.0)	0.8
Buildings	82.6	(34.7)	47.9	82.2	(33.8)	48.4
Equipment – major	85.9	(69.5)	16.4	85.6	(66.3)	19.3
Equipment – fixed	56.6	(35.9)	20.7	56.6	(33.4)	23.2
	230.6	(143.2)	87.4	230.0	(136.5)	93.5
Construction in process and deposits	6.7	–	6.7	2.0	–	2.0
Total property, plant and equipment	$237.3	$(143.2)	$ 94.1	$232.0	$(136.5)	$ 95.5

The Hospitals own real property which is leased to providers of health services, several small business concerns and charitable organizations. As of September 30, 2019, the cost basis of rented property was $5,179,281 and accumulated depreciation was $2,761,777. Gross rents received during the years ended 2019 and 2018 included in other revenue were $225,226 and $192,330, respectively.

The Hospitals entered into a construction contract in 2019 with a total commitment of approximately $5,600,000 related to the renovation of the emergency department, of which remaining expected costs are approximately $1,835,000 at September 30, 2019. The Hospitals anticipate the project to be completed by the spring of 2020.

7. Long-Term Debt

The following debt issues have primarily been used to finance or refinance construction projects, renovations and capital acquisitions of property and equipment.

2015 Mortgage Payable

On September 30, 2015, the Hospitals refunded their existing 2010 Series Bonds outstanding (see below) of $133,265,000 through the issuance of $125,871,960 in fixed rate Federal Housing and Urban Development Insured Mortgage Payable with an interest rate of 3.70%. The balance of this mortgage at September 30, 2019 and 2018 was $110,761,260 and $113,726,076, respectively. The refunding transaction reduces the Hospitals' total interest costs through the maturity of the refunded bonds. As of September 30, 2019, the amount of defeased 2010 Series Bonds payable not included in the accompanying consolidated statements of financial position was approximately $122,804,000. In May 2019, the Hospitals amended the payment terms on this agreement to interest only payments from June 2019 through May 2024. Principal payments will resume at that time through the mortgage's anticipated payoff in November 2036.

The Hospitals have granted as collateral for the 2015 mortgage payable substantially all property and equipment (excluding the assets of Hillside) and are required to comply with certain restrictive financial covenants defined by Section 41, and the method of calculating the mortgage reserve fund balance defined by Section 21, of the *Regulatory Agreement* between the Hospitals and the U.S. Department of Housing and Urban Development Federal Housing Administration dated December 9, 2010. For the year ended September 30, 2019, the Hospitals were in compliance with all required financial covenants as defined in the *Regulatory Agreement*.

Notes Payable

During 2014, LRGHealthcare entered into a note payable with the State of New Hampshire Department of Health and Human Services in the amount of $829,138 for the construction of a Designated Receiving Facility on the Franklin campus. The note is noninterest bearing and requires annual payments of $55,276 over a fifteen year period. The balance of this note at September 30, 2019 and 2018 was $497,483 and $552,758, respectively.

During 2019, LRGHealthcare entered into a two-year 4.65% note payable with a third party in the amount of $238,000 for the purchase of a property. The balance of this note at September 30, 2019 was $170,850.

Interest expense incurred on the mortgage and notes payable was approximately $4,984,000 and $5,217,000 in 2019 and 2018, respectively.

Principal payments on the mortgage and notes payable outstanding at September 30, 2019 for each of the following years ending September 30 are as follows:

2020	$ 174,705
2021	106,697
2022	55,276
2023	55,276
2024	2,393,603
Thereafter	108,644,036
	$111,429,593

7. Long-Term Debt (Continued)

Revolving Lines of Credit

On October 9, 2015, the Hospitals entered into a $6,000,000 unsecured revolving line of credit agreement with a bank, which is due on demand and has no date of expiration. The line of credit agreement bears interest at the Wall Street Journal prime rate (5.00% at September 30, 2019). As of September 30, 2019 and 2018, there was no outstanding balance on this line of credit.

On August 17, 2017, the Hospitals entered into a $9,000,000 180 day short-term revolving line of credit agreement with a bank, which was subsequently extended and expired on July 1, 2019. The line of credit was secured by the Hospitals' accounts receivable with a bank, was due on demand or upon expiration, and bore interest at the Wall Street Journal prime rate plus one-half percent. As of September 30, 2018, there was no outstanding balance on this line of credit.

Amounts Held

The Hospitals are required to maintain escrow funds for the monthly payments made by the Hospitals which, in turn, enable the funding of a debt service reserve and required semi-annual interest payments, annual principal payments, private mortgage insurance, taxes and other insurance due on the Series 2015 mortgage at September 30, 2019 and 2018. Amounts held in escrow funds totaled $12,151,588 and $12,098,511 at September 30, 2019 and 2018, respectively.

8. Retirement Plans

The Hospitals have two retirement plans covering substantially all of their employees.

The Hospitals have a tax sheltered annuity based retirement plan (TSA plan). The TSA plan is a defined contribution plan available to all employees of the Hospitals. There are no employer contributions made to the TSA plan. At September 31, 2019 and 2018, the Hospitals have recorded $213,866 and $1,054,999 on the accompanying consolidated statements of financial position in assets whose use is limited and other liabilities.

The Hospitals also have a defined benefit plan. During 2019, the mortality assumption was updated to use the RP-2014 mortality tables to reflect a modified MP-2019 mortality improvement scale. During 2018, the mortality assumption was updated to use the RP-2014 mortality tables to reflect a modified MP-2018 mortality improvement scale.

The defined benefit plan has received a favorable determination letter dated March 15, 2012.

The defined benefit plan accruals ended December 31, 2004. Those accruals provided for a plan benefit payable upon normal retirement (age 65) of 1.625% of the employee's average highest five consecutive years' earnings during the employee's last 10 years of employment for each year of service up to 25 years. Participants may elect a lump sum form of payment. Beginning January 1, 2005, under the 2005 amendment, a new account was established to accumulate employer contributions and investment credits to be added to the grandfathered defined benefit amount. Those additions will be identical to the cash balance credits described below.

8. Retirement Plans (Continued)

At retirement, grandfathered employees receive the greater of benefits under the defined benefit plan as described above or the cash balance plan. Under the cash balance plan, a participant's January 1, 1995 plan benefit was present valued into a separate account balance in the participant's name which then became the employee's retirement benefit. Thereafter, account additions are determined at 7% of compensation up to $25,000 and 3% thereafter for participants with less than 10 years of service or 4% for participants with 10 or greater years of service. Interest additions are credited at a predetermined rate of interest not to exceed 5.5%. However, ad hoc increases have been made. The interest rate credits for fiscal years 2019 and 2018 were 1.34% and 0.74%, respectively.

The following table sets forth the principal actuarial assumptions used to compute the net periodic pension cost and pension benefit obligations at September 30.

	2019	2018
Principal actuarial assumptions used to determine net periodic pension cost:		
Discount rate	4.54%	4.01%
Expected return on plan assets	7.00	7.00
Salary increases	3.00	3.00
Principal actuarial assumptions used to determine benefit obligations:		
Discount rate	3.54%	4.54%
Salary increases	3.00	3.00

The expected long-term return on asset assumption is reviewed annually, taking into consideration the current and expected future allocation of assets, and the expected long-term return on these asset classes. Historical real returns and expected future inflation are considered as factors in estimating the expected long-term return on these asset classes. The difference between actual investment return and the 7.00% long-term return assumption is amortized over five years. Were the plan to terminate, different assumptions and other factors might be applicable in determining the projected benefit obligation.

The following table sets forth the changes in projected benefit obligations, changes in plan assets, components of net periodic benefit cost and reconciliation of prepaid or accrued pension cost:

	September 30	
	2019	2018
Change in projected benefit obligation:		
Projected benefit obligation at the beginning of the year	$ 64,769,679	$ 67,589,901
Service cost	2,595,979	2,762,813
Interest cost	2,855,227	2,629,827
Distributions	(7,955,562)	(6,342,064)
Assumption changes	6,196,942	(3,374,796)
Experience loss	2,350,912	1,503,998
Projected benefit obligation at the end of the year	$ 70,813,177	$ 64,769,679

8. **Retirement Plans (Continued)**

	September 30 2019	2018
Change in fair value of plan assets:		
Fair value of plan assets at beginning of year	$ 66,431,548	$ 67,549,315
Actual return on plan assets	242,111	5,224,297
Administrative expenses	(452,562)	(275,452)
Benefits paid	(7,224,428)	(6,066,612)
Fair value of plan assets at the end of the year	$ 58,996,669	$ 66,431,548
Funded status	$(11,816,508)	$ 1,661,869
Components of net periodic pension cost:		
Service cost	$ 2,595,979	$ 2,762,813
Interest cost	2,855,227	2,629,827
Expected return on plan assets	(4,387,309)	(4,467,137)
Net prior service cost amortization	10,901	10,901
Amortization of loss	671,151	960,943
Immediate recognition triggered by settlement	1,903,692	–
Net periodic pension cost	$ 3,649,641	$ 1,897,347
Reconciliation of net statement of financial position liability:		
Net statement of financial position liability at beginning of year	$ 1,661,869	$ (40,586)
Amount recognized in accumulated other comprehensive liability at end of prior year	11,928,423	15,528,225
Prepaid benefit cost (before adjustment) at end of prior year	13,590,292	15,487,639
Immediate recognition triggered by settlement	(1,903,692)	–
Net periodic benefit cost for fiscal year	(1,745,949)	(1,897,347)
Prepaid benefit cost (before adjustment) at end of current year	9,940,651	13,590,292
Amount recognized in accumulated other comprehensive liability at end of current year	(21,757,159)	(11,928,423)
Net statement of financial position (liability) asset at end of current year	$(11,816,508)	$ 1,661,869

The accumulated benefit obligation was $66,833,310 and $61,412,099 at September 30, 2019 and 2018, respectively.

During 2019, the defined benefit plan settled 8.05% of the projected benefit obligation, therefore triggering the net loss for immediate recognition of settlement of $1,903,962, which is included in the net periodic pension cost in the accompanying consolidated statements of operations at September 30, 2019.

8. Retirement Plans (Continued)

The PPA legislates funding levels for defined benefit plans that will exceed the Plan's projected benefit obligation within the next seven years. There was no contribution for 2019. There is no expected contribution for 2020. Benefits expected to be paid by the Plan during the ensuing five years and five years thereafter are approximately as follows:

2020	$ 3,480,500
2021	4,148,700
2022	4,364,500
2023	4,417,300
2024	4,641,600
Five year period thereafter	20,321,600

The total unrecognized loss and prior year service cost are $21,744,651 and $12,508 at September 30, 2019. The loss and prior year service cost amount expected to be recognized in net periodic benefit cost in 2020 are as follows:

Actuarial loss	$1,345,260
Prior service cost	10,901
	$1,356,161

Pension Plan Assets

The primary investment objective of the Hospitals' Retirement Plan is to provide pension benefits for their members and their beneficiaries by ensuring a sufficient pool of assets to meet the Plan's current and future benefit obligations. 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.

Management of plan 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. Total annualized return, adjusted for trading costs and management fees, achieved by each investment manager of an actively managed portfolio, is expected to equal or exceed an index comprised of 60% of the Vanguard Index Trust 500 Fund and 40% of the Vanguard Total Bond Market Fund.

The Plan aims to assume a moderate level of risk and a diversified portfolio. The Plan invests in one money market account and two mutual funds at September 30, 2019. A periodic review is performed of the pension plan's investments in various asset classes.

8. Retirement Plans (Continued)

The fair values of the assets at September 30, 2019 are as follows (see note 15 for level definitions):

	Level 1	Level 2	Level 3	Total
Money market fund	$33,035,246	$ –	$ –	$33,035,246
Mutual funds:				
Index funds - fixed income	25,961,423	–	–	25,961,423
Total assets at fair value	$58,996,669	$ –	$ –	$58,996,669

The fair values of the assets at September 30, 2018 are as follows (see note 15 for level definitions):

	Level 1	Level 2	Level 3	Total
Money market fund	$ 1,739,905	$ –	$ –	$ 1,739,905
Mutual funds:				
Index fund - domestic	32,991,272	–	–	32,991,272
Index fund - international	7,206,966	–	–	7,206,966
Index fund - fixed income	24,493,405	–	–	24,493,405
	64,691,643	–	–	64,691,643
Total assets at fair value	$66,431,548	$ –	$ –	$66,431,548

9. Leases

The Hospitals have a number of lease agreements with noncancellable terms of more than one year. These include various family health practices and properties leased pursuant to professional service agreements. Leases extend for varying periods and most include renewal options subject to adjustment in the rental amount. Leases that expire are generally expected to be renewed or replaced by other leases, or the Hospitals' owned property will be utilized if available.

The future annual minimum rental payments required under noncancellable operating leases are as follows:

2020	$ 700,637
2021	701,717
2022	270,710
2023	231,767
2024	233,704
Thereafter	1,104,550

9. Leases (Continued)

Rent expense for all operating leases including month-to-month rentals for 2019 and 2018 was approximately $1,628,305 and $1,812,000, respectively.

10. Functional Expenses

The Hospitals provide general healthcare services to residents and vacationing tourists within their geographic area. Expenses related to providing these services are as follows for the year ended September 30:

	Health Services	General and Administrative	Total
2019			
Salaries	$ 84,665,106	$17,790,271	$102,455,377
Payroll taxes	4,332,985	1,248,336	5,581,321
Employee benefits	5,189,068	9,989,259	15,178,327
Purchases services and contracted physicians	14,978,954	16,969,006	31,947,960
Pharmacy supplies	14,862,620	–	14,862,620
Chargeable supplies	9,859,760	59,367	9,919,127
Nonchargeable supplies	4,805,602	1,519,246	6,324,848
Depreciation and amortization	50,207	7,111,633	7,161,840
Amortization of deferred system development costs	–	4,999,717	4,999,717
Rent and occupancy expenses	2,515,833	3,266,060	5,781,893
Professional services	256,198	1,581,608	1,837,806
Interest expense	168,640	4,815,544	4,984,184
Insurance	2,564,265	543,634	3,107,899
Repairs	845,382	565,940	1,411,322
Tuition, advertising and other	487,331	1,370,341	1,857,672
Dues, travel and education	446,026	520,046	966,072
New Hampshire Medicaid Enhancement tax	7,836,489	–	7,836,489
	$153,864,466	$72,350,008	$226,214,474

10. Functional Expenses (Continued)

	Health Services	General and Administrative	Total
2018			
Salaries	$ 78,766,990	$26,420,569	$105,187,559
Payroll taxes	3,765,736	1,720,624	5,486,360
Employee benefits	5,739,332	7,682,532	13,421,864
Purchases services and contracted physicians	14,481,029	14,740,245	29,221,274
Pharmacy supplies	14,286,972	649,332	14,936,304
Chargeable supplies	10,379,754	384,327	10,764,081
Nonchargeable supplies	5,049,994	2,247,643	7,297,637
Depreciation and amortization	–	7,574,797	7,574,797
Amortization of deferred system development costs	–	6,206,105	6,206,105
Rent and occupancy expenses	3,165,979	3,298,676	6,464,655
Professional services	175,308	1,025,953	1,201,261
Interest expense	205,594	5,010,986	5,216,580
Insurance	2,342,717	438,715	2,781,432
Repairs	913,220	670,378	1,583,598
Tuition, advertising and other	505,854	1,530,810	2,036,664
Dues, travel and education	549,401	692,129	1,241,530
New Hampshire Medicaid Enhancement tax	9,058,586	–	9,058,586
	$149,386,466	$80,293,821	$229,680,287

The financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits were allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

11. Self Insurance

Employee Health Insurance

The Hospitals have a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The Hospitals recognize revenue for services provided to employees of the Hospitals during the year. The Hospitals are insured above a stop-loss amount of $300,000 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2019 and 2018, have been recorded as a liability of approximately $700,000 and $450,000, respectively, and are reflected in the accompanying consolidated statements of financial position within healthcare and other accrued benefits.

11. Self Insurance (Continued)

Workers' Compensation Trust

The Hospitals self-insure their workers' compensation claims incurred prior to October 1, 2018 through a tax-exempt trust, revocable subject to State law retained funding level restrictions for the payment of workers' compensation settlements. Professional insurance consultants have been engaged to assist the Hospitals with determining funding amounts. The financial position and operations of the Trust have been consolidated with these statements. A stop loss policy is in place to limit liability exposure to $600,000 per occurrence. Effective October 1, 2018, the Hospitals are now insured under a commercial claims incurred insurance policy for workers' compensation claims.

Losses from asserted claims and from unasserted claims identified under the Hospitals' incident reporting system are accrued as reported based on estimates that incorporate industry past experience, as well as other considerations including the nature of each claim or incident and relevant trend factors. Accruals for possible losses attributable to incidents that may have occurred but that have not been identified under the incident reporting system have been made based upon industry experience and management's judgment. The Trust's estimate for all claims outstanding was $3,692,000 and $2,685,000 as of September 30, 2019 and 2018, respectively. Assets held in trust to meet such claims amounted to $1,106,094 and $1,115,128 at September 30, 2019 and 2018, respectively.

12. Commitments

In addition to commitments made in the ordinary course of business, the Hospitals have entered into the following agreements:

Participation Agreement Between ACHC and the Hospitals

In conjunction with the formation of ACHC, the Hospitals have entered into a participation agreement with ACHC whereby the Hospitals, as an ACHC member, have agreed to participate in ACHC's agreements with Cerner Corporation (Cerner) and S&P Consultants, Inc. (S&P) and share in 80% of the costs of the services as defined in the Cerner and S&P agreements related to the implementation of an EHR system to provide services to the Hospitals and Speare Memorial Hospital. Speare Memorial Hospital has agreed to participate in approximately 20% of those costs. The Cerner agreement has an initial term of seven years with successive 36-month terms, and the S&P agreement is a continuous agreement. In September 2017, ACHC terminated its agreement with S&P. In August 2017, ACHC entered into a three year agreement with Huntzinger Management Group, Inc. (Huntzinger). In November 2018, ACHC entered into a new agreement with Huntzinger for a minimum three year commitment. The annual fixed fee is approximately $8.3 million subject to 3% annual increases, of which LRGHealthcare is expected to pay approximately 77%. The following schedule reflects the Hospitals' share of future minimum payments to ACHC under the Cerner agreements as of September 30, 2019:

2020	$ 8,583,966
2021	8,770,106
2022	4,530,460
	$21,884,532

12. Commitments (Continued)

Based on the terms of the participation agreement with ACHC, the original costs paid for by the Hospitals for the implementation of the Cerner system are being treated as deferred system development costs and are being expensed over the remaining term of the agreement over the estimated useful life of the assets. Deferred system development costs as of September 30, 2019 and 2018 were $13,365,077 and $18,364,794, respectively. Amounts amortized in the accompanying consolidated statements of operations under this agreement were $4,999,717 and $6,206,105 in 2019 and 2018, respectively.

Purchased Services

The Hospitals contract for services with various specialty practice healthcare providers. The professional service agreements secure access to providers of obstetric, occupational health, surgical, emergency, integrated multi-specialty and other services for patients in the community. Contract terms vary but all provide for trial periods (which have lapsed) with cancellation clauses followed by longer term commitments with remaining terms ranging from one to three years. These agreements, prepared in accordance with Medicare anti-fraud and abuse laws, include employee lease arrangements, real and personal property leases and individual physician compensation agreements based upon nationally based medical procedure surveys. Consistent with the Hospitals' mission, the physician organizations agree to extend their services to patients without regard to the ability to personally pay and expand coverage areas to all communities served by the Hospitals. The contractual gross obligations, excluding benefits of such arrangements, are projected to be $26.6 million for the year ended September 30, 2020 and similar amounts for subsequent years.

Repurchase Contracts

Repurchase contracts on condominium units within the Laconia medical office building and High Street condominium units obligate the Hospitals to reacquire units which have previously been sold. At September 30, 2019, this commitment amounted to approximately $1.2 million.

13. Net Assets

Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at September 30:

	2019	2018
Purpose restriction:		
Capital improvements	$6,593,804	$5,104,158
Other special purpose funds	231,115	328,142
	6,824,919	5,432,300
Perpetual in nature:		
Charity care	1,294,034	1,294,034
General Hospital use	750,699	750,699
Other purposes	155,004	155,004
	2,199,737	2,199,737
Total net assets with donor restrictions	$9,024,656	$7,632,037

13. Net Assets (Continued)

In 2019 and 2018, the Hospitals released $493,510 and $881,760, respectively, from net assets with donor restrictions for operations and $48,227 and $359,960 in 2019 and 2018, respectively, released from net assets with donor restrictions for capital improvements.

There was no activity related to endowment funds within net assets with donor restrictions in 2019 and 2018.

14. Contingencies

Medical Malpractice Claims

Prior to January 1, 2011, the Hospitals were insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. Effective January 1, 2011, the Hospitals insure their medical malpractice risks through a multiprovider captive insurance company. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2019, there were no known malpractice claims outstanding for the Hospitals 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, except as noted below. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. The Hospitals' interest in the captive represents approximately 20% of the captive at September 30, 2019 and 2018, although control of the captive is equally shared by participating hospitals. The Hospitals have recorded their interest in the captive's equity, totaling approximately $1,945,000 in 2019 and $1,714,000 at September 30, 2018, in other assets on the accompanying consolidated statements of financial position. Changes in the Hospitals' interest are included in nonoperating gains (losses) on the accompanying consolidated statements of operations. The Hospitals have established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Hospitals.

In accordance with ASU No. 2010-24, at September 30, 2019 and 2018, the Hospitals recorded a liability of approximately $4,840,000 and $2,686,000, respectively, related to estimated professional liability losses. At September 30, 2019 and 2018, the Hospitals also recorded a receivable of approximately $4,365,000 and $2,211,000, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in workers' compensation and other liabilities, and other assets, respectively, on the consolidated statements of financial position.

14. Contingencies (Continued)

New Hampshire Medical Malpractice Joint Underwriting Association Settlement

On August 12, 2011, pursuant to a legislative mandate, the New Hampshire Medical Malpractice Joint Underwriting Association (JUA) set aside $85 million of excess surplus funds for return to JUA policyholders. This amount was transferred to the policyholders' claims administrator on November 15, 2012. The JUA also segregated additional funds totaling $25 million pending resolution of certain JUA tax matters which was released in 2013. The entirety of these funds totaling $110 million had been the subject of a dispute between the JUA's policyholders and the state of New Hampshire (the State) with respect to the State's intent to transfer $110 million of JUA excess surplus to the State's general fund. This dispute resulted in a state of New Hampshire Supreme Court ruling in 2011 which held that the State's intended transfer would unconstitutionally impair JUA policyholders' contractual rights. In 2015, the New Hampshire legislature approved in the 2015 session both the ending of the JUA and taking no claim in the remaining assets after liquidation of liabilities. There was an estimate at the time of the legislation of $23 million in liability for the JUA. At December 31, 2014, the JUA had assets of greater than $117 million. Class action litigation was filed in December 2015 to recover the monies in a structure similar to the prior recovery and LRGHealthcare is again a lead plaintiff. Subsequently, net of a payment of $23,156,298 to MedPro on closing of an Assumption Agreement, the JUA's booked liabilities, the return of tail premium, and paid or accrued JUA expenses, the Insurance Commission of the State of New Hampshire (the Receiver) now has custody of liquid assets of the JUA constituting its remaining surplus funds in excess of $87 million. Further, the Receiver and the plaintiffs, through external counsel, negotiated a holdback or reserve of a portion of this surplus to secure or fund, if necessary, any theoretical liability on the Receiver's contractual liabilities, the JUA's one year covenants to MedPro under the Assumption Agreement expiring August 25, 2017 and/or the JUA's final tax returns. This holdback agreement, if approved by the court, permits the Receiver's immediate interpleader of $50 million for distribution to policyholders with the balance of funds to follow in subsequent transfers by the Receiver before the Receiver is finally discharged, in a manner similar to that accomplished in the prior class proceeding. Net of this holdback, therefore, the Receiver has liquid funds the Receiver is submitting forthwith by interpleader to the jurisdiction of this Receiver Court in the amount of $50 million. In 2018, this was approved and partial distributions of approximately $4,200,000 were received in 2019. Final distributions are expected in 2020 and are not expected to be significant.

15. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of nonperformance risk including the Hospitals' own credit risk.

15. Fair Value Measurements (Continued)

The FASB's codification establishes a fair value hierarchy for valuation inputs. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

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

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

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

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

For the fiscal year ended September 30, 2019, the application of valuation techniques applied to similar assets and liabilities has been consistent with prior years.

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

	Level 1	Level 2	Level 3	Total
2019				
Long-term investments:				
Cash and cash equivalents	$ 201,128	$ –	$ –	$ 201,128
Marketable equity securities	1,961	–	–	1,961
	$ 203,089	$ –	$ –	$ 203,089
Assets whose use is limited:				
Cash and cash equivalents	$16,653,070	$ –	$ –	$16,653,070
Mutual funds	1,170,001	–	–	1,170,001
Other	149,459	–	–	149,459
	$17,972,530	$ –	$ –	$17,972,530

15. Fair Value Measurements (Continued)

	Level 1	Level 2	Level 3	Total
2018				
Long-term investments:				
Cash and cash equivalents	$ 254,544	$ –	$ –	$ 254,544
Marketable equity securities	1,961	–	–	1,961
	$ 256,505	$ –	$ –	$ 256,505
Assets whose use is limited:				
Cash and cash equivalents	$19,842,021	$ –	$ –	$19,842,021
Mutual funds	1,970,418	–	–	1,970,418
Other	88,236	–	–	88,236
	$21,900,675	$ –	$ –	$21,900,675

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

Other financial instruments consist of cash and cash equivalents, patient accounts receivable, other receivables, pledges receivable, accounts payable, estimated third-party payor settlements and long-term debt. The fair value of all financial instruments approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value.

16. Financial Assets and Liquidity Resources

As of September 30, 2019, financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, consisted of the following:

Cash and cash equivalents	$ 4,061,560
Accounts receivable	19,387,150
Long-term investments	203,089
	$23,651,799

To manage liquidity, the Hospitals maintain sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the Hospitals. The financial assets and liquidity resources included above exclude $12,151,588 and $1,106,094 recorded as assets whose use is limited under mortgage indenture (see note 7) and under worker's compensation trust agreement (see note 11), respectively, at September 30, 2019. These funds are available to the Hospitals to settle debt payments, workers' compensation claims and related amounts as allowed under the trustee agreements.

LRGHealthcare
2020 BOARD OF TRUSTEES

CHAIR
Cynthia Baron

VICE CHAIR
William Bald

SECRETARY / TREASURER
Golda Schohan

TRUSTEES

Scott Sullivan

Scott Clarenbach

James Clements

Nancy LeRoy

K. Mark Primeau

Stuart Trachy

MEDICAL STAFF REPRESENTATIVES – EX-OFFICIO BOARD MEMBERS
Vercin Ephrem, MD, President of the Medical Staff

Paul Racicot, MD, Past President of the Medical Staff

KEVIN W. DONOVAN, FACHE

Summary of Qualifications:

Proven, health care executive experienced working in environments demanding strong leadership, operations and relationship skills. Confident and poised in interactions with individuals at all levels.

Experience:

LRGHealthcare, Laconia, NH

President and Chief Executive Officer – 2016 to Present

- President and CEO for a $230 million net revenue, not-for-profit health system representing Lakes Region General Hospital (137 bed acute care hospital), Franklin Regional Hospital (35 bed critical access hospital) and over 20 affiliated medical practices and groups.

Mt. Ascutney Hospital and Health Center & Dartmouth-Hitchcock, Windsor, VT

President and Chief Executive Officer – 2010 to 2016

- President and CEO for a $55 million net revenue, health care organization with a 25 bed acute care hospital, 10 bed inpatient acute rehabilitation program, employed provider network, community grant foundation, 46 bed assisted living facility and 25 bed skilled nursing facility.

Elliot Health System, Manchester, NH

Senior Vice President, Clinical Operations – 2008 to 2010

- Served as a member of the senior leadership team of a $400 million net revenue health system with primary responsibility for management of ancillary, inpatient support, outpatient services, ambulatory care, physician/provider practice and regional operations of the health system.

Vice President, Physician Services – 2007 to 2008

- Responsible for ambulatory, physician/provider, and cancer center services of the health system managing areas of responsibility with budgets of $75 million, 400 support staff FTEs, and over 150 physician and provider FTEs.

Dartmouth-Hitchcock, Lebanon, NH

Director, Ambulatory Services – Children's Hospital at Dartmouth (CHaD) – 2002 to 2007

- Directed, managed and led the multi-specialty physician and provider practice of CHaD, including program growth and group practice operations.
- Effectively managed a budget of $17 million for the Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and a $1 million budget for the Dartmouth Medical School.

Senior Practice Manager – Regional Systems Development Group – 2000 to 2002

Practice Manager – Neurosciences – 1999 to 2000

Affiliated Medical Groups, Quincy, MA and Duxbury, MA

Practice Administrator – 1997 to 1999

Northeast Health System, Inc., Beverly, MA

Practice Administrator – 1996 to 1997

Trustees of Health & Hospitals, Inc., Boston, MA

System Administrator – 1993 to 1994
Computer Support Specialist – 1992 to 1993

Education:

The George Washington University, Washington, DC

- Master of Health Services Administration, May 1997
- Completion of a one-year project oriented residency within Northeast Health System.

Syracuse University, Syracuse, NY

- Bachelor of Science, Information Studies, May 1992

References:

- References are available upon request.

MARGARET P. KERNS

SUMMARY of QUALIFICATIONS

Strong management experience with ability to connect with people both internally and externally. Skilled in process improvement and redesign through a strong systems approach to issue resolution. Knowledge of the healthcare market and core competencies allow for implementation of initiatives aligned with strategic direction.

CORE COMPETENCIES

Strategic Orientation	Results Positioning	Collaboration and Influence
Customer Impact	Change Governance	Team Leadership
Risk Management	People/Organizational Development	

PROFESSIONAL EXPERIENCE

LRGHealthcare, Laconia, NH (1992-Present)

- **Vice President, Clinical Services (8/2014-present)**
  Continued responsibility for Clinical Support Services as listed below, added the additional oversight for Emergency Service Providers, Hospitalist Service, Psychiatry, and the departments of Medical Imaging, Laboratory, Rehabilitation, and Cardiology.
- **Vice President, Clinical Support Services (4/2013-8/2014)**
  Responsible for the oversight, management, growth, and coordination of the departments of Quality and Patient Experience, Care Management, Infection Control and Prevention, Pharmacy, Hematology/Oncology, Clinical Nutrition, Food Service.
- **Director, Medical Safety/Pharmacy/Oncology (4/2012-4/2013)**
  In addition to those responsibilities listed below, added the additional oversight of the Hematology/Oncology Service.
- **Director, Medical Safety/Pharmacy (1/2002-4/2012)**
  Assumed the increased responsibility to co-direct all aspects of patient safety initiatives for LRGHealthcare including hospital and provider practice areas.
- **Director, Pharmacy Services (10/1995-1/2002)**
  Responsible for the strategic vision, growth, and management of two hospital pharmacies, four anticoagulation clinics, a retail pharmacy, oncology pharmacy satellite, and a pharmaceutical assistance program.
- **Staff Pharmacist. Lakes Region General Hospital, Laconia, NH (3/92-10/95)**

Thomas Jefferson University Hospital, Philadelphia, Pa

- Pharmacist, Administration/Quality Improvement

EDUCATION/LICENSES/CERTIFICATIONS

University of Rhode Island, *Bachelor of Science:* Pharmacy
Registered Pharmacist
Certified Professional in Patient Safety

CURRICULUM VITAE

PAUL F. RACICOT, MD
October 2018

EDUCATION

6/77	**BA**, Bowdoin College, Brunswick, ME Phi Beta Kappa
6/82	**MD**, University of Massachusetts Medical School, Worcester, MA

POST GRADUATE TRAINING

1982 – 1983	**Internship - Internal Medicine**
1983 – 1985	**Residency - Internal Medicine** Berkshire Medical Center, Pittsfield, Massachusetts (a major teaching hospital of UMass Medical School)
1985	Recipient of "Outstanding Resident Teacher Award"

PRACTICE EXPERIENCE

1985 – 1986	**Emergency Room Physician** (Full Time) Hillcrest Hospital, Pittsfield, MA
1986 – 2006	**Director, Emergency Room Services** **Active Staff** with privileges in **Emergency Medicine** **Courtesy Staff** with privileges in **Internal Medicine** Franklin Regional Hospital, Franklin, NH
1986 – 1992	**Visiting Staff** with privileges in **Emergency Medicine** Lakes Region General Hospital, Laconia, NH
1989 – 1995	**Courtesy Staff** with privileges in **Emergency Medicine** Concord Hospital, Concord, NH Huggins Hospital, Wolfeboro, NH
1989 – Present	**Director, Employee/Occupational Health Department** Franklin Regional Hospital, Franklin, NH
1992 – 2006	**Chief, Emergency Services** **Active Staff** with privileges in **Emergency Medicine** Lakes Region General Hospital, Laconia, NH
1997 – 2014	**President, Central NH ER Associates** 174 Philbrook Road, Sanbornton, NH
2000, 2001, 2002	**NH Top ER Doc 2000, 2001, and 2002** *New Hampshire* magazine
2000 – Present	**Medical Director, Horizons Counseling Service** Village West, Gilford, NH 03249
2002 – 2015	**Chairman, Department of Medicine** LRGHealthcare, Laconia, NH
2006 – 2011	**Assistant Director ER Services** Lakes Region General Hospital

Franklin Regional Hospital

2009 – Present	**Clinical Coordinator, 3rd Year Medical Students** LRGHealthcare, Laconia, NH
2010 – Present	**Regional Clinical Dean UNE Medical School,** Biddeford, ME
2015 – 2017	**President of the Medical Staff of LRGHealthcare** Lakes Region General Hospital Franklin Regional Hospital
2017 – Present	**Past President of the Medical Staff of LRGHealthcare**
2015 – Present	**Medical Director Recovery Clinic, LRGHealthcare**
2018 – Present	**Medical Director The Doorway at LRGHealthcare**

CERTIFICATIONS

09/11/85	**American Board of Internal Medicine**
12/08/89	**American Board of Emergency Medicine**
12/98 – Present	**Certified Medical Review Officer**

TRUSTEE

1988 – 1994	**New Hampshire Hospital Association** 125 Airport Road, Concord, NH
1991 – 2002	**Franklin Regional Hospital** 15 Aiken Avenue, Franklin, NH
2009 – Present	**LRGHealthcare** 80 Highland Street, Laconia, NH

MEMBERSHIP

1986 – Present	**Member, New Hampshire Medical Society**
1995 – 1997	**Member, New Hampshire Board of Medicine**
1997 – Present	**Member, American College of ER Physicians**
2013 – Present	**Treasurer, New Hampshire Medical Society**

REFERENCES

Personal and professional references provided on request

Corey E. Gately

Education

Springfield College School for Human Services, Manchester, NH
Master's of Science in Human Services, concentration in Community Psychology
Graduated May 1995
GPA: 3.9

Keene State College, Keene, NH
Bachelor of Arts in Psychology and Sociology
Associate's in Chemical Dependency
Psychology Honor Society
Graduated May 1993

Experience

October 2018 – Present
LRGHealthcare Director of Substance Use Services

January 2018 – present
Plymouth State University
Teaching Lecturer

May 2015 – present
Lakes Region General Healthcare Recovery Clinic – Laconia, NH
Clinical Program Coordinator
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

September 2012 – May 2015
Horizons Counseling Center, Gilford, NH
Intensive Outpatient Substance Abuse Counselor
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

June 2001 - August 2012
Lakes Region General Healthcare, Laconia, NH
Intensive Outpatient Substance Abuse Counselor
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

Current Activities

Franklin Mayor's Task Force
Gilford Together Committee Member
St. Baldrick's Committee Member
Gilford School District Parent Volunteer

NAADAC Member and NHADACA Member
2011 New Hampshire 40 under 40 Award
2012 NHADACA Counselor of the Year
2016 Leadership Lakes Region Participant

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kevin Donovan	President/CEO	$425,000	0	0
Dr. Racicot	Medical Director	$247,000	15%	$37,050
Corey Gately	Director of Substance Use Services	$108,078.4	60%	$64,847.04

26 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 5, 2019

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, to amend existing **sole source** agreements with the six (6) vendors listed in bold below, to implement and operationalize a statewide network of Doorways for substance use disorder treatment and recovery support services access, by increasing the total price limitation by $3,962,024 from $19,644,633 to $23,606,657, with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

These agreements were originally approved by the Governor and Executive Council on October 31, 2018 (Item #17A), Mary Hitchcock Memorial Hospital amended on November 14, 2018 (Item #11), Androscoggin Valley Hospital, Inc and Concord Hospital Inc. amended on August 28, 2019 (Item #10).

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	177220-B002	59 Page Hill Rd. Berlin, NH 03570	$1,670,051	$0	$1,670,051
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$2,272,793	$0	$2,272,793
Granite Pathways	**228900-B001**	**10 Ferry St, Ste. 308, Concord, NH, 03301**	**$5,008,703**	**$1,887,176**	**$6,895,879**
Littleton Regional Hospital	**177162-B011**	**600 St. Johnsbury Road, Littleton, NH 03561**	**$1,572,101**	**$141,704**	**$1,713,805**
LRGHealthcare	**177161-B006**	**80 Highland St. Laconia, NH 003246**	**$1,593,000**	**$394,673**	**$1,987,673**
Mary Hitchcock Memorial Hospital	**177160-B001**	**One Medical Center Drive Lebanon, NH 03756**	**$4,043,958**	**$305,356**	**$4,349,314**
The Cheshire Medical Center	**155405-B001**	**580 Court St. Keene, NH 03431**	**$1,593,611**	**$354,079**	**$1,947,690**

Wentworth-Douglass Hospital	**177187-B001**	**789 Central Ave. Dover, NH 03820**	**$1,890,416**	**$879,036**	**$2,769,452**
		Total	**$19,644,633**	**$3,962,024**	**$23,606,657**

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	$9,325,277	$0	$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	$9,987,356	$3,962,024	$14,880,912
2021	102-500731	Contracts for Prog Svc	92057040	$0	$0	$0
			Sub-Total	***$19,312,633***	***$3,962,024***	***$23,274,657***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	$332,000	$0	$332,000
2020	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
2021	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
			Sub-Total	***$332,000***	***$0***	***$332,000***
			Grand Total	**$19,644,633**	**$3,962,024**	**$23,606,657**

EXPLANATION

This request is **sole source** because upon the initial award of State Opioid Response (SOR) funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the Department restructured the State'sservice delivery system to provide individuals a more streamlined process to access substance use disorder (SUD) and Opioid Use Disorder (OUD) services. The vendors above were identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the restructured system.

The purpose of this request is to add funding for: Naloxone kits to distribute to individuals and community partners; additional flexible funds to address barriers to care such as transportation and childcare; and respite shelter vouchers to assist in accessing short-term, temporary housing. This action will align evidence-based methods to expand treatment, recovery, and prevention services to individuals

with OUD in NH. During the first six (6) months of implementation, the Department identified these factors as inhibitors to the long-term success of the program. The outcomes from this amendment align with the original contract to connect individuals with needed services to lower the deaths from OUD in NH and increase the use of Medication Assisted Treatment.

Approximately 9,700 individuals are expected to be served from August 1, 2019 through June 30, 2020. During the first six (6) months of service, the vendors completed 1,571 clinical evaluations, conducted 2,219 treatment referrals, and served 3,239 individuals.

This request represents six (6) of the eight (8) amendments being brought forward for Governor and Executive Council approval. The Governor and Executive Council approved two (2) of the amendments on August 28, 2019 (Item #10).

These contracts will allow the Doorways to continue to ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for SUD, in order to ensure no one in NH has to travel more than sixty (60) minutes to access services. The Doorways increase and standardize services for individuals with OUD; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in NH; and promote engagement in the recovery process. Because no one will be turned away from the Doorway, individuals outside of OUD are also being seen and referred to the appropriate services.

The Department will monitor the effectiveness and the delivery of services required under this agreement using the following performance measures:

- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

Respectfully submitted,

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					
Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00		$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 848,918.00	$ -	$ 848,918.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,654,051.00**	**$ -**	**$ 1,654,051.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00		$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 1,325,131.00	$ -	$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 2,272,793.00**	**$ -**	**$ 2,272,793.00**
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00		$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00	$ 1,887,176.00	$ 4,215,435.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,708,703.00**	**$ 1,887,176.00**	**$ 6,595,879.00**
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00		$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00	$ 141,704.00	$ 882,805.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,556,101.00**	**$ 141,704.00**	**$ 1,697,805.00**
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00		$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00	$ 394,673.00	$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,000.00**	**$ 394,673.00**	**$ 1,987,673.00**

Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 1,774,205.00	$ -	$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	$ 2,269,753.00	$ 305,356.00	$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,043,958.00**	**$ 305,356.00**	**$ 4,349,314.00**
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00		$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00	$ 354,079.00	$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,611.00**	**$ 354,079.00**	**$ 1,947,690.00**
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00		$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00	$ 879,036.00	$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,890,416.00**	**$ 879,036.00**	**$ 2,769,452.00**

SUB TOTAL			**$ 19,312,633.00**	**$ 3,962,024.00**	**$ 23,274,657.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT					
100% Federal Funds					
Activity Code: 92052561					
Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 16,000.00**	**$ -**	**$ 16,000.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**

Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00		$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 300,000.00**	**$ -**	**$ 300,000.00**
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 16,000.00**	**$ -**	**$ 16,000.00**
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**
Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**
SUB TOTAL			**$ 332,000.00**	**$ -**	**$ 332,000.00**

TOTAL	$ 19,644,633.00	$ 3,962,024.00	$ 23,606,657.00

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and LRGHealthcare (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 80 Highland Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,987,673.

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

8/20/19
Date

Name: Katja S. Fox
Title: Director

LRGHealthcare

8/15/19
Date

Name: Kevin W. Dondonn
Title: President + CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Belknap on 15 August 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jenny A. Beaudet
Signature of Notary Public or Justice of the Peace

Jenny G. Beaudet, Admin. Assist
Name and Title of Notary or Justice of the Peace

My Commission Expires: March 25, 2020

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/23/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Laconia Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.8.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

3.1.8.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.8.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.7. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

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.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

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

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Laconia Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.
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.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $142,589 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $160,611 for State Fiscal Year 2020.
   5.3. Respite Shelter Voucher funds in the amount of $239,473 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments 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 budget line item.
   9.2. 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.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. 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.

9.5. 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.

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov.

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

10. 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 approval of the Governor and Executive Council.

11. 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.

Exhibit B-3 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: LRGHealthcare

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

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	$ 184,000.00	$ 4,000.00	$ 188,000.00	$ -	$ 4,000.00	$ 4,000.00	$ 184,000.00	$ -	$ 184,000.00
2. Employee Benefits	$ 41,300.00	$ 1,215.00	$ 42,515.00	$ -	$ 1,215.00	$ 1,215.00	$ 41,300.00	$ -	$ 41,300.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
Purchase/Depreciation	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
6. Travel	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00	$ -	$ 8,000.00
7. Occupancy	$ 50,500.00	$ 5,050.00	$ 55,550.00	$ -	$ 5,050.00	$ 5,050.00	$ 50,500.00	$ -	$ 50,500.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 13,000.00	$ -	$ 13,000.00	$ -	$ -	$ -	$ 13,000.00	$ -	$ 13,000.00
10. Marketing/Communications	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
11. Staff Education and Training	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
12. Subcontracts/Agreements	$ 310,000.00	$ -	$ 310,000.00	$ -	$ -	$ -	$ 310,000.00	$ -	$ 310,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Flex Funds	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 142,589.00	$ -	$ 142,589.00
Respite Beds	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 239,473.00	$ -	$ 239,473.00
Naloxone Set-aside	$ 90,000.00	$ -	$ 90,000.00	$ -	$ -	$ -	$ 160,611.00	$ -	$ 160,611.00
TOTAL	$ 776,000.00	$ 10,515.00	$ 786,515.00	$ 3,000.00	$ 10,515.00	$ 13,515.00	$ 1,167,673.00	$ -	$ 1,167,673.00
Indirect As A Percent of Direct		1.4%							

Contractor Initials KJD
Date 8/15/19

OCT23'18 11.10 DAS

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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
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 17, 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 **sole source** agreements with the eight (8) vendors listed below, in an amount not to exceed $16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton, NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

Funds are available in the following account(s) 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 the 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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704
SFY 2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783
SFY 2021	102-500731	Contracts for Prog Svc	92057040	$0
			Sub-Total	***$16,274,487***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92052561	$332,000
SFY 2020	102-500731	Contracts for Prog Svc	92052561	$0
SFY 2021	102-500731	Contracts for Prog Svc	92052561	$0
			Sub-Total	***$332,000***
			Grand Total	**$16,606,487**

EXPLANATION

This request is **sole source** because the Department is seeking to restructure its service delivery system in order for individuals to have more rapid access to opioid use disorder (OUD) services. The vendors above have been identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the service restructure. Presently, the Department funds a separate contract with Granite Pathways through December 31, 2018 for Regional Access Points, which provide screening and referral services to individuals seeking help with substance use disorders. The Department is seeking to re-align this service into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. The establishment of nine (9) Regional Hubs (hereafter referred to as Hubs) is critical to the Department's plan.

The Hubs will ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders. The statewide telephone coverage will be accomplished

evaluations for substance use disorders. The statewide telephone coverage will be accomplished through a collaborative effort among all of the Hubs for overnight and weekend access to a clinician, which will be presented to the Governor and Executive Council at the November meeting. The Hubs will be situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors will be responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

In the cities of Manchester and Nashua, given the maturity of the Safe Stations programs as access points in those regions, Granite Pathways, the existing Regional Access Point contractor, was selected to operate the Hubs in those areas to ensure alignment with models consistent with ongoing Safe Station's operations. To maintain fidelity to existing Safe Stations operations, Granite Pathways will have extended hours of on-site coverage from 8am-11pm on weekdays and 11am-11pm on weekends.

The Hubs will receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers will also be able to directly contact their local Hub for services. The Hubs will refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

Funds for each Hub were determined based on a variety of factors, including historical client data from Medicaid claims and State-funded treatment services based on client address, naloxone administration and distribution data, and hospital admissions for overdose events. Funds in these agreements will be used to establish the necessary infrastructure for Statewide Hub access and to pay for naloxone purchase and distribution. The vendors will also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items 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.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services 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 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 Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

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			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 730,632.00
2020	Contracts for Prog Svs	102-500731	$ 813,156.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,788.00**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,611.00**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,890,416.00**

SUB TOTAL			**$ 16,274,487.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

100% Federal Funds

Activity Code: 92052561

Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**

Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 300,000.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**
SUB TOTAL			**$ 332,000.00**

TOTAL	**$ 16,606,487.00**

FORM NUMBER P-37 (version 5/8/15)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-06)

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 LRGHealthcare		1.4 Contractor Address 80 HIGHLAND ST, LACONIA, NH, 03246	
1.5 Contractor Phone Number (603) 524-3211	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,593,000
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Kevin W. Donovan		1.12 Name and Title of Contractor Signatory Kevin W. Donovan CEO	

1.13 Acknowledgement: State of NH, County of Belknap

On October 17, 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

Holly A Hudon

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Holly A. Hudon, Notary Public

1.14 State Agency Signature Date: 10/19/18	1.15 Name and Title of State Agency Signatory Katja 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. Yost-Attorney	On: 10/19/18
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 KWD
Date 10/15/18

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 KWD
Date 10/15/18

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 KWD
Date 10/15/18

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, 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.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Laconia Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.5.1. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Laconia Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.
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.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.
6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.
7. The Contractor shall not use funds to pay for bricks and mortar expenses.
8. The Contractor shall include in their budget, at their discretion the following:
   - 8.1. Funds to meet staffing requirements of the contract
   - 8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   - 8.3. Funds to meet the GPRA and reporting requirements of the contract
   - 8.4. Funds to meet staff training requirements of the contract
9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
10. Payment for said services shall be made monthly as follows:
    - 10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.
    - 10.2. Payment beyond start-up costs 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.
    - 10.3. 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. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

10.4. 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.

10.5. 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.

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

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

10.8. 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 approval of the Governor and Executive Council.

11. 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.

New Hampshire Department of Health and Human Services

Contractor: LRGHealthcare

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (GSC Approval - 6/30/2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded
	Direct	Indirect	Total	Direct	Indirect	Total	Total
1. Total Salary/Wages	$ 121,667.00	$ 59,333.00	$ 181,000.00	$ -	$ 6,000.00	$ 6,000.00	$ 121,667.00
2. Employee Benefits	$ 34,200.00	$ 18,720.00	$ 52,920.00	$ -	$ 1,870.00	$ 1,870.00	$ 34,200.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00
Purchase/Depreciation	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -	$ -	$ 25,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 12,500.00	$ -	$ 12,500.00	$ -	$ -	$ -	$ 12,500.00
6. Travel	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
7. Occupancy	$ 25,200.00	$ 4,000.00	$ 29,200.00	$ -	$ 4,000.00	$ 4,000.00	$ 25,200.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ 250.00	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 40,000.00	$ -	$ 40,000.00	$ -	$ -	$ -	$ 40,000.00
10. Marketing/Communications	$ 15,000.00	$ -	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
11. Staff Education and Training	$ 12,000.00	$ -	$ 12,000.00	$ -	$ -	$ -	$ 12,000.00
12. Subcontracts/Agreements	$ 331,000.00	$ -	$ 331,000.00	$ -	$ -	$ -	$ 331,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Flex Funds	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
Respite Beds	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
Naloxone Set-aside	$ 45,000.00	$ -	$ 45,000.00	$ -	$ -	$ -	$ 45,000.00
TOTAL	$ 742,567.00	$ 92,303.00	$ 834,870.00	$ 3,000.00	$ 11,870.00	$ 14,870.00	$ 739,567.00

Indirect As A Percent of Direct: 12.4%

New Hampshire Department of Health and Human Services

Contractor Name: LRGHealthcare

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (7/1/2018-6/30/2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded
	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 184,000.00	$ 4,000.00	$ 188,000.00	$ -	$ 4,000.00	$ 4,000.00	$ 184,000.00
2. Employee Benefits	$ 41,300.00	$ 1,215.00	$ 42,515.00	$ -	$ 1,215.00	$ 1,215.00	$ 41,300.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00
Purchase/Depreciation	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00
6. Travel	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
7. Occupancy	$ 50,500.00	$ 5,050.00	$ 55,550.00	$ -	$ 5,050.00	$ 5,050.00	$ 50,500.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ 250.00	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 13,000.00	$ -	$ 13,000.00	$ -	$ -	$ -	$ 13,000.00
10. Marketing/Communications	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
11. Staff Education and Training	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
12. Subcontracts/Agreements	$ 310,000.00	$ -	$ 310,000.00	$ -	$ -	$ -	$ 310,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Flex Funds	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
Respite Beds	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
Naloxone Set-aside	$ 90,000.00	$ -	$ 90,000.00	$ -	$ -	$ -	$ 90,000.00
TOTAL	$ 774,000.00	$ 10,515.00	$ 784,515.00	$ 3,000.00	$ 10,515.00	$ 13,515.00	$ 771,000.00

Indirect As A Percent of Direct: 1.4%

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. Conditional Nature of Agreement.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

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 disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, 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, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right 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:

10/15/18
Date

Name:
Title: Kevin W. Donoval
CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

10/15/18
Date

Name: Kevin W. Donovan
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

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

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

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

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

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

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

10/15/18
Date

Name: Kevin W. Donovan
Title: CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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:

10/15/18
Date

Name: Kevin W. Dowdown
Title: CEO

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:

10/15/18
Date

Name: Kevin W. Dowd
Title: CEO

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 KWD

Date 10/15/18

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:

Kevin W. Donovan

10/15/18
Date

Name: Kevin W. Donovan
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 073968455

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: _____

A. Definitions

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

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

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

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

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

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

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

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access; which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

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

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

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

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Access and Delivery Hub for Opioid Use Disorder Services

This 3rd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at One Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 20, 2018 (Item #17A), as amended on November 14, 2018 (Item #11), and on September 18, 2019 (Item #20), (the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by $182,659, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-3 Amendment #3 Budget, with no change to the contract price limitation.

2. Modify Exhibit B-1, Budget Sheet, Overnight and Weekend Clinical Telephone Services, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by $201,300, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-4 Amendment #3 Budget Sheet, Overnight and Weekend Clinical Telephone Services with no change to the contract price limitation.

3. Add Exhibit B-3 Amendment #3 Budget, which is attached hereto and incorporated by reference herein.

4. Add Exhibit B-4 Amendment #3 Budget Sheet, Overnight and Weekend Clinical Telephone Services, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6-8-2020
Date

Name: Christine Tappan
Title: Associate Commissioner

Mary Hitchcock Memorial Hospital

5/26/2020
Date

DocuSigned by:
Leigh A. Burgess
A830584538EF404...
Name: Leigh A. Burgess
Title: VP Research Operations

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/10/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 21 (7/1/20-6/29/20)

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	$ 69,079.00	$ 20,240.00	$ 89,319.00	$ -	$ -	$ -	$ 69,079.00	$ 20,240.00	$ 89,319.00
2. Employee Benefits	$ 21,616.00	$ 6,333.00	$ 27,949.00	$ -	$ -	$ -	$ 21,616.00	$ 6,333.00	$ 27,949.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 1,900.00	$ 557.00	$ 2,457.00	$ -	$ -	$ -	$ 1,900.00	$ 557.00	$ 2,457.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 100.00	$ 29.00	$ 129.00	$ -	$ -	$ -	$ 100.00	$ 29.00	$ 129.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Flex Funds	$ 9,524.00	$ 2,791.00	$ 12,315.00	$ -	$ -	$ -	$ 9,524.00	$ 2,791.00	$ 12,315.00
Naxolone	$ 35,124.00	$ 10,291.00	$ 45,415.00	$ -	$ -	$ -	$ 35,124.00	$ 10,291.00	$ 45,415.00
Respite Vouchers	$ 3,925.00	$ 1,150.00	$ 5,075.00	$ -	$ -	$ -	$ 3,925.00	$ 1,150.00	$ 5,075.00
TOTAL	$ 141,268.00	$ 41,391.00	$ 182,659.00	$ -	$ -	$ -	$ 141,268.00	$ 41,391.00	$ 182,659.00
Indirect As A Percent of Direct		29.3%							

Contractor Initials: UB

Date: 5/26/2020

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services
(Hub Overnight Coverage)

Budget Period: SFY 21 (7/1/20-6/29/20)

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	$ 145,649.00	$ 42,675.00	$ 188,324.00	$ -	$ -	$ -	$ 145,649.00	$ 42,675.00	$ 188,324.00
2. Employee Benefits	$ 7,287.00	$ 2,135.00	$ 9,422.00	$ -	$ -	$ -	$ 7,287.00	$ 2,135.00	$ 9,422.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 2,749.00	$ 805.00	$ 3,554.00	$ -	$ -	$ -	$ 2,749.00	$ 805.00	$ 3,554.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 155,685.00	$ 45,615.00	$ 201,300.00	$ -	$ -	$ -	$ 155,685.00	$ 45,615.00	$ 201,300.00
Indirect As A Percent of Direct		29.3%							

Contractor Initials: UB

Date: 5/26/2020

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 MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **68517**

Certificate Number: **0004905338**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2020.

William M. Gardner
Secretary of State

Dartmouth-Hitchcock

DELEGATION OF SIGNATURE AUTHORITY

RESEARCH CONTRACTS AND SPONSORED PROGRAM AGREEMENTS

The authority to sign contracts, grants, consortia, center, cooperative and other research and sponsored program agreements ("Contracts") on behalf of Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic (together, "Dartmouth-Hitchcock") is delegated by the Chief Executive Officer of Dartmouth-Hitchcock to the Executive Vice President of Research and Education (and, in her absence or unavailability, to another Chief Officer of Dartmouth-Hitchcock).

The authority to sign Contracts on behalf of Dartmouth-Hitchcock *which have a funding amount not to exceed $3,000,000 and which have a term of less than five (5) years* is hereby sub-delegated by the Executive Vice President of Research and Education to the Vice President of Research Operations.

A Contract means an agreement between two or more persons that creates a legally binding obligation to do or not to do a particular thing. A Contract may be titled as an agreement, a memorandum of understanding, memorandum of agreement, a promise to pay, or may use other terminology. A Contract may or may not involve the payment of money.

Additional sub-delegation of signature authority may only be made upon written authorization of the Executive Vice President of Research and Education.

An individual with delegated/sub-delegated signature authority who signs a Contract on behalf of Dartmouth-Hitchcock has the responsibility to ensure that the Contract follows Dartmouth-Hitchcock policies, rules and guidelines and all applicable laws and regulations.

The effective date of this sub-delegation shall be the date executed by the Executive Vice President of Research and Education, as set forth below, and shall continue until revocation by the Executive Vice President of Research and Education.

Susan A. Reeves, EdD, RN
Executive Vice President of Research and Education

Date: July 23, 2018

Dartmouth-Hitchcock

Susan Reeves, EdD, RN, CENP

Chief Nursing Executive
Dartmouth-Hitchcock Health
Executive Vice President, Research & Education
Dartmouth-Hitchcock

Dartmouth-Hitchcock Medical Center
One Medical Center Drive
Lebanon, NH 03756-0001
Phone (603) 650-5706
Dartmouth-Hitchcock.org

May 13, 2020

Thomas Kaempfer
New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301

Dear Mr. Kaempfer:

At the request of the State of New Hampshire, I am writing to notify you that, as noted in the attached Delegation of Signing Authority from July 23, 2018, in her role as Vice President of Research Operations, Leigh A. Burgess, MSA, MEd, MA, continues to have authority to sign contracts on behalf of Dartmouth-Hitchcock which have a funding amount not to exceed $3,000,000 and which have a term of less than five (5) years.

Please do not hesitate to reach out should you require further documentation.

Sincerely,

Susan A. Reeves, RN

Susan A. Reeves, EdD, RN, CENP
Chief Nursing Executive
Dartmouth-Hitchcock Health
Executive Vice President, Research & Education
Dartmouth-Hitchcock

CERTIFICATE OF INSURANCE

DATE: 02/18/2020

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

INSURED
Mary Hitchcock Memorial Hospital – DH-H
One Medical Center Drive
Lebanon, NH 03756
(603)653-6850

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

COVERAGES

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

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002019-A	07/01/2019	07/01/2020	EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES	$100,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	$1,000,000
	OCCURRENCE				GENERAL AGGREGATE	$2,000,000
OTHER					PRODUCTS-COMP/OP AGG	$1,000,000
PROFESSIONAL LIABILITY					EACH CLAIM	
	CLAIMS MADE				ANNUAL AGGREGATE	
	OCCURENCE					
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

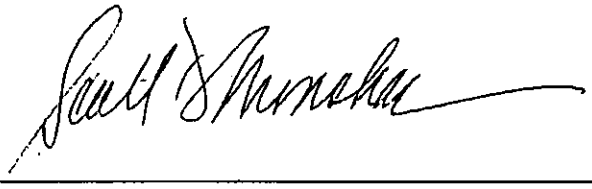
Certificate of Insurance issued as evidence of insurance for services provided as part of the DHHS Injury Prevention Program.

CERTIFICATE HOLDER

NH Dept of Health & Human Services
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVES



DARTHIT-01 ASTOBERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/18/2020

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

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

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Rita Durgin PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: rita.durgin@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Safety National Casualty Corporation — 15105
INSURED Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			AG4061049	7/1/2019	7/1/2020	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							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)
Evidence of Workers Compensation coverage for Dartmouth-Hitchcock Health

CERTIFICATE HOLDER

NH DHHS
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

Dartmouth-Hitchcock

Mission, Vision, & Values

Our Mission

We advance health through research, education, clinical practice, and community partnerships, providing each person the best care, in the right place, at the right time, every time.

Our Vision

Achieve the healthiest population possible, leading the transformation of health care in our region and setting the standard for our nation.

Values

- Respect
- Integrity
- Commitment
- Transparency
- Trust
- Teamwork
- Stewardship
- Community

Dartmouth-Hitchcock Health and Subsidiaries

Report on Federal Awards in Accordance With the Uniform Guidance
June 30, 2019
EIN #02–0222140

Dartmouth-Hitchcock Health and Subsidiaries
Index
June 30, 2019

Part I

Financial Statements and Schedule of Expenditures of Federal Awards

Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2019 and 2018, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Health System's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2019 and 2018, and the results of their operations, changes in net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, the Health System changed the manner in which it accounts for revenue recognition from contracts with customers and the manner in which it presents net assets and reports certain aspects of its financial statements as a not-for-profit entity in 2019. Our opinion is not modified with respect to this matter.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of its operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards for the year ended June 30, 2019 is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and is not a required part of the consolidated financial statements. The information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In

our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 26, 2019 on our consideration of the Health System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters for the year ended June 30, 2019. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Health System's internal control over financial reporting and compliance.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 26, 2019

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Assets		
Current assets		
Cash and cash equivalents	$ 143,587	$ 200,169
Patient accounts receivable, net of estimated uncollectible of $132,228 at June 30, 2018 (Note 4)	221,125	219,228
Prepaid expenses and other current assets	95,495	97,502
Total current assets	460,207	516,899
Assets limited as to use (Notes 5 and 7)	876,249	706,124
Other investments for restricted activities (Notes 5 and 7)	134,119	130,896
Property, plant, and equipment, net (Note 6)	621,256	607,321
Other assets	124,471	108,785
Total assets	$ 2,216,302	$ 2,070,025
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	$ 10,914	$ 3,464
Current portion of liability for pension and other postretirement plan benefits (Note 11)	3,468	3,311
Accounts payable and accrued expenses (Note 13)	113,817	95,753
Accrued compensation and related benefits	128,408	125,576
Estimated third-party settlements (Note 4)	41,570	41,141
Total current liabilities	298,177	269,245
Long-term debt, excluding current portion (Note 10)	752,180	752,975
Insurance deposits and related liabilities (Note 12)	58,407	55,516
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	281,009	242,227
Other liabilities	124,136	88,127
Total liabilities	1,513,909	1,408,090
Commitments and contingencies (Notes 4, 6, 7, 10, and 13)		
Net assets		
Net assets without donor restrictions (Note 9)	559,933	524,102
Net assets with donor restrictions (Notes 8 and 9)	142,460	137,833
Total net assets	702,393	661,935
Total liabilities and net assets	$ 2,216,302	$ 2,070,025

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Operating revenue and other support		
Patient service revenue	$ 1,999,323	$ 1,899,095
Provision for bad debts (Notes 2 and 4)	-	47,367
Net patient service revenue	1,999,323	1,851,728
Contracted revenue (Note 2)	75,017	54,969
Other operating revenue (Notes 2 and 5)	210,698	148,946
Net assets released from restrictions	14,105	13,461
Total operating revenue and other support	2,299,143	2,069,104
Operating expenses		
Salaries	1,062,551	989,263
Employee benefits	251,591	229,683
Medical supplies and medications	407,875	340,031
Purchased services and other	323,435	291,372
Medicaid enhancement tax (Note 4)	70,061	67,692
Depreciation and amortization	88,414	84,778
Interest (Note 10)	25,514	18,822
Total operating expenses	2,229,441	2,021,641
Operating income (loss)	69,702	47,463
Nonoperating gains (losses)		
Investment income, net (Note 5)	40,052	40,387
Other losses, net (Note 10)	(3,562)	(2,908)
Loss on early extinguishment of debt	(87)	(14,214)
Loss due to swap termination	-	(14,247)
Total nonoperating gains, net	36,403	9,018
Excess of revenue over expenses	$ 106,105	$ 56,481

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Net assets without donor restrictions		
Excess of revenue over expenses	$ 106,105	$ 56,481
Net assets released from restrictions	1,769	16,313
Change in funded status of pension and other postretirement benefits (Note 11)	(72,043)	8,254
Other changes in net assets	-	(185)
Change in fair value of interest rate swaps (Note 10)	-	4,190
Change in interest rate swap effectiveness	-	14,102
Increase in net assets without donor restrictions	35,831	99,155
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	17,436	14,171
Investment income, net	2,682	4,354
Net assets released from restrictions	(15,874)	(29,774)
Contribution of assets with donor restrictions from acquisition	383	-
Increase (decrease) in net assets with donor restrictions	4,627	(11,249)
Change in net assets	40,458	87,906
Net assets		
Beginning of year	661,935	574,029
End of year	$ 702,393	$ 661,935

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Cash flows from operating activities		
Change in net assets	$ 40,458	$ 87,906
Adjustments to reconcile change in net assets to net cash provided by operating and nonoperating activities		
Change in fair value of interest rate swaps	-	(4,897)
Provision for bad debt	-	47,367
Depreciation and amortization	88,770	84,947
Change in funded status of pension and other postretirement benefits	72,043	(8,254)
(Gain) on disposal of fixed assets	(1,101)	(125)
Net realized gains and change in net unrealized gains on investments	(31,397)	(45,701)
Restricted contributions and investment earnings	(2,292)	(5,460)
Proceeds from sales of securities	1,167	1,531
Loss from debt defeasance	-	14,214
Changes in assets and liabilities		
Patient accounts receivable, net	(1,803)	(29,335)
Prepaid expenses and other current assets	2,149	(8,299)
Other assets, net	(9,052)	(11,665)
Accounts payable and accrued expenses	17,898	19,693
Accrued compensation and related benefits	2,335	10,665
Estimated third-party settlements	429	13,708
Insurance deposits and related liabilities	2,378	4,556
Liability for pension and other postretirement benefits	(33,104)	(32,399)
Other liabilities	12,267	(2,421)
Net cash provided by operating and nonoperating activities	161,145	136,031
Cash flows from investing activities		
Purchase of property, plant, and equipment	(82,279)	(77,598)
Proceeds from sale of property, plant, and equipment	2,188	-
Purchases of investments	(361,407)	(279,407)
Proceeds from maturities and sales of investments	219,996	273,409
Cash received through acquisition	4,863	-
Net cash used in investing activities	(216,639)	(83,596)
Cash flows from financing activities		
Proceeds from line of credit	30,000	50,000
Payments on line of credit	(30,000)	(50,000)
Repayment of long-term debt	(29,490)	(413,104)
Proceeds from issuance of debt	26,338	507,791
Repayment of interest rate swap	-	(16,019)
Payment of debt issuance costs	(228)	(4,892)
Restricted contributions and investment earnings	2,292	5,460
Net cash (used in) provided by financing activities	(1,088)	79,236
(Decrease) increase in cash and cash equivalents	(56,582)	131,671
Cash and cash equivalents		
Beginning of year	200,169	68,498
End of year	$ 143,587	$ 200,169
Supplemental cash flow information		
Interest paid	$ 23,977	$ 18,029
Net assets acquired as part of acquisition, net of cash aquired	(4,863)	-
Noncash proceeds from issuance of debt	-	137,281
Use of noncash proceeds to refinance debt	-	137,281
Construction in progress included in accounts payable and accrued expenses	1,546	1,569
Equipment acquired through issuance of capital lease obligations	-	17,670
Donated securities	1,167	1,531

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

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic and Subsidiaries (DHC), Mary Hitchcock Memorial Hospital and Subsidiaries (MHMH), (DHC and MHMH together are referred to as D-H), The New London Hospital Association and Subsidiaries (NLH), Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) and Subsidiaries (MAHHC), Cheshire Medical Center and Subsidiaries (Cheshire), Alice Peck Day Memorial Hospital and, effective July 1, 2018, Subsidiary (APD), and the Visiting Nurse and Hospice for Vermont and New Hampshire and Subsidiaries (VNH). The "Health System" consists of D-HH, its members and their subsidiaries.

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

D-HH, Dartmouth-Hitchcock Clinic, Mary Hitchcock Memorial Hospital, The New London Hospital Association, Cheshire Medical Center, and Alice Peck Day Memorial Hospital are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). Windsor Hospital Corporation and the Visiting Nurse and Hospice of VT and NH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

Community Benefits
The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

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

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

- *Community Health Services* include activities carried out to improve community health and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

- *Health Professions Education* includes uncompensated costs of training medical students, Residents, nurses, and other health care professionals.

- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.

- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.

- *Financial Contributions* include financial contributions of cash, as well as in-kind contributions such as time, supplies, and expertise to local organizations to address community health needs.

- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges as well as social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement.

- *Community Benefit Operations* includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.

- *Charity Care and Costs of Government Sponsored Health Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs, and uncompensated costs of providing health care services to patients who are Medicaid Beneficiaries.

- *The uncompensated cost of care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2018 was approximately $139,683,000. The 2019 Community Benefits Reports are expected to be filed in February 2020.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2018:

(in thousands of dollars)

Government-sponsored healthcare services	$	246,064
Health professional education		33,067
Charity care		13,243
Subsidized health services		11,993
Community health services		6,570
Research		5,969
Community building activities		2,540
Financial contributions		2,360
Community benefit operations		1,153
Total community benefit value	$	322,959

2. Summary of Significant Accounting Policies

Basis of Presentation

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

Use of Estimates

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

Excess of Revenue Over Expenses

The consolidated statements of operations and changes in net assets include the excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on investments of net assets without donor restrictions, which are utilized to provide charity and other operational support. Peripheral activities, including contribution of net assets without donor restrictions from acquisitions, loss on early extinguishment of debt, loss due to swap termination, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as nonoperating gains (losses).

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

Charity Care

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

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

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

Contracted Revenue
The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

Other Revenue
The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. Other revenue primarily consists of revenue from retail pharmacy, which the Health System records as customer revenues in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription. Other revenue also includes joint operating agreements, grant revenue, cafeteria sales and other support service revenue.

Cash Equivalents
Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

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

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a nondistressed basis.

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

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

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

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

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

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

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

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

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

period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

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

Bond Issuance Costs
Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within interest expense in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Intangible Assets and Goodwill
The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place. The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded $10,524,000 and $2,462,000 as intangible assets associated with its affiliations as of June 30, 2019 and 2018, respectively.

Derivative Instruments and Hedging Activities
The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which require that all derivative instruments be recorded at their respective fair values in the consolidated balance sheets.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets, specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly

effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in net assets without donor restrictions until earnings are affected by the variability in cash flows of the designated hedged item. The ineffective portion of the change in fair value of a cash flow hedge is reported in excess of revenue over expenses in the consolidated statements of operations and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess of revenue over expenses.

Gifts

Gifts without donor restrictions are recorded net of related expenses as nonoperating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

Recently Issued Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09 - *Revenue from Contracts with Customers (ASC 606)* and in August 2015, the FASB amended the guidance to defer the effective date of this standard by one year. ASU 2014-09 affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards. The core principle of the guidance in ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Health System adopted ASU 2014-09 effective July 1, 2018 under the modified retrospective method, and has provided the new disclosures required post implementation. For example, patient accounts receivable are shown net of the allowance for doubtful accounts of approximately $132,228,000 as of June 30, 2018 on the consolidated balance sheet. If an allowance for doubtful accounts had been presented as of June 30, 2019, it would have been approximately $121,544,000. While the adoption of ASU 2014-09 has had a material effect on the presentation of revenues in the Health System's consolidated statements of operations and changes in net assets, and has had an impact on certain disclosures, it has not materially impacted the financial position, results of operations or cash flows. Refer to Note 4, Patient Service Revenue and Accounts Receivable, for further details.

In February 2016, the FASB issued ASU 2016-02 – *Leases (Topic 842)*, which requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal years beginning after December 15, 2018, or fiscal year 2020 for the Health System. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) was early adopted during the year ended June 30, 2017.

In August 2016, the FASB issued ASU 2016-14 - *Presentation of Financial Statements for Not-for-Profit Entities*. The new pronouncement amends certain financial reporting requirements for not-for-profit entities. It reduces the number of classes of net assets from three to two: net assets with donor restrictions includes amount previously disclosed as both temporarily and permanently restricted net assets, net assets without donor restrictions includes amounts previously disclosed as unrestricted net assets. It expands the disclosure of expenses by both natural and functional classification. It adds quantitative and qualitative disclosures about liquidity and availability of resources. The ASU is effective for the Health System for the year ending June 30, 2019. The Health System has adopted this ASU on a retrospective basis, except for the presentation of expenses based on natural and functional classification and the discussion of liquidity, as permitted in the ASU. Please refer to Note 14, Functional Expenses, and Note 15, Liquidity.

In June 2018, the FASB issued ASU 2018-08, Not–for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made. The new pronouncement was intended to assist entities in evaluating whether transactions should be accounted for as contributions or exchange transactions and whether a contribution is conditional. This ASU was effective for the Health System on July 1, 2018 on a modified prospective basis and did not have a significant impact on the consolidated financial statements of the Health System.

3. Acquisitions

Effective July 1, 2018, Alice Peck Day Memorial Hospital became the sole corporate member of APD LifeCare Center Inc. (LifeCare). LifeCare owns and operates Harvest Hill, an assisted living facility, the Woodlands, a residential living community and the Elizabeth S. Hughes Care Unit, which provides hospice care.

In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, Alice Peck Day Memorial Hospital recorded goodwill related to the acquisition of LifeCare of approximately $5,131,000. Restricted contribution income of $383,000 was recorded within net assets with donor restrictions in the accompanying consolidated statement of changes in net assets. Included in the transaction was LifeCare's cash balance of $4,863,000. No consideration was exchanged for the net assets assumed and acquisition costs were expensed as incurred. LifeCare's financial position, results of operations and changes in net assets are included in the consolidated financial statements as of and for the year ended June 30, 2019.

4. Patient Service Revenue and Accounts Receivable

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

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

Generally, the Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Health System has elected to apply the optional exemption provided in ASC 606-10-50-14a and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. This generally refers to inpatient services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

Established charges represent gross charges. They are not the same as actual pricing, and they generally do not reflect what a hospital is ultimately entitled to for services it provides. Therefore, they are not displayed in the Health System's consolidated statements of operations and changes in net assets.

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

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

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

- Inpatient acute, swing, and outpatient services furnished by critical access hospitals ("CAH") are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, excluding ambulance services and inpatient hospice care.

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

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

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

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

The Health System is not aware of any claims, disputes, or unsettled matters with any payer that would materially affect its revenues for which it has not adequately provided in the accompanying Health System's consolidated financial statements.

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

During fiscal year 2016, Vermont state legislation passed changes to the tax base for home health providers from 19.30% of core home health care services (primarily Medicaid services) with a cap of 6% of net patient service revenue to 3.63% of net patient revenue for fiscal year 2017 and fiscal year 2018. Home health provider tax paid, which is included in other operating expenses, was $628,000 and $737,000 in 2019 and 2018, respectively.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax (MET) Senate Bill 369. As part of the agreement, the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation. As part of the MET Agreement Effective July 1, 2014, a "Trust / Lock Box" dedicated funding mechanism will be established for receipt and distribution of all MET proceeds with all monies used exclusively to support Medicaid services.

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (NH Hospitals) signed a new settlement agreement and multi-year plan for Disproportionate Share Hospital (DSH) payments, with provisions to create alternative payments should there be federal changes to the DSH program by the United States Congress. The agreement may change or limit federal matching funds for MET when used to support DSH payments to hospitals and the Medicaid program, or change the definition of Uncompensated Care (UCC) for purposes of calculating DSH or other allowable uncompensated care payments. The term of the agreement is through state fiscal year (SFY) 2024. Under the agreement, the NH Hospitals forgo approximately $28,000,000 of DSH payment for SFY 2018 and 2019, in consideration of the State agreeing to form a pool of funds to make directed payments or otherwise increase rates to hospitals for SFY 2020 through 2024. The Federal share of payments to NH Hospitals are contingent upon the receipt of matching funds from Centers for Medicare & Medicaid Services (CMS) in the covered years. In the event that, due to changes in federal law, the State is unable to make payments in a way that ensures the federal matching funds are available, the Parties will meet and confer to negotiate in good faith an appropriate amendment to this agreement consistent with the intent of this agreement. The State is required to maintain the UCC Dedicated Fund pursuant to earlier agreements. The agreement prioritizes payments of funds to critical access hospitals at 75% of allowable UCC, the remainder thereafter is distributed to other NH Hospitals in proportion to their allowable uncompensated care amounts. During the term of this agreement, the NH Hospitals are barred from bringing a new claim in federal or state court or at Department of Revenue Administration (DRA) related to the constitutionality of MET.

During the years ended June 30, 2019 and 2018, the Health System received DSH payments of approximately, $69,179,000 and $66,383,000, respectively. DSH payments are subject to audit pursuant to the agreement with the state and therefore, for the years ended June 30, 2019 and 2018, the Health System recognized as revenue DSH receipts of approximately $64,864,000 and approximately $54,469,000, respectively.

During the years ended June 30, 2019 and 2018, the Health System recorded State of NH Medicaid Enhancement Tax ("MET") and State of VT Provider tax of $70,061,000 and $67,692,000, respectively. The taxes are calculated at 5.5% for NH and 6% for VT of certain net patient service revenues in accordance with instructions received from the States. The Provider taxes are included in operating expenses in the consolidated statements of operations and changes in net assets.

Implicit Price Concessions

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

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

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care using the most likely amount. These settlements are estimated based on the terms of the payment agreement with the payer, correspondence from the payer and historical settlement activity, including assessments to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews or investigations. As of June 30, 2019 and 2018, the Health System had $52,470,000 and $52,041,000, respectively, reserved for estimated third-party settlements.

For the years ended June 30, 2019 and 2018, additional increases (decreases) in revenue of $1,800,000 and ($5,604,000), respectively, was recognized due to changes in its prior years related to estimated third-party settlements.

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

The table below shows the Health System's sources of net operating revenues presented at the net transaction price for the years ended June 30, 2019 and 2018.

	2019		
(in thousands of dollars)	**PPS**	**CAH**	**Total**
Hospital			
Medicare	$ 456,197	$ 72,193	$ 528,390
Medicaid	134,727	12,794	147,521
Commercial	746,647	64,981	811,628
Self pay	8,811	2,313	11,124
	1,346,382	152,281	1,498,663
Professional			
Professional	454,425	23,707	478,132
VNH			22,528
Other revenue			285,715
Total operating revenue and other support	$ 1,800,807	$ 175,988	$ 2,285,038

	2018		
(in thousands of dollars)	**PPS**	**CAH**	**Total**
Hospital			
Medicare	$ 432,251	$ 76,522	$ 508,773
Medicaid	117,019	10,017	127,036
Commercial	677,162	65,916	743,078
Self pay	10,687	2,127	12,814
	1,237,119	154,582	1,391,701
Professional			
Professional	412,605	24,703	437,308
VNH			22,719
Other revenue			203,915
Total operating revenue and other support	$ 1,649,724	$ 179,285	$ 2,055,643

Accounts Receivable

The principal components of patient accounts receivable as of June 30, 2019 and 2018 are as follows:

(in thousands of dollars)	2019	2018
Patient accounts recivable	$ 221,125	$ 351,456
Less: Allowance for doubtful accounts	-	(132,228)
Patient accounts receivable	$ 221,125	$ 219,228

The following table categorizes payors into four groups based on their respective percentages of gross patient accounts receivable as of June 30, 2019 and 2018:

	2019	2018
Medicare	34 %	34 %
Medicaid	12	14
Commercial	41	40
Self pay	13	12
Patient accounts receivable	100 %	100 %

5. Investments

The composition of investments at June 30, 2019 and 2018 is set forth in the following table:

(in thousands of dollars)	2019	2018
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 21,890	$ 8,558
U.S. government securities	91,492	50,484
Domestic corporate debt securities	196,132	109,240
Global debt securities	83,580	110,944
Domestic equities	167,384	142,796
International equities	128,909	106,668
Emerging markets equities	23,086	23,562
Real estate investment trust	213	816
Private equity funds	64,563	50,415
Hedge funds	32,287	32,831
	809,536	636,314
Investments held by captive insurance companies (Note 12)		
U.S. government securities	23,241	30,581
Domestic corporate debt securities	11,378	16,764
Global debt securities	10,080	4,513
Domestic equities	14,617	8,109
International equities	6,766	7,971
	66,082	67,938
Held by trustee under indenture agreement (Note 10)		
Cash and short-term investments	631	1,872
Total assets limited as to use	876,249	706,124
Other investments for restricted activities		
Cash and short-term investments	6,113	4,952
U.S. government securities	32,479	28,220
Domestic corporate debt securities	29,089	29,031
Global debt securities	11,263	14,641
Domestic equities	20,981	20,509
International equities	15,531	17,521
Emerging markets equities	2,578	2,155
Real estate investment trust	-	954
Private equity funds	7,638	4,878
Hedge funds	8,414	8,004
Other	33	31
Total other investments for restricted activities	134,119	130,896
Total investments	$ 1,010,368	$ 837,020

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a nondistressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2019 and 2018. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

	2019		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 28,634	$ -	$ 28,634
U.S. government securities	147,212	-	147,212
Domestic corporate debt securities	164,996	71,603	236,599
Global debt securities	55,520	49,403	104,923
Domestic equities	178,720	24,262	202,982
International equities	76,328	74,878	151,206
Emerging markets equities	1,295	24,369	25,664
Real estate investment trust	213	-	213
Private equity funds	-	72,201	72,201
Hedge funds	-	40,701	40,701
Other	33	-	33
	$ 652,951	$ 357,417	$ 1,010,368

	2018		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 15,382	$ -	$ 15,382
U.S. government securities	109,285	-	109,285
Domestic corporate debt securities	95,481	59,554	155,035
Global debt securities	49,104	80,994	130,098
Domestic equities	157,011	14,403	171,414
International equities	60,002	72,158	132,160
Emerging markets equities	1,296	24,421	25,717
Real estate investment trust	222	1,548	1,770
Private equity funds	-	55,293	55,293
Hedge funds	-	40,835	40,835
Other	31	-	31
	$ 487,814	$ 349,206	$ 837,020

Investment income is comprised of the following for the years ended June 30, 2019 and 2018:

(in thousands of dollars)	2019	2018
Net assets without donor restrictions		
Interest and dividend income, net	$ 11,333	$ 12,324
Net realized gains on sales of securities	17,419	24,411
Change in net unrealized gains on investments	12,283	4,612
	41,035	41,347
Net assets with donor restrictions		
Interest and dividend income, net	987	1,526
Net realized gains on sales of securities	2,603	1,438
Change in net unrealized gains on investments	(908)	1,390
	2,682	4,354
	$ 43,717	$ 45,701

For the years ended June 30, 2019 and 2018 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately $983,000 and $960,000 and as nonoperating gains of approximately $40,052,000 and $40,387,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2019 and 2018, the Health System has committed to contribute approximately $164,319,000 and $137,219,000 to such funds, of which the Health System has contributed approximately $109,584,000 and $91,942,000 and has outstanding commitments of $54,735,000 and $45,277,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2019 and 2018:

(in thousands of dollars)	2019	2018
Land	$ 38,232	$ 38,058
Land improvements	42,607	42,295
Buildings and improvements	898,050	876,537
Equipment	888,138	818,902
Equipment under capital leases	15,809	20,966
	1,882,836	1,796,758
Less: Accumulated depreciation and amortization	1,276,746	1,200,549
Total depreciable assets, net	606,090	596,209
Construction in progress	15,166	11,112
	$ 621,256	$ 607,321

As of June 30, 2019, construction in progress primarily consists of an addition to the ambulatory surgical center located in Manchester, NH as well as renovations taking place at the various pharmacy locations to bring their facilities compliant with Regulation USP800. The estimated cost to complete the ambulatory surgical center at June 30, 2019 is approximately $59,000,000 over the next two fiscal years while the pharmacy renovation is estimated to cost approximately $6,300,000 over the next fiscal year.

The construction in progress reported as of June 30, 2018 for the building renovations taking place at the birthing pavilion in Lebanon, NH was completed during the first quarter of fiscal year 2019 and the information systems PeopleSoft project for Alice Peck Day Memorial Hospital and Cheshire was completed in the fourth quarter of fiscal year 2019.

Depreciation and amortization expense included in operating and nonoperating activities was approximately $88,496,000 and $84,729,000 for 2019 and 2018, respectively.

7. Fair Value Measurements

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

Cash and Short-Term Investments
Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

Domestic, Emerging Markets and International Equities
Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. Government Securities, Domestic Corporate and Global Debt Securities
Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Health System believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2019 and 2018:

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 28,634	$ -	$ -	$ 28,634	Daily	1
U.S. government securities	147,212	-	-	147,212	Daily	1
Domestic corporate debt securities	34,723	130,273	-	164,996	Daily–Monthly	1–15
Global debt securities	28,412	27,108	-	55,520	Daily–Monthly	1–15
Domestic equities	171,318	7,402	-	178,720	Daily–Monthly	1–10
International equities	76,295	33	-	76,328	Daily–Monthly	1–11
Emerging market equities	1,295	-	-	1,295	Daily–Monthly	1–7
Real estate investment trust	213	-	-	213	Daily–Monthly	1–7
Other	-	33	-	33	Not applicable	Not applicable
Total investments	488,102	164,849	-	652,951		
Deferred compensation plan assets						
Cash and short-term investments	2,952	-	-	2,952		
U.S. government securities	45	-	-	45		
Domestic corporate debt securities	4,932	-	-	4,932		
Global debt securities	1,300	-	-	1,300		
Domestic equities	22,403	-	-	22,403		
International equities	3,576	-	-	3,576		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	48,941	-	-	48,941		
Guaranteed contract	-	-	89	89		
Total deferred compensation plan assets	84,187	-	89	84,276	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,301	9,301	Not applicable	Not applicable
Total assets	$ 572,289	$ 164,849	$ 9,390	$ 746,528		

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 15,382	$ -	$ -	$ 15,382	Daily	1
U.S. government securities	109,285	-	-	109,285	Daily	1
Domestic corporate debt securities	41,488	53,993	-	95,481	Daily–Monthly	1–15
Global debt securities	32,874	16,230	-	49,104	Daily–Monthly	1–15
Domestic equities	157,011	-	-	157,011	Daily–Monthly	1–10
International equities	59,924	78	-	60,002	Daily–Monthly	1–11
Emerging market equities	1,296	-	-	1,296	Daily–Monthly	1–7
Real estate investment trust	222	-	-	222	Daily–Monthly	1–7
Other	-	31	-	31	Not applicable	Not applicable
Total investments	417,482	70,332	-	487,814		
Deferred compensation plan assets						
Cash and short-term investments	2,637	-	-	2,637		
U.S. government securities	38	-	-	38		
Domestic corporate debt securities	3,749	-	-	3,749		
Global debt securities	1,089	-	-	1,089		
Domestic equities	18,470	-	-	18,470		
International equities	3,584	-	-	3,584		
Emerging market equities	28	-	-	28		
Real estate	9	-	-	9		
Multi strategy fund	46,680	-	-	46,680		
Guaranteed contract	-	-	86	86		
Total deferred compensation plan assets	76,284	-	86	76,370	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,374	9,374	Not applicable	Not applicable
Total assets	$ 493,766	$ 70,332	$ 9,460	$ 573,558		

The following table is a rollforward of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

	2019		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,374	$ 86	$ 9,460
Net unrealized gains (losses)	(73)	3	(70)
Balances at end of year	$ 9,301	$ 89	$ 9,390

	2018		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,244	$ 83	$ 9,327
Net unrealized gains	130	3	133
Balances at end of year	$ 9,374	$ 86	$ 9,460

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2019 and 2018.

8. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2019 and 2018:

(in thousands of dollars)	2019	2018
Healthcare services	$ 20,140	$ 19,570
Research	26,496	24,732
Purchase of equipment	3,273	3,068
Charity care	12,494	13,667
Health education	19,833	18,429
Other	3,841	2,973
Investments held in perpetuity	56,383	55,394
	$ 142,460	$ 137,833

Income earned on donor restricted net assets held in perpetuity is available for these purposes.

9. Board Designated and Endowment Funds

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

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

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

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

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

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

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2019 and 2018.

Endowment net asset composition by type of fund consists of the following at June 30, 2019 and 2018:

	2019		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 78,268	$ 78,268
Board-designated endowment funds	31,421	-	31,421
Total endowed net assets	$ 31,421	$ 78,268	$ 109,689

	2018		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 78,197	$ 78,197
Board-designated endowment funds	29,506	-	29,506
Total endowed net assets	$ 29,506	$ 78,197	$ 107,703

Changes in endowment net assets for the years ended June 30, 2019 and 2018 are as follows:

	2019		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Balances at beginning of year	$ 29,506	$ 78,197	$ 107,703
Net investment return	1,184	2,491	3,675
Contributions	804	1,222	2,026
Transfers	(73)	(1,287)	(1,360)
Release of appropriated funds	-	(2,355)	(2,355)
Balances at end of year	$ 31,421	$ 78,268	$ 109,689

	2018		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Balances at beginning of year	$ 26,389	$ 75,457	$ 101,846
Net investment return	3,112	4,246	7,358
Contributions	-	1,121	1,121
Transfers	5	(35)	(30)
Release of appropriated funds	-	(2,592)	(2,592)
Balances at end of year	$ 29,506	$ 78,197	$ 107,703

10. Long-Term Debt

A summary of long-term debt at June 30, 2019 and 2018 is as follows:

(in thousands of dollars)	2019	2018
Variable rate issues		
New Hampshire Health and Education facilities Authority (NHHEFA) revenue bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2037 (1)	$ 83,355	$ 83,355
Fixed rate issues		
New Hampshire Health and Education facilities Authority revenue bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2017A, principal maturing in varying annual amounts, through August 2040 (2)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (2)	109,800	109,800
Series 2014A, principal maturing in varying annual amounts, through August 2022 (3)	26,960	26,960
Series 2018C, principal maturing in varying annual amounts, through August 2030 (4)	25,865	-
Series 2012, principal maturing in varying annual amounts, through July 2039 (5)	25,145	25,955
Series 2014B, principal maturing in varying annual amounts, through August 2033 (3)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (6)	10,970	10,970
Total variable and fixed rate debt	$ 722,162	$ 697,107

A summary of long-term debt at June 30, 2019 and 2018 is as follows:

(in thousands of dollars)	2019	2018
Other		
Series 2010, principal maturing in varying annual amounts, through August 2040 (7)*	$ -	$ 15,498
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment*	445	646
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building. The note payable is interest free*	323	380
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046*	2,629	2,697
Obligations under capital leases	17,526	18,965
Total other debt	20,923	38,186
Total variable and fixed rate debt	722,162	697,107
Total long-term debt	743,085	735,293
Less: Original issue discounts and premiums, net	(25,542)	(26,862)
Bond issuance costs, net	5,533	5,716
Current portion	10,914	3,464
	$ 752,180	$ 752,975

* Represents nonobligated group bonds

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	
2020	$ 10,914
2021	10,693
2022	10,843
2023	7,980
2024	3,016
Thereafter	699,639
	$ 743,085

Dartmouth-Hitchcock Obligated Group (DHOG) Bonds
MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of D-HH, MHMH, DHC, Cheshire, NLH, MAHHC, and, effective August 15, 2018, APD. D-HH is designated as the obligated group agent.

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

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

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018. The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A. The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations. A loss on the extinguishment of debt of approximately $578,000 was recognized in nonoperating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5.00% and matures in variable amounts through 2037. The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4.18% and matures in variable amounts through 2048.

(2) Series 2017A and Series 2017B Revenue Bonds

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

(3) Series 2014A and Series 2014B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

(4) Series 2018C Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018C in August, 2018. The Series 2018C Revenue Bonds were used primarily to refinance the Series 2010 Revenue Bonds. The interest on the series 2018C Revenue Bonds is fixed with an interest rate of 3.22% and matures in variable amounts through 2030.

(5) Series 2012 Revenue Bonds

The NHHEFA issued $29,650,000 of tax-exempt Revenue Bonds, Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%), and matures in variable amounts through 2039.

(6) Series 2016B Revenue Bonds

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

Outstanding joint and several indebtedness of the DHOG at June 30, 2019 and 2018 approximates $722,162,000 and $697,107,000, respectively.

Non Obligated Group Bonds
(1) Series 2010 Revenue Bonds

The Business Finance Authority (BFA) of the State of NH issued Revenue Bonds, Series 2010. Interest is based on an annual percentage rate equal to the sum of (a) 69% of the 1-Month LIBOR rate plus (b) 1.8975/5. The Health System redeemed these bonds in August 2018.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $631,000 and $1,872,000 at June 30, 2019 and 2018, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 5). The debt service reserves are mainly comprised of escrowed funds held for future principal and interest payments.

For the years ended June 30, 2019 and 2018 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately $25,514,000 and $18,822,000 and other nonoperating losses of $3,784,000 and $2,793,000, respectively.

Swap Agreements
The Health System is subject to market risks such as changes in interest rates that arise from normal business operation. The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

As of June 30, 2019 and 2018, there was no liability for interest rate swaps as all remaining swaps were terminated in February 2018. For the year ended June 30, 2018, the Health System recognized a nonoperating loss due to swap termination of $14,247,000 relating to the swap termination. The change in fair value during the year ended June 30, 2018 was a decrease of $4,897,000. For the year ended June 30, 2018 the Health System recognized a nonoperating gain of $145,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define contribution plans. In addition, certain members provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

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

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

Defined Benefit Plans
Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2019 and 2018:

(in thousands of dollars)	2019	2018
Service cost for benefits earned during the year	$ 150	$ 150
Interest cost on projected benefit obligation	47,814	47,190
Expected return on plan assets	(65,270)	(64,561)
Net loss amortization	10,357	10,593
Total net periodic pension expense	$ (6,949)	$ (6,628)

The following assumptions were used to determine net periodic pension expense as of June 30, 2019 and 2018:

	2019	2018
Discount rate	3.90 % – 4.60%	4.00 % – 4.30 %
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50%	7.50 % – 7.75 %

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2019 and 2018:

(in thousands of dollars)	2019	2018
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,087,940	$ 1,122,615
Service cost	150	150
Interest cost	47,814	47,190
Benefits paid	(51,263)	(47,550)
Expenses paid	(170)	(172)
Actuarial (gain) loss	93,358	(34,293)
Settlements	(42,306)	-
Benefit obligation at end of year	1,135,523	1,087,940
Change in plan assets		
Fair value of plan assets at beginning of year	884,983	878,701
Actual return on plan assets	85,842	33,291
Benefits paid	(51,263)	(47,550)
Expenses paid	(170)	(172)
Employer contributions	20,631	20,713
Settlements	(42,306)	-
Fair value of plan assets at end of year	897,717	884,983
Funded status of the plans	(237,806)	(202,957)
Less: Current portion of liability for pension	(46)	(45)
Long term portion of liability for pension	(237,760)	(202,912)
Liability for pension	$ (237,760)	$ (202,912)

As of June 30, 2019 and 2018 the liability, for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include approximately $478,394,000 and $418,971,000 of net actuarial loss as of June 30, 2019 and 2018, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2020 for net actuarial losses is $12,032,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,135,770,000 and $1,087,991,000 at June 30, 2019 and 2018, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2019 and 2018:

	2019	2018
Discount rate	4.20% - 4.50%	4.20 % – 4.50 %
Rate of increase in compensation	N/A	N/A

The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of both June 30, 2019 and 2018, it is expected that the LDI strategy will hedge approximately 60% of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

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

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3 %
U.S. government securities	0–10	5
Domestic debt securities	20–58	38
Global debt securities	6–26	8
Domestic equities	5–35	19
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	0
Private equity funds	0–5	0
Hedge funds	5–18	11

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

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

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

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2019 and 2018:

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 166	$ 18,232	$ -	$ 18,398	Daily	1
U.S. government securities	48,580	-	-	48,580	Daily–Monthly	1–15
Domestic debt securities	122,178	273,424	-	395,602	Daily–Monthly	1–15
Global debt securities	428	75,146	-	75,574	Daily–Monthly	1–15
Domestic equities	159,259	18,316	-	177,575	Daily–Monthly	1–10
International equities	17,232	77,146	-	94,378	Daily–Monthly	1–11
Emerging market equities	321	39,902	-	40,223	Daily–Monthly	1–17
REIT funds	357	2,883	-	3,240	Daily–Monthly	1–17
Private equity funds	-	-	21	21	See Note 7	See Note 7
Hedge funds	-	-	44,126	44,126	Quarterly–Annual	60–96
Total investments	$ 348,521	$ 505,049	$ 44,147	$ 897,717		

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 142	$ 35,817	$ -	$ 35,959	Daily	1
U.S. government securities	46,265	-	-	46,265	Daily–Monthly	1–15
Domestic debt securities	144,131	220,202	-	364,333	Daily–Monthly	1–15
Global debt securities	470	74,676	-	75,146	Daily–Monthly	1–15
Domestic equities	158,634	17,594	-	176,228	Daily–Monthly	1–10
International equities	18,656	80,803	-	99,459	Daily–Monthly	1–11
Emerging market equities	382	39,881	-	40,263	Daily–Monthly	1–17
REIT funds	371	2,686	-	3,057	Daily–Monthly	1–17
Private equity funds	-	-	23	23	See Note 7	See Note 7
Hedge funds	-	-	44,250	44,250	Quarterly–Annual	60–96
Total investments	$ 369,051	$ 471,659	$ 44,273	$ 884,983		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2019 and 2018:

	2019		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 44,250	$ 23	$ 44,273
Net unrealized losses	(124)	(2)	(126)
Balances at end of year	$ 44,126	$ 21	$ 44,147

	2018		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 40,507	$ 96	$ 40,603
Sales	-	(51)	(51)
Net realized losses	-	(51)	(51)
Net unrealized gains	3,743	29	3,772
Balances at end of year	$ 44,250	$ 23	$ 44,273

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2019 and 2018 were approximately $14,617,000 and $14,743,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2019 and 2018.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2019 and 2018.

The weighted average asset allocation for the Health System's Plans at June 30, 2019 and 2018 by asset category is as follows:

	2019	2018
Cash and short-term investments	2 %	4 %
U.S. government securities	5	5
Domestic debt securities	44	41
Global debt securities	9	9
Domestic equities	20	20
International equities	11	11
Emerging market equities	4	5
Hedge funds	5	5
	100 %	100 %

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately $20,426,000 to the Plans in 2020 however actual contributions may vary from expected amounts.

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

(in thousands of dollars)

2020	$ 50,743
2021	52,938
2022	55,199
2023	57,562
2024	59,843
2025 – 2028	326,737

Defined Contribution Plans
The Health System has an employer-sponsored 401(a) plan for certain of its members, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately $40,537,000 and $38,563,000 in 2019 and 2018, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

Various 403(b) and tax- sheltered annuity plans are available to employees of the Health System. Plan specifications vary by member and plan. No employer contributions were made to any of these plans in 2019 and 2018, respectively.

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

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2019 and 2018:

(in thousands of dollars)	2019	2018
Service cost	$ 384	$ 533
Interest cost	1,842	1,712
Net prior service income	(5,974)	(5,974)
Net loss amortization	10	10
	$ (3,738)	$ (3,719)

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2019 and 2018:

(in thousands of dollars)	2019	2018
Change in benefit obligation		
Benefit obligation at beginning of year	$ 42,581	$ 42,277
Service cost	384	533
Interest cost	1,842	1,712
Benefits paid	(3,149)	(3,174)
Actuarial loss	5,013	1,233
Employer contributions	-	-
Benefit obligation at end of year	46,671	42,581
Funded status of the plans	$ (46,671)	$ (42,581)
Current portion of liability for postretirement medical and life benefits	$ (3,422)	$ (3,266)
Long term portion of liability for postretirement medical and life benefits	(43,249)	(39,315)
Liability for postretirement medical and life benefits	$ (46,671)	$ (42,581)

As of June 30, 2019 and 2018, the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

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

(in thousands of dollars)	2019	2018
Net prior service income	$ (9,556)	$ (15,530)
Net actuarial loss	8,386	3,336
	$ (1,170)	$ (12,194)

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2020 for net prior service cost is $5,974,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2020 and thereafter:

(in thousands of dollars)	
2020	$ 3,468
2021	3,436
2022	3,394
2023	3,802
2024	3,811
2025-2028	17,253

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 3.70% in 2019 and an assumed healthcare cost trend rate of 6.50%, trending down to 5.00% in 2024 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2019 and 2018 by $1,601,000 and $1,088,000 and the net periodic postretirement medical benefit cost for the years then ended by $77,000 and $81,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2019 and 2018 by $1,452,000 and $996,000 and the net periodic postretirement medical benefit cost for the years then ended by $71,000 and $72,000, respectively.

12. Professional and General Liability Insurance Coverage

Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic, along with Dartmouth College, Cheshire Medical Center, The New London Hospital Association, Mt. Ascutney Hospital and Health Center, and the Visiting Nurse and Hospice for VT and NH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. Effective November 1, 2018 Alice Peck Day Memorial Hospital is provided professional and general liability insurance coverage through RRG. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. Mary Hitchcock Memorial Hospital, Dartmouth-Hitchcock Clinic, and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2019 and 2018, are summarized as follows:

	2019		
(in thousands of dollars)	HAC	RRG	Total
Assets	$ 75,867	$ 2,201	$ 78,068
Shareholders' equity	13,620	50	13,670

	2018		
(in thousands of dollars)	HAC	RRG	Total
Assets	$ 72,753	$ 2,068	$ 74,821
Shareholders' equity	13,620	50	13,670

13. Commitments and Contingencies

Litigation

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

Operating Leases and Other Commitments

The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately $12,707,000 and $14,096,000 for the years ended June 30, 2019 and 2018, respectively.

Minimum future lease payments under noncancelable operating leases at June 30, 2019 were as follows:

(in thousands of dollars)

2020	$ 11,342
2021	10,469
2022	7,488
2023	6,303
2024	4,127
Thereafter	5,752
	$ 45,481

Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from $2,000,000 up to $30,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 27, 2020. There was no outstanding balance under the lines of credit as of June 30, 2019 and 2018. Interest expense was approximately $95,000 and $232,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

14. Functional Expenses

Operating expenses are presented by functional classification in accordance with the overall service missions of the Health System. Each functional classification displays all expenses related to the underlying operations by natural classification. Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided. Medicaid enhancement tax is allocated to program services. Interest expense is allocated based on usage of debt-financed space. Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department.

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2019:

	2019			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 922,902	$ 138,123	$ 1,526	$ 1,062,551
Employee benefits	178,983	72,289	319	251,591
Medical supplies and medications	406,782	1,093	-	407,875
Purchased services and other	212,209	108,783	2,443	323,435
Medicaid enhancement tax	70,061	-	-	70,061
Depreciation and amortization	37,528	50,785	101	88,414
Interest	3,360	22,135	19	25,514
Total operating expenses	$ 1,831,825	$ 393,208	$ 4,408	$ 2,229,441

Operating expenses of the Health System by functional classification are as follows for the year ended June 30, 2018:

(in thousands of dollars)

Program services	$ 1,715,760
Management and general	303,527
Fundraising	2,354
	$ 2,021,641

15. Liquidity

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

The Health System's financial assets available at June 30, 2019 to meet cash needs for general expenditures within one year of June 30, 2019 are as follows:

(in thousands of dollars)

Cash and cash equivalents	$ 143,587
Patient accounts receivable	221,125
Assets limited as to use	876,249
Other investments for restricted activities	134,119
Total financial assets	1,375,080
Less: Those unavailable for general expenditure within one year:	
Investments held by captive insurance companies	66,082
Investments for restricted activities	134,119
Other investments with liquidity horizons greater than one year	97,063
Total financial assets available within one year	$ 1,077,816

For the years ending June 30, 2019 and June 30, 2018, the Health System generated positive cash flow from operations of approximately $161,853,000 and $136,031,000, respectively. In addition, the Health System's liquidity management plan includes investing excess daily cash in intermediate or long term investments based on anticipated liquidity needs. The Health System has an available line of credit of up to $30,000,000 which it can draw upon as needed to meet its liquidity needs. See Note 13 for further details on the line of credit.

16. Subsequent Events

The Health System has assessed the impact of subsequent events through November 26, 2019, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Effective September 30, 2019, the Boards of Trustees of D-HH, GraniteOne Health, Catholic Medical Center Health Services, and their respective member organizations approved a Combination Agreement to combine their healthcare systems. If regulatory approval of the

transaction is obtained, the name of the new system will be Dartmouth-Hitchcock Health GraniteOne.

The GraniteOne Health system is comprised of Catholic Medical Center (CMC), a community hospital located in Manchester NH, Huggins Hospital located in Wolfeboro NH, and Monadnock Community Hospital located in Peterborough NH. Both Huggins Hospital and Monadnock Community Hospital are designated as Critical Access Hospitals. GraniteOne is a non-profit, community based health care system.

On September 13, 2019, the Board of Trustees of D-HH approved the issuance of up to $100,000,000 par of new debt. On October 17, 2019, D-HH closed on the direct placement tax-exempt borrowing of $99,165,000 on behalf of the DHOG acting through the New Hampshire Health and Education Facilities Authority and issued its DHOG Issue, Series 2019A Bonds.

On January 29, 2020, D-HH closed on a tax-exempt borrowing of $125,000,000 on behalf of the DHOG acting through the New Hampshire Health and Education Facilities Authority and issued its DHOG Issue, Series 2020A Bonds.

17. Subsequent Events - Unaudited

Subsequent to the issuance of the audited financial statements on November 26, 2019, the novel strain of coronavirus emerged and in January 2020 the World Health Organization has declared the novel coronavirus a Public Health Emergency of International Concern. Beginning in March 2020, the State of New Hampshire and Vermont have adopted various measures to address the spread of this pandemic, including supporting social distancing, requests to stay home unless necessary (i.e., groceries or medications) and work from home recommendations. Such restrictions and the perception that such orders or restrictions could occur, have resulted in business closures, work stoppages, slowdowns and delays, work-from-home policies, travel restrictions and cancellation of events, including the rescheduling of elective or non-critical procedures (which management believes is temporary and such procedures will be performed at a later date) and redeployment of resources to address the novel coronavirus needs, among other effects. The outbreak has also negatively impacted the financial markets and has and may continue to materially affect the returns on and value of our investments. While we expect that the novel coronavirus may negatively impact our 2020 results, we believe we have sufficient liquidity to meet our operating and financing needs; however, given the difficulty in predicting the ultimate duration and severity of the impact of the novel coronavirus on our organization, the economy and the financial markets, the ultimate impact may be material.

Consolidating Supplemental Information – Unaudited

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2019

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets											
Current assets											
Cash and cash equivalents	$ 42,456	$ 47,465	$ 9,411	$ 7,066	$ 10,462	$ 8,372	$ -	$ 125,232	$ 18,355	$ -	$ 143,587
Patient accounts receivable, net	-	180,938	15,880	7,279	8,960	5,010	-	218,067	3,058	-	221,125
Prepaid expenses and other current assets	14,178	139,034	8,563	2,401	5,567	1,423	(74,083)	97,083	1,421	(3,009)	95,495
Total current assets	56,634	367,437	33,854	16,746	24,989	14,805	(74,083)	440,382	22,834	(3,009)	460,207
Assets limited as to use	92,602	688,485	18,759	12,684	12,427	11,619	-	836,576	39,673	-	876,249
Notes receivable, related party	553,484	752	-	1,406	-	-	(554,236)	1,406	(1,406)	-	-
Other investments for restricted activities	-	91,882	6,970	31	2,973	6,323	-	108,179	25,940	-	134,119
Property, plant, and equipment, net	22	432,277	67,147	30,945	41,946	17,797	-	590,134	31,122	-	621,256
Other assets	24,864	108,208	1,279	15,019	6,042	4,388	(10,970)	148,830	(3,013)	(21,346)	124,471
Total assets	$ 727,606	$ 1,689,041	$ 128,009	$ 76,831	$ 88,377	$ 54,932	$ (639,289)	$ 2,125,507	$ 115,150	$ (24,355)	$ 2,216,302
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 8,226	$ 830	$ 954	$ 547	$ 262	$ -	$ 10,819	$ 95	$ -	$ 10,914
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	55,499	99,884	15,620	6,299	3,878	2,776	(74,083)	109,873	6,953	(3,009)	113,817
Accrued compensation and related benefits	-	110,639	5,851	3,694	2,313	4,270	-	126,767	1,641	-	128,408
Estimated third-party settlements	-	26,405	103	1,290	10,851	2,921	-	41,570	-	-	41,570
Total current liabilities	55,499	248,622	22,404	12,237	17,589	10,229	(74,083)	292,497	8,689	(3,009)	298,177
Notes payable, related party	-	526,202	-	-	28,034	-	(554,236)	-	-	-	-
Long-term debt, excluding current portion	643,257	44,820	24,503	35,604	643	11,465	(10,970)	749,322	2,858	-	752,180
Insurance deposits and related liabilities	-	56,786	440	513	388	240	-	58,367	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	-	4,320	-	281,009	-	-	281,009
Other liabilities	-	98,201	1,104	28	1,585	-	-	100,918	23,218	-	124,136
Total liabilities	698,756	1,241,058	58,713	48,382	48,239	26,254	(639,289)	1,482,113	34,805	(3,009)	1,513,909
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	28,832	356,880	63,051	27,653	35,518	21,242	-	533,176	48,063	(21,306)	559,933
Net assets with donor restrictions	18	91,103	6,245	796	4,620	7,436	-	110,218	32,282	(40)	142,460
Total net assets	28,850	447,983	69,296	28,449	40,138	28,678	-	643,394	80,345	(21,346)	702,393
Total liabilities and net assets	$ 727,606	$ 1,689,041	$ 128,009	$ 76,831	$ 88,377	$ 54,932	$ (639,289)	$ 2,125,507	$ 115,150	$ (24,355)	$ 2,216,302

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2019

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 42,456	$ 48,052	$ 11,952	$ 11,120	$ 8,549	$ 15,772	$ 5,686	$ -	$ 143,587
Patient accounts receivable, net	-	180,938	15,880	8,960	5,060	7,280	3,007	-	221,125
Prepaid expenses and other current assets	14,178	139,832	9,460	5,567	1,401	1,678	471	(77,092)	95,495
Total current assets	56,634	368,822	37,292	25,647	15,010	24,730	9,164	(77,092)	460,207
Assets limited as to use	92,602	707,597	17,383	12,427	12,738	12,685	20,817	-	876,249
Notes receivable, related party	553,484	752	-	-	-	-	-	(554,236)	-
Other investments for restricted activities	-	99,807	24,985	2,973	6,323	31	-	-	134,119
Property, plant, and equipment, net	22	434,953	70,846	42,423	19,435	50,338	3,239	-	621,256
Other assets	24,864	108,366	7,388	5,476	1,931	8,688	74	(32,316)	124,471
Total assets	$ 727,606	$ 1,720,297	$ 157,894	$ 88,946	$ 55,437	$ 96,472	$ 33,294	$ (663,644)	$ 2,216,302
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 8,226	$ 830	$ 547	$ 288	$ 954	$ 69	$ -	$ 10,914
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	55,499	100,441	19,356	3,879	2,856	6,704	2,174	(77,092)	113,817
Accrued compensation and related benefits	-	110,639	5,851	2,313	4,314	4,192	1,099	-	128,408
Estimated third-party settlements	-	26,405	103	10,851	2,921	1,290	-	-	41,570
Total current liabilities	55,499	249,179	26,140	17,590	10,379	13,140	3,342	(77,092)	298,177
Notes payable, related party	-	526,202	-	28,034	-	-	-	(554,236)	-
Long-term debt, excluding current portion	643,257	44,820	24,503	643	11,763	35,604	2,560	(10,970)	752,180
Insurance deposits and related liabilities	-	56,786	440	388	240	513	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	4,320	-	-	-	281,009
Other liabilities	-	98,201	1,115	1,585	-	23,235	-	-	124,136
Total liabilities	698,756	1,241,615	62,460	48,240	26,702	72,492	5,942	(642,298)	1,513,909
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	28,832	379,498	65,873	36,087	21,300	22,327	27,322	(21,306)	559,933
Net assets with donor restrictions	18	99,184	29,561	4,619	7,435	1,653	30	(40)	142,460
Total net assets	28,850	478,682	95,434	40,706	28,735	23,980	27,352	(21,346)	702,393
Total liabilities and net assets	$ 727,606	$ 1,720,297	$ 157,894	$ 88,946	$ 55,437	$ 96,472	$ 33,294	$ (663,644)	$ 2,216,302

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2018

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets										
Current assets										
Cash and cash equivalents	$ 134,634	$ 22,544	$ 6,688	$ 9,419	$ 6,604	$ -	$ 179,889	$ 20,280	$ -	$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,055	-	207,521	11,707	-	219,228
Prepaid expenses and other current assets	11,964	143,893	6,551	5,253	2,313	(72,361)	97,613	4,766	(4,877)	97,502
Total current assets	146,598	343,418	30,422	22,974	13,972	(72,361)	485,023	36,753	(4,877)	516,899
Assets limited as to use	8	616,929	17,438	12,821	10,829	-	658,025	48,099	-	706,124
Notes receivable, related party	554,771	-	-	-	-	(554,771)	-	-	-	-
Other investments for restricted activities	-	87,613	8,591	2,981	6,238	-	105,423	25,473	-	130,896
Property, plant, and equipment, net	36	443,154	66,759	42,438	17,356	-	569,743	37,578	-	607,321
Other assets	24,863	101,078	1,370	5,906	4,280	(10,970)	126,527	3,604	(21,346)	108,785
Total assets	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025
Liabilities and Net Assets										
Current liabilities										
Current portion of long-term debt	$ -	$ 1,031	$ 810	$ 572	$ 187	$ -	$ 2,600	$ 864	$ -	$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	3,311	-	-	3,311
Accounts payable and accrued expenses	54,995	82,061	20,107	6,705	3,029	(72,361)	94,536	6,094	(4,877)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,796	-	118,498	7,078	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	-	38,693	2,448	-	41,141
Total current liabilities	57,997	217,299	26,647	19,419	8,637	(72,361)	257,638	16,484	(4,877)	269,245
Notes payable, related party	-	527,346	-	27,425	-	(554,771)	-	-	-	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,270	(10,970)	724,231	28,744	-	752,975
Insurance deposits and related liabilities	-	54,616	465	155	240	-	55,476	40	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	242,227	-	-	242,227
Other liabilities	-	85,577	1,107	1,405	-	-	88,089	38	-	88,127
Total liabilities	702,517	1,170,412	57,788	49,583	25,463	(638,102)	1,367,661	45,306	(4,877)	1,408,090
Commitments and contingencies										
Net assets										
Net assets without donor restrictions	23,759	334,882	61,828	32,897	19,812	-	473,178	72,230	(21,306)	524,102
Net assets with donor restrictions	-	86,898	4,964	4,640	7,400	-	103,902	33,971	(40)	137,833
Total net assets	23,759	421,780	66,792	37,537	27,212	-	577,080	106,201	(21,346)	661,935
Total liabilities and net assets	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2018

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 134,634	$ 23,094	$ 8,621	$ 9,982	$ 6,654	$ 12,144	$ 5,040	$ -	$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,109	7,996	3,657	-	219,228
Prepaid expenses and other current assets	11,964	144,755	5,520	5,276	2,294	4,443	488	(77,238)	97,502
Total current assets	146,598	344,830	31,324	23,560	14,057	24,583	9,185	(77,238)	516,899
Assets limited as to use	8	635,028	17,438	12,821	11,862	9,612	19,355	-	706,124
Notes receivable, related party	554,771	-	-	-	-	-	-	(554,771)	-
Other investments for restricted activities	-	95,772	25,873	2,981	6,238	32	-	-	130,896
Property, plant, and equipment, net	36	445,829	70,607	42,920	19,065	25,725	3,139	-	607,321
Other assets	24,863	101,235	7,526	5,333	1,886	130	128	(32,316)	108,785
Total assets	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 1,031	$ 810	$ 572	$ 245	$ 739	$ 67	$ -	$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	-	-	3,311
Accounts payable and accrued expenses	54,995	82,613	20,052	6,714	3,092	3,596	1,929	(77,238)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,831	5,814	1,229	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	2,448	-	-	41,141
Total current liabilities	57,997	217,851	26,592	19,428	8,793	12,597	3,225	(77,238)	269,245
Notes payable, related party	-	527,346	-	27,425	-	-	-	(554,771)	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,593	25,792	2,629	(10,970)	752,975
Insurance deposits and related liabilities	-	54,616	465	155	241	-	39	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	-	-	242,227
Other liabilities	-	85,577	1,117	1,405	-	28	-	-	88,127
Total liabilities	702,517	1,170,964	57,743	49,592	25,943	38,417	5,893	(642,979)	1,408,090
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	23,759	356,518	65,069	33,383	19,764	21,031	25,884	(21,306)	524,102
Net assets with donor restrictions	-	95,212	29,956	4,640	7,401	634	30	(40)	137,833
Total net assets	23,759	451,730	95,025	38,023	27,165	21,665	25,914	(21,346)	661,935
Total liabilities and net assets	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2019

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support											
Patient service revenue	$ -	$ 1,580,552	$ 220,255	$ 69,794	$ 60,186	$ 46,029	$ -	$ 1,976,796	$ 22,527	$ -	$ 1,999,323
Contracted revenue	5,011	109,051	355	-	-	5,902	(46,100)	74,219	790	8	75,017
Other operating revenue	21,128	186,852	3,407	1,748	4,261	2,289	(22,076)	197,609	13,386	(297)	210,698
Net assets released from restrictions	369	11,556	732	137	177	24	-	12,995	1,110	-	14,105
Total operating revenue and other support	26,508	1,888,011	224,749	71,679	64,604	54,244	(68,176)	2,261,619	37,813	(289)	2,299,143
Operating expenses											
Salaries	-	868,311	107,671	37,297	30,549	26,514	(24,682)	1,045,660	15,785	1,106	1,062,551
Employee benefits	-	208,346	24,225	6,454	5,434	6,966	(3,763)	247,662	3,642	287	251,591
Medical supplies and medications	-	354,201	34,331	8,634	6,298	3,032	-	406,496	1,379	-	407,875
Purchased services and other	11,366	242,106	35,088	15,308	13,528	13,950	(21,176)	310,170	14,887	(1,622)	323,435
Medicaid enhancement tax	-	54,954	8,005	3,062	2,284	1,776	-	70,081	-	-	70,081
Depreciation and amortization	14	69,343	7,977	2,305	3,915	2,360	-	85,914	2,500	-	88,414
Interest	20,677	21,585	1,053	1,169	1,119	228	(20,850)	24,981	533	-	25,514
Total operating expenses	32,057	1,818,846	218,350	74,229	63,107	54,826	(70,471)	2,190,944	38,726	(229)	2,229,441
Operating (loss) margin	(5,549)	69,165	6,399	(2,550)	1,497	(582)	2,295	70,675	(913)	(60)	69,702
Nonoperating gains (losses)											
Investment income (losses), net	3,929	32,193	227	469	834	623	(198)	38,077	1,975	-	40,052
Other (losses) income, net	(3,784)	1,586	(187)	30	(240)	279	(2,097)	(4,413)	791	60	(3,562)
Loss on early extinguishment of debt	-	-	-	(87)	-	-	-	(87)	-	-	(87)
Loss on swap termination	-	-	-	-	-	-	-	-	-	-	-
Total non-operating gains (losses), net	145	33,779	40	412	594	902	(2,295)	33,577	2,766	60	36,403
(Deficiency) excess of revenue over expenses	(5,404)	102,944	6,439	(2,138)	2,091	320	-	104,252	1,853	-	106,105
Net assets without donor restrictions											
Net assets released from restrictions	-	419	565	-	402	318	-	1,704	65	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	-	682	-	(72,043)	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,939	8,760	128	110	-	5,054	(5,054)	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	-	-	-
Change in fair value on interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
Change in funded status of interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
Increase in net assets without donor restrictions	$ 5,073	$ 21,998	$ 1,223	$ 6,622	$ 2,621	$ 1,430	$ -	$ 38,967	$ (3,136)	$ -	$ 35,831

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2019

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	$ -	$ 1,580,552	$ 220,254	$ 60,166	$ 46,029	$ 69,794	$ 22,528	$ -	$ 1,999,323
Contracted revenue	5,010	109,842	355	-	5,902	-	-	(46,092)	75,017
Other operating revenue	21,128	188,775	3,549	4,260	3,868	10,951	540	(22,373)	210,698
Net assets released from restrictions	371	12,637	732	177	26	162	-	-	14,105
Total operating revenue and other support	26,509	1,891,806	224,890	64,603	55,825	80,907	23,068	(68,465)	2,299,143
Operating expenses									
Salaries	-	868,311	107,706	30,549	27,319	40,731	11,511	(23,576)	1,062,551
Employee benefits	-	208,346	24,235	5,434	7,133	7,218	2,701	(3,476)	251,591
Medical supplies and medications	-	354,201	34,331	6,298	3,035	8,639	1,371	-	407,875
Purchased services and other	11,386	246,101	35,396	13,390	14,371	18,172	7,437	(22,798)	323,435
Medicaid enhancement tax	-	54,954	8,005	2,264	1,776	3,062	-	-	70,061
Depreciation and amortization	14	69,343	8,125	3,920	2,478	4,194	340	-	88,414
Interest	20,678	21,585	1,054	1,119	228	1,637	63	(20,850)	25,514
Total operating expenses	32,058	1,822,841	218,852	62,974	56,340	83,653	23,423	(70,700)	2,229,441
Operating (loss) margin	(5,549)	68,965	6,038	1,629	(515)	(2,746)	(355)	2,235	69,702
Non-operating gains (losses)									
Investment income (losses), net	3,929	33,310	129	785	645	469	983	(198)	40,052
Other (losses) income, net	(3,784)	1,586	(171)	(240)	288	31	765	(2,037)	(3,562)
Loss on early extinguishment of debt	-	-	-	-	-	(87)	-	-	(87)
Loss on swap termination	-	-	-	-	-	-	-	-	-
Total nonoperating gains (losses), net	145	34,896	(42)	545	933	413	1,748	(2,235)	36,403
(Deficiency) excess of revenue over expenses	(5,404)	103,861	5,996	2,174	418	(2,333)	1,393	-	106,105
Net assets without donor restrictions									
Net assets released from restrictions	-	484	565	402	318	-	-	-	1,769
Change in funded status of pension and other postretirement benefits	-	(85,005)	(7,720)	-	682	-	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,963	128	118	3,629	45	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	-
Change in fair value on interest rate swaps	-	-	-	-	-	-	-	-	-
Change in funded status of interest rate swaps	-	-	-	-	-	-	-	-	-
Increase in net assets without donor restrictions	$ 5,073	$ 22,980	$ 804	$ 2,704	$ 1,536	$ 1,296	$ 1,438	$ -	$ 35,831

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets Without Donor Restrictions
Year Ended June 30, 2018

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support										
Patient service revenue	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ -	$ 1,804,550	$ 94,545	$ -	$ 1,899,095
Provision for bad debts	-	31,358	10,967	1,554	1,440	-	45,319	2,048	-	47,367
Net patient service revenue	-	1,443,956	205,769	58,932	50,574	-	1,759,231	92,497	-	1,851,728
Contracted revenue	(2,305)	97,291	-	-	2,169	(42,870)	54,285	716	(32)	54,969
Other operating revenue	9,799	134,461	3,365	4,169	1,814	(10,554)	143,054	6,978	(1,086)	148,946
Net assets released from restrictions	658	11,605	620	52	44	-	12,979	482	-	13,461
Total operating revenue and other support	8,152	1,687,313	209,754	63,153	54,601	(53,424)	1,969,549	100,673	(1,118)	2,069,104
Operating expenses										
Salaries	-	806,344	105,607	30,360	24,854	(21,542)	945,623	42,035	1,605	989,263
Employee benefits	-	181,833	28,343	7,252	7,000	(5,385)	219,043	10,221	419	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,055	-	329,836	10,195	-	340,031
Purchased services and other	8,509	215,073	33,065	13,587	13,960	(19,394)	264,800	29,390	(2,818)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,744	-	65,517	2,175	-	67,692
Depreciation and amortization	23	66,073	10,217	3,934	2,030	-	82,277	2,501	-	84,778
Interest	8,684	15,772	1,004	981	224	(8,882)	17,783	1,039	-	18,822
Total operating expenses	17,216	1,627,466	217,599	64,934	52,867	(55,203)	1,924,879	97,556	(794)	2,021,641
Operating margin (loss)	(9,064)	59,847	(7,845)	(1,781)	1,734	1,779	44,670	3,117	(324)	47,463
Non-operating gains (losses)										
Investment income (losses), net	(26)	33,628	1,408	1,151	858	(198)	36,821	3,566	-	40,387
Other (losses) income, net	(1,364)	(2,599)	-	1,276	266	(1,581)	(4,002)	733	361	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	(14,214)	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	(14,247)	-	-	(14,247)
Total non-operating gains (losses), net	(1,390)	2,873	1,408	2,122	1,124	(1,779)	4,358	4,299	361	9,018
(Deficiency) excess of revenue over expenses	(10,454)	62,720	(6,437)	341	2,858	-	49,028	7,416	37	56,481
Net assets without donor restrictions										
Net assets released from restrictions	-	16,038	-	4	252	-	16,294	19	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	8,254	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-	-
Additional paid in capital	-	-	-	-	-	-	-	58	(58)	-
Other changes in net assets	-	-	-	-	-	-	-	(185)	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	4,190	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	14,102	-	-	14,102
Increase in net assets without donor restrictions	$ 7,337	$ 75,995	$ 3,578	$ 393	$ 4,565	$ -	$ 91,868	$ 7,308	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets Without Donor Restrictions
Year Ended June 30, 2018

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ 71,458	$ 23,087	$ -	$ 1,899,095
Provision for bad debts	-	31,358	10,967	1,554	1,440	1,680	368	-	47,367
Net patient service revenue	-	1,443,956	205,769	58,932	50,574	69,778	22,719	-	1,851,728
Contracted revenue	(2,305)	98,007	-	-	2,169	-	-	(42,902)	54,969
Other operating revenue	9,799	137,242	4,061	4,166	3,168	1,697	453	(11,640)	148,946
Net assets released from restrictions	658	11,984	620	52	44	103	-	-	13,461
Total operating revenue and other support	8,152	1,691,189	210,450	63,150	55,955	71,578	23,172	(54,542)	2,069,104
Operating expenses									
Salaries	-	806,344	105,607	30,360	25,592	29,215	12,082	(19,937)	989,263
Employee benefits	-	181,833	28,343	7,252	7,162	7,406	2,653	(4,966)	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,057	8,484	1,709	-	340,031
Purchased services and other	8,512	218,690	33,431	13,432	14,354	19,220	5,945	(22,212)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,743	2,176	-	-	67,692
Depreciation and amortization	23	66,073	10,357	3,939	2,145	1,831	410	-	84,778
Interest	8,684	15,772	1,004	981	223	975	65	(8,882)	18,822
Total operating expenses	17,219	1,631,083	218,105	64,784	54,276	69,307	22,864	(55,997)	2,021,641
Operating (loss) margin	(9,067)	60,106	(7,655)	(1,634)	1,679	2,271	308	1,455	47,463
Nonoperating gains (losses)									
Investment income (losses), net	(26)	35,177	1,954	1,097	787	203	1,393	(198)	40,387
Other (losses) income, net	(1,364)	(2,599)	(3)	1,276	273	(223)	952	(1,220)	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	-	-	(14,247)
Total non-operating gains (losses), net	(1,390)	4,422	1,951	2,068	1,060	(20)	2,345	(1,418)	9,018
(Deficiency) excess of revenue over expenses	(10,457)	64,528	(5,704)	434	2,739	2,251	2,653	37	56,481
Net assets without donor restrictions									
Net assets released from restrictions	-	16,058	-	4	251	-	-	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-
Additional paid in capital	58	-	-	-	-	-	-	(58)	-
Other changes in net assets	-	-	-	-	-	(185)	-	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	-	-	14,102
Increase (decrease) in net assets without donor restrictions	$ 7,392	$ 77,823	$ 4,311	$ 486	$ 4,445	$ 2,066	$ 2,653	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Supplemental Consolidating Information
June 30, 2019 and 2018

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in net assets without donor restrictions of D-HH and its subsidiaries. All intercompany accounts and transactions between D-HH and its subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

Schedule of Expenditures of Federal Awards

Dartmouth-Hitchcock Health and Subsidiaries
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2019

Federal Program	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Research and Development Cluster						
Department of Defense						
National Guard Military Operations and Maintenance (O&M) Projects	12.401	W81XWH1820076	Direct		$ 234,630	$ -
Military Medical Research and Development	12.420	W81XWH1810712	Direct		131,525	-
Military Medical Research and Development	12.420	R1143	Pass-Through	Trustees of Dartmouth College	2,055	-
					133,580	-
Department of Defense	12.RD	80232	Pass-Through	Creare, Inc.	46,275	-
					414,485	-
Environmental Protection Agency						
Science To Achieve Results (STAR) Research Program	66.509	31220SUB52965	Pass-Through	University of Vermont	1,031	-
					1,031	-
Department of Health and Human Services						
Innovations in Applied Public Health Research	93.061	1 R01 TS000288	Direct		84,957	8,367
Environmental Health	93.113	6K23ES025781-06	Direct		111,125	-
Environmental Health	93.113	R1118	Pass-Through	Trustees of Dartmouth College	5,087	-
					116,212	-
NIEHS Superfund Hazardous Substances	93.143	R1099	Pass-Through	Trustees of Dartmouth College	6,457	-
Health Program for Toxic Substances and Disease Registry	93.161	AWD00010523	Direct		61,180	-
Research Related to Deafness and Communication Disorders	93.173	6R21DC015133-03	Direct		119,896	61,908
National Research Service Award in Primary Care Medicine	93.186	T32HP32520	Direct		309,112	-
Research and Training in Complementary and Integrative Health	93.213	R1112	Pass-Through	Trustees of Dartmouth College	21,197	-
Research and Training in Complementary and Integrative Health	93.213	R1187	Pass-Through	Trustees of Dartmouth College	446	-
Research and Training in Complementary and Integrative Health	93.213	12272	Pass-Through	Palmer College of Chiropractic	30,748	-
Research and Training in Complementary and Integrative Health	93.213	Not Provided	Pass-Through	Southern California University of Health	12,030	-
					64,421	-
Research on Healthcare Costs, Quality and Outcomes	93.226	5P30HS024403	Direct		641,114	-
Research on Healthcare Costs, Quality and Outcomes	93.226	R1128	Pass-Through	Trustees of Dartmouth College	6,003	-
Research on Healthcare Costs, Quality and Outcomes	93.226	R1146	Pass-Through	Trustees of Dartmouth College	4,696	-
					651,813	-
Mental Health Research Grants	93.242	1K08MH117347-01A1	Direct		54,211	-
Mental Health Research Grants	93.242	6K23MH116367-02	Direct		109,228	-
Mental Health Research Grants	93.242	6R01MH110965	Direct		220,076	84,823
Mental Health Research Grants	93.242	6T32MH073553-15	Direct		130,340	-
Mental Health Research Grants	93.242	6R25MH068502-17	Direct		157,599	-
Mental Health Research Grants	93.242	6R01MH107625-05	Direct		200,805	27,964
Mental Health Research Grants	93.242	R1082	Pass-Through	Trustees of Dartmouth College	11,740	-
Mental Health Research Grants	93.242	R1144	Pass-Through	Trustees of Dartmouth College	5,897	-
Mental Health Research Grants	93.242	R1156	Pass-Through	Trustees of Dartmouth College	4,721	-
					894,617	112,787

Dartmouth-Hitchcock Health and Subsidiaries
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Drug Abuse and Addiction Research Programs	93.279	6R01DA034699-05	Direct		390,647	90,985
Drug Abuse and Addiction Research Programs	93.279	6R21DA044501-03	Direct		118,741	-
Drug Abuse and Addiction Research Programs	93.279	6R01DA041416-04	Direct		135,687	62,277
Drug Abuse and Addiction Research Programs	93.279	R1105	Pass-Through	Trustees of Dartmouth College	11,957	-
Drug Abuse and Addiction Research Programs	93.279	R1104	Pass-Through	Trustees of Dartmouth College	4,109	-
Drug Abuse and Addiction Research Programs	93.279	R1192	Pass-Through	Trustees of Dartmouth College	5,059	-
					666,200	153,262
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.286	6K23EB026507-02	Direct		98,499	9,582
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.286	6R21EB021456-03	Direct		23,293	-
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.286	R1103	Pass-Through	Trustees of Dartmouth College	16,635	-
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.286	5R21EB024771-02	Pass-Through	Trustees of Dartmouth College	5,938	-
					144,365	9,582
National Center for Advancing Translational Sciences	93.350	R1113	Pass-Through	Trustees of Dartmouth College	342,790	-
21st Century Cures Act - Beau Biden Cancer Moonshot	93.353	1204501	Pass-Through	Dana Farber Cancer Institute	166,421	-
Cancer Cause and Prevention Research	93.393	1R01CA225792	Direct		54,351	-
Cancer Cause and Prevention Research	93.393	R21CA227776A	Direct		28,640	-
Cancer Cause and Prevention Research	93.393	R01CA229197	Direct		65,701	-
Cancer Cause and Prevention Research	93.393	R1127	Pass-Through	Trustees of Dartmouth College	6,035	-
Cancer Cause and Prevention Research	93.393	R1097	Pass-Through	Trustees of Dartmouth College	5,870	-
Cancer Cause and Prevention Research	93.393	R1109	Pass-Through	Trustees of Dartmouth College	1,984	-
Cancer Cause and Prevention Research	93.393	DHMCCA222648	Pass-Through	The Pennsylvania State University	3,173	-
Cancer Cause and Prevention Research	93.393	R44CA210810	Pass-Through	Cairn Surgical, LLC	38,241	-
					203,995	-
Cancer Detection and Diagnosis Research	93.394	4R00CA190890-03	Direct		1,717	-
Cancer Detection and Diagnosis Research	93.394	6R37CA212187-03	Direct		106,110	2,907
Cancer Detection and Diagnosis Research	93.394	6R03CA219445-03	Direct		18,880	-
Cancer Detection and Diagnosis Research	93.394	R1079	Pass-Through	Trustees of Dartmouth College	23,031	-
Cancer Detection and Diagnosis Research	93.394	R1080	Pass-Through	Trustees of Dartmouth College	23,031	-
Cancer Detection and Diagnosis Research	93.394	R1086	Pass-Through	Trustees of Dartmouth College	6,772	-
Cancer Detection and Diagnosis Research	93.394	R1096	Pass-Through	Trustees of Dartmouth College	1,174	-
Cancer Detection and Diagnosis Research	93.394	R1124	Pass-Through	Trustees of Dartmouth College	83,174	-
					263,889	2,907
Cancer Treatment Research	93.395	1UG1CA233323-01	Direct		14,675	-
Cancer Treatment Research	93.395	6U10CA180854-06	Direct		27,790	-
Cancer Treatment Research	93.395	DAC-194321	Pass-Through	Mayo Clinic	36,708	-

Dartmouth-Hitchcock Health and Subsidiaries
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Cancer Treatment Research	93.395	R1087	Pass-Through	Trustees of Dartmouth College	2,630	-
Cancer Treatment Research	93.395	110408	Pass-Through	Brigham and Women's Hospital	20,430	-
					102,233	-
Cancer Centers Support Grants	93.397	R1126	Pass-Through	Trustees of Dartmouth College	95,624	-
Cardiovascular Diseases Research	93.837	1UM1HL147371-01	Direct		11,774	-
Cardiovascular Diseases Research	93.837	7K23HL142835-02	Direct		65,544	-
					77,318	-
Lung Diseases Research	93.838	6R01HL122372-05	Direct		205,920	8,664
Arthritis, Musculoskeletal and Skin Diseases Research	93.846	6T32AR049710-16	Direct		73,049	-
Diabetes, Digestive, and Kidney Diseases Extramural Research	93.847	R1098	Pass-Through	Trustees of Dartmouth College	70,736	704
Extramural Research Programs in the Neurosciences and Neurological Disorders	93.853	6R01NS052274-11	Direct		50,412	-
Extramural Research Programs in the Neurosciences and Neurological Disorders	93.853	16-210950-04	Direct		18,016	-
					68,428	-
Allergy and Infectious Diseases Research	93.855	R1081	Pass-Through	Trustees of Dartmouth College	3,787	-
Allergy and Infectious Diseases Research	93.855	RES513934	Pass-Through	Case Western Reserve University	4,170	-
Allergy and Infectious Diseases Research	93.855	R1155	Pass-Through	Trustees of Dartmouth College	14,582	-
					22,539	-
Biomedical Research and Research Training	93.859	R1100	Pass-Through	Trustees of Dartmouth College	14,901	-
Biomedical Research and Research Training	93.859	R1141	Pass-Through	Trustees of Dartmouth College	587	-
Biomedical Research and Research Training	93.859	R1145	Pass-Through	Trustees of Dartmouth College	241	-
					15,729	-
Child Health and Human Development Extramural Research	93.865	5P2CHD086841-04	Direct		127,400	10,132
Child Health and Human Development Extramural Research	93.865	6UG1OD024946-03	Direct		260,914	-
Child Health and Human Development Extramural Research	93.865	6R01HD067270	Direct		314,058	223,885
Child Health and Human Development Extramural Research	93.865	R1119	Pass-Through	Trustees of Dartmouth College	13,264	-
Child Health and Human Development Extramural Research	93.865	51460	Pass-Through	Univ of Arkansas for Medical Sciences	4,696	-
					720,332	234,017
Aging Research	93.866	6K23AG051681-04	Direct		76,377	2,883
Aging Research	93.866	R1102	Pass-Through	Trustees of Dartmouth College	8,285	-
					84,662	2,883
Vision Research	93.867	6R21EY028677-02	Direct		28,751	3,149
Medical Library Assistance	93.879	R1107	Pass-Through	Trustees of Dartmouth College	4,273	-
Medical Library Assistance	93.879	R1190	Pass-Through	Trustees of Dartmouth College	1,244	-
					5,517	-
International Research and Research Training	93.989	R1123	Pass-Through	Trustees of Dartmouth College	5,936	-
International Research and Research Training	93.989	6R25TW007693-09	Pass-Through	Fogarty International Center	96,327	65,097
					102,263	65,097

Dartmouth-Hitchcock Health and Subsidiaries
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Department of Health and Human Services	93.RD		Pass-Through	Leidos Biomedical Research, Inc.	201,551	-
Total Department of Health and Human Services					5,970,977	663,327
Total Research and Development Cluster					6,386,493	663,327
Medicaid Cluster						
Medical Assistance Program	93.778	SNHH 2-18-19	Pass-Through	Southern New Hampshire Health	131,775	-
Medical Assistance Program	93.778	Not Provided	Pass-Through	NH Dept of Health and Human Services	1,453,796	-
Medical Assistance Program	93.778	RFP-2017-OCOM-01-PHYSI-01	Pass-Through	NH Dept of Health and Human Services	3,106,149	-
Medical Assistance Program	93.778	03420-7235S	Pass-Through	Vermont Department of Health	59,391	
Medical Assistance Program	93.778	03410-2020-19	Pass-Through	Vermont Department of Health	118,786	
Total Medicaid Cluster					4,869,897	-
Highway Safety Cluster						
State and Community Highway Safety	20.600	19-266 Youth Operator	Pass-Through	NH Highway Safety Agency	66,660	-
State and Community Highway Safety	20.600	19-266 BUNH	Pass-Through	NH Highway Safety Agency	76,915	-
State and Community Highway Safety	20.600	19-266 Statewide CPS	Pass-Through	NH Highway Safety Agency	82,202	-
Total Highway Safety Cluster					225,777	-
Other Sponsored Programs						
Department of Justice						
Crime Victim Assistance	16.575	2015-VA-GX0007	Pass-Through	New Hampshire Department of Justice	237,692	-
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	1-CLAR-NH-SA17	Pass-Through	National Children's Alliance	1,448	-
					239,140	-
Department of Education						
Race to the Top	84.412	03440-34119-18-ELCG24	Pass-Through	Vermont Dept for Children and Families	115,094	-
					115,094	-
Department of Health and Human Services						
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	Not Provided	Pass-Through	NH Dept of Health and Human Services	69,945	-
Blood Disorder Program: Prevention, Surveillance, and Research	93.080	GENFD0001568485	Pass-Through	Boston Children's Hospital	18,283	
Maternal and Child Health Federal Consolidated Programs	93.110	6 T73MC323930101	Direct		652,997	591,411
Maternal and Child Health Federal Consolidated Programs	93.110	0253-6545-4609	Pass-Through	Icahn School of Medicine at Mount Sinai	19,548	
					672,545	591,411
Emergency Medical Services for Children	93.127	7 H33MC323950100	Direct		137,067	
Centers for Research and Demonstration for Health Promotion and Disease Prevention	93.135	R1140	Pass-Through	Trustees of Dartmouth College	449,757	-
HIV-Related Training and Technical Assistance	93.145	Not Provided	Pass-Through	University of Massachusetts Med School	3,242	
Coordinated Services and Access to Research for Women, Infants, Children	93.153	H12HA31112	Direct		391,829	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	7H79SM063584-01	Direct		24,313	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	RFP-2018-DPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	55,361	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	Not Provided	Pass-Through	Vermont Department of Health	227,437	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	03420-A19006S	Pass-Through	Vermont Department of Health	126,764	
					433,875	-
Drug Free Communities Support Program Grants	93.276	5H79SP020382	Direct		126,464	-
Department of Health and Human Services	93.628	RFP-2018-DPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	29,838	-

Dartmouth-Hitchcock Health and Subsidiaries
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
University Centers for Excellence in Developmental Disabilities Education, Research, and Service	93.632	19-029	Pass-Through	University of New Hampshire	2,811	-
Adoption Opportunities	93.652	AWD00009303	Direct		32,384	-
Adoption Opportunities	93.652	RFP-2018-DPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	110,524	-
					142,908	-
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	RFP-2018-DPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	343,297	-
University Centers for Excellence in Developmental Disabilities Education, Research, and Service	93.761	90FPSG0019	Direct		134,524	-
Opioid STR	93.788	RFP-2018-BDAS-05-INTEG	Pass-Through	NH Dept of Health and Human Services	954,356	61,208
Opioid STR	93.788	2019-BDAS-05-ACCES-04	Pass-Through	NH Dept of Health and Human Services	161,164	-
Opioid STR	93.788	SS-2019-BDAS-05-ACCES-02	Pass-Through	NH Dept of Health and Human Services	243,747	
					1,359,267	61,208
Organized Approaches to Increase Colorectal Cancer Screening	93.800	5 NU58DP006086	Direct		912,937	-
Hospital Preparedness Program (HPP) Ebola Preparedness	93.817	03420-6755S	Pass-Through	Vermont Department of Health	2,347	-
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	03420-6951S	Pass-Through	Vermont Department of Health	99,841	-
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	03420-07623	Pass-Through	Vermont Department of Health	178,907	-
					278,748	-
National Bioterrorism Hospital Preparedness Program	93.889	03420-7272S	Pass-Through	Vermont Department of Health	2,786	-
Rural Health Care Services Outreach, Rural Health Network Develop and Small Health Care Provider Quality Improvement	93.912	6 D06RH31057-02-03	Direct		138,959	-
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	1 H76HA31654-01-00	Direct		273,666	-
Block Grants for Community Mental Health Services	93.958	9224120	Pass-Through	NH Dept of Health and Human Services	2,498	-
Block Grants for Community Mental Health Services	93.958	RFP-2017-DBH-05-FIRSTE	Pass-Through	NH Dept of Health and Human Services	32,625	-
					35,123	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	05-95-49-491510-2990	Pass-Through	NH Dept of Health and Human Services	69,276	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	Not Provided	Pass-Through	Foundation for Healthy Communities	54,356	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	05-95-49-491510-2990	Pass-Through	Foundation for Healthy Communities	1,695	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	03420-A18033S	Pass-Through	Vermont Department of Health	59,204	-
					184,531	-
PPHF Geriatric Education Centers	93.969	U1QHP32519	Direct		728,055	-
Department of Health and Human Services	93.U01	RFP-2018-DPHS-05-INJUR	Pass-Through	NH Highway Safety Agency	80,107	-
Department of Health and Human Services	93.U02	Not Provided	Pass-Through	NH Dept of Health and Human Services	46,489	-
Department of Health and Human Services	93.U03	Not Provided	Pass-Through	NH Dept of Health and Human Services	56,419	-
Department of Health and Human Services	93.U04	Not Provided	Pass-Through	NH Dept of Health and Human Services	37,009	-
Department of Health and Human Services	93.U05	Not Provided	Pass-Through	NH Dept of Health and Human Services	39,653	-
Department of Health and Human Services	93.U06	Not Provided	Pass-Through	County of Cheshire	213,301	-
					474,978	-
Corporation for National and Community Service AmeriCorps	94.006	17ACHNH0010001	Pass-Through	Volunteer NH	72,297	-
					72,297	-
Total Other Programs					7,774,313	652,619
Total Federal Awards and Expenditures					$ 19,256,480	$ 1,315,946

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Schedule of Expenditures of Federal Awards
June 30, 2019

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") presents the activity of federal award programs administered by Dartmouth-Hitchcock Health and Subsidiaries (the "Health System") as defined in the notes to the consolidated financial statements and is presented on an accrual basis. The purpose of this Schedule is to present a summary of those activities of the Health System for the year ended June 30, 2019 which have been financed by the United States government ("federal awards"). For purposes of this Schedule, federal awards include all federal assistance entered into directly between the Health System and the federal government and subawards from nonfederal organizations made under federally sponsored agreements. The information in this Schedule in presented in accordance with the requirements of the Uniform Guidance. Pass-through entity identification numbers and CFDA numbers have been provided where available.

Visiting Nurse and Hospice of NH and VT ("VNH") received a Community Facilities Loan, CFDA #10.766, of which the proceeds were expended in the prior fiscal year. The VNH had an outstanding balance of $2,696,512 as of June 30, 2019. As this loan was related to a project that was completed in the prior audit period and the terms and conditions do not impose continued compliance requirements other than to repay the loan, we have properly excluded the outstanding loan balance from the Schedule.

2. Indirect Expenses

Indirect costs are charged to certain federal grants and contracts at a federally approved predetermined indirect rate, negotiated with the Division of Cost Allocation and therefore we do not use the de minimus 10% rate. The predetermined rate provided for the year ended June 30, 2019 was 29.3%. Indirect costs are included in the reported federal expenditures.

3. Related Party Transactions

The Health System has an affiliation agreement with Dartmouth College dated June 4, 1996 in which the Health System and the Geisel School of Medicine at Dartmouth College affirm their mutual commitment to providing high quality medical care, medical education and medical research at both organizations. Pursuant to this affiliation agreement, certain clinical faculty of the Health System participate in federal research programs administered by Dartmouth College. During the fiscal year ended June 30, 2019, Health System expenditures, which Dartmouth College reimbursed, totaled $3,979,033. Based on the nature of these transactions, the Health System and Dartmouth College do not view these arrangements to be subrecipient transactions but rather view them as Dartmouth College activity. Accordingly, this activity does not appear in the Health System's schedule of expenditures of federal awards for the year ended June 30, 2019.

Part II
Reports on Internal Control and Compliance

Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheet as of June 30, 2019, and the related consolidated statements of operations and changes in net assets and of cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 26, 2019, which included an emphasis of a matter paragraph related to the Health System changing the manner in which it accounts for revenue recognition from contracts with customers and the manner in which it presents net assets and reports certain aspects of its financial statements as a not-for-profit entity in 2019 as discussed in note 2 of the consolidated financial statements.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Health System's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, we do not express an opinion on the effectiveness of the Health System's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Health System's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 26, 2019

Report of Independent Auditors on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with the Uniform Guidance

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

Report on Compliance for Each Major Federal Program

We have audited Dartmouth-Hitchcock Health and its subsidiaries' (the "Health System") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Health System's major federal programs for the year ended June 30, 2019. The Health System's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

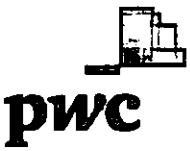
Management's Responsibility

Management is responsible for compliance with federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Health System's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Health System's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Dartmouth-Hitchcock Health and its subsidiaries compliance.



Opinion on Each Major Federal Program

In our opinion, Dartmouth-Hitchcock Health and its subsidiaries complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of the Health System are responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Health System's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Health System's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

PricewaterhouseCoopers LLP

Boston, Massachusetts
March 31, 2020

Part III
Findings and Questioned Costs

Dartmouth-Hitchcock and Subsidiaries
Schedule of Findings and Questioned Costs
Year Ended June 30, 2019

I. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	Unmodified opinion
Internal control over financial reporting	
Material weakness (es) identified?	No
Significant deficiency (ies) identified that are not considered to be material weakness (es)?	None reported
Noncompliance material to financial statements	No

Federal Awards

Internal control over major programs	
Material weakness (es) identified?	No
Significant deficiency (ies) identified that are not considered to be material weakness (es)?	None reported
Type of auditor's report issued on compliance for major programs	Unmodified opinion
Audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No

Identification of major programs

CFDA Number	Name of Federal Program or Cluster
Various CFDA Numbers	Research and Development
93.800	Organized Approaches to Increase Colorectal Cancer Screening
93.788	Opiod STR
93.110	Maternal and Child Health Federal Consolidated Programs
Dollar threshold used to distinguish between Type A and Type B programs	$750,000
Auditee qualified as low-risk auditee?	Yes

Dartmouth-Hitchcock and Subsidiaries
Schedule of Findings and Questioned Costs
Year Ended June 30, 2019

II. **Financial Statement Findings**

None Noted

III. **Federal Award Findings and Questioned Costs**

None Noted

Dartmouth-Hitchcock and Subsidiaries
Summary Schedule of Prior Audit Findings and Status
Year Ended June 30, 2019

There are no findings from prior years that require an update in this report.

DARTMOUTH-HITCHCOCK (D-H) | DARTMOUTH-HITCHCOCK HEALTH (D-HH)
BOARDS OF TRUSTEES AND OFFICERS

Effective: January 1, 2020

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Laura K. Landy, MBA MHMH/DHC/D-HH Trustee *President and CEO of the Fannie E. Rippel Foundation*	

Curriculum Vitae

Luke J Archibald, M.D.
[redacted]

Date Prepared: 5/1/2020

Education

8/2005 – 5/2009	M.D., Columbia University College of Physicians and Surgeons New York, NY
8/1998 – 5/2002	Bachelor of Science in Chemistry, University of Notre Dame Notre Dame, IN

Postdoctoral Training

7/2013 – 6/2014	Addiction Psychiatry Fellow New York University School of Medicine
7/2012 – 6/2013	Chief Resident in Psychiatry New York University School of Medicine
7/2009 – 6/2012	Resident in Psychiatry New York University School of Medicine

Academic Appointments

11/2018 – current	Assistant Professor of Psychiatry Geisel School of Medicine at Dartmouth
7/2014 – 10/2018	Clinical Assistant Professor of Psychiatry New York University School of Medicine

Institutional Leadership Roles

11/2018 – current	Director of Addiction Services Department of Psychiatry Dartmouth-Hitchcock Medical Center, Lebanon, NH
1/2017 – 10/2018	Director, Division of Alcoholism and Drug Abuse Department of Psychiatry Bellevue Hospital, New York, NY

7/2015 – 8/2018	Unit Chief, 20 East Dual Diagnosis Department of Psychiatry Bellevue Hospital, New York, NY

Licensure and Certification

2018 – current	State of New Hampshire Board of Medicine, License #19180
2016 – current	State of California Board of Medicine, License #A142053
2014 – current	Buprenorphine certification in accordance with DATA 2000
2010 – current	State of New York License in Medicine, Registration #258530

Board Certification

9/2014 – current	Addiction Psychiatry (certificate #2224) American Board of Psychiatry and Neurology
9/2013 – current	Psychiatry (certificate #66177) American Board of Psychiatry and Neurology

Hospital or Health System Appointments

11/2018 – current	Director of Addiction Services Department of Psychiatry Dartmouth-Hitchcock Medical Center, Lebanon, NH
1/2017 – 10/2018	Director, Division of Alcoholism and Drug Abuse Department of Psychiatry Bellevue Hospital, New York, NY
7/2015 – 8/2018	Unit Chief, 20 East Dual Diagnosis Department of Psychiatry Bellevue Hospital, New York, NY
7/2014 – 6/2015	Attending Psychiatrist Comprehensive Psychiatric Emergency Room (CPEP) Bellevue Hospital, New York, NY
7/2011 – 6/2013	Psychiatry Moonlighter North Shore/LIJ Lenox Hill Hospital, New York, NY

Other Professional Positions

7/2013 – 10/2018	Private Psychiatric Practice New York, NY
6/2002 – 8/2005	Actuarial Analyst, Mercer Consulting (Marsh & McLennan) New York, NY

Professional Development Activities

Teaching Activities

A. Undergraduate teaching ("college" students)
B. Undergraduate Medical Education (UME; "med student") *Classroom* teaching
C. Undergraduate Medical Education (UME; "med student") *Clerkship or other Clinical* (e.g., On-doctoring) teaching

Medical Student Clerkship in Psychiatry
7/2015-8/2018
NYU School of Medicine
Inpatient clinical preceptor
200 hours/year; 16 students/year

Medical Student Pre-Clinical Psychiatry Interviewing Seminar
9/2012 – 11/2012
NYU School of Medicine
Group preceptor
12 hours/year; 8 students/year

D. Graduate Medical Education (GME) teaching: Inclusive of instruction of residents and fellows during clinical practice

Addiction Psychiatry Fellow Supervision
11/2018 – current
Geisel School of Medicine at Dartmouth
Clinical Supervisor, Addiction Treatment Program
50 hours/year; 2 fellows/year

Psychiatry Resident (PGY1) Didactics – "Intern Crash Course"
7/2019 – current
Geisel School of Medicine at Dartmouth
Lecturer
2 hours/year; 8 residents/year

Psychiatry Resident (PGY3) Supervision
7/2014 – 10/2018
NYU School of Medicine
Outpatient Supervisor
40 hours/year; 1 resident/year

Addiction Psychiatry Fellow Supervision
7/2015 – 8/2018
NYU School of Medicine
Supervisor, 20 East Dual Diagnosis Unit rotation
100 hours/year; 5 fellows/year

Addiction Psychiatry Fellow Didactics
7/2016 – 6/2018
NYU School of Medicine
Lecturer
2 hours/year; 5 fellows/year

Psychiatry Resident (PGY1) Didactics: Introduction to Psychiatry
7/2016 – 6/2018
NYU School of Medicine
Lecturer
3 hours/year; 12 residents/year

Psychiatry Resident (PGY1) Supervision
7/2014 – 6/2015
NYU School of Medicine
Supervisor, Comprehensive Psychiatric Emergency Room (CPEP)
100 hours/year; 12 residents/year

E. Other clinical education programs (e.g., PA programs)
F. Graduate teaching (post-college students enrolled in advance degree-granting programs, e.g., MS, MPH, PhD)

Psychology Extern Didactics
7/2015 – 6/2018
Bellevue Hospital, New York, NY
Lecturer
1 hour/year; 10 externs/year

G. Other professional/academic programs (e.g., teaching in courses at MBL or Cold Spring Harbor)

Project ECHO: Mental Health and Substance Use
Dates: 1/14/2020, 3/10/2020
Dartmouth-Hitchcock Knowledge Map
Expert Discussant
2 hours/year, 20 participants/session

Primary Research Advising

Advising/Mentoring (other)

Engagement, Community Service/Education

3/2020 – current
Headrest (Substance Use Disorder treatment program in Lebanon, NH)
Member, Professional Advisory Board
6 hours/year

Research Activities

Pending
Dates: TBD (site was selected on 3/19/2020)
Project title: CTN-0100: Optimizing Retention, Duration, and Discontinuation Strategies for Opioid Use Disorder Pharmacotherapy (RDD)
Your role: site PI
Percent effort: estimated 0.3 FTE
Sponsoring agency: National Institute on Drug Abuse (NIDA)
Annual direct costs of the award (see below)

Program Development

New Hampshire State Opioid Response (SOR): The Doorway
Program Type: clinical
Program Goal: connect individuals seeking help for addiction with support and services via screening and evaluation, treatment, prevention (including naloxone distribution), case management, and peer recovery support
Role: Medical Director, The Doorway at Dartmouth-Hitchcock in Lebanon
Dates: 12/2018 – current
Measurement of impact: GPRA (Government Performance and Results Act) assessments for clients with Opioid Use Disorder (OUD), performed longitudinally

New Hampshire State Opioid Response (SOR): The Doorway After Hours Service
Program Type: clinical
Program Goal: provide telephone support from licensed clinicians for individuals in the state of New Hampshire calling 211 and attempting to access The Doorways during off-hours
Role: Medical Director
Dates: 12/2018 – current
Measurement of impact: quarterly data reports with various indicators including call volume and outcome of each call

NYC Health and Hospitals: Consult for Addiction Treatment and Care in Hospitals (CATCH)
Program Type: clinical and research
Program Goal: establish addiction consult teams at six New York City public hospitals to address the opioid epidemic by increasing MAT prescribing for hospitalized patients
Role: project leader for implementation, Bellevue Hospital
Dates: 7/2017 – 10/2018
Measurement of impact: stepped-wedge cluster randomized trial led by Dr. Jennifer McNeely

Entrepreneurial Activities

Major Committee Assignments, Inclusive of Professional Studies

A. National
B. Regional

C. Institutional

4/2019 – 4/2020	Therapeutic Cannabis Guidance Member, Core Workgroup Dartmouth-Hitchcock
1/2017 – 10/2018	Psychiatry Executive Committee, Department of Psychiatry Member Bellevue Hospital
10/2012 – 1/2018	Psychiatry Residency Selection Committee Member New York University School of Medicine
7/2012 – 6/2013	Psychiatry Residency Education Committee Member New York University School of Medicine
9/2001 – 5/2002	Department of Chemistry Ethics Committee Student Member University of Notre Dame

Institutional Center or Program Affiliations

Editorial Boards

Journal Referee Activity

Awards and Honors

2002	Magna Cum Laude, University of Notre Dame
2002	Merck Index Award for Excellence in Chemistry, University of Notre Dame
2012-2013	Chief Resident in Psychiatry, NYU School of Medicine

Invited Presentations

A. International
B. National
C. Regional/local

Project ECHO: Mental Health and Substance Use * ^
Date: 1/28/2020
Topic: Screening, Assessment, and Diagnosis of Alcohol and Substance Use Disorders
Sponsoring Organization: Dartmouth-Hitchcock Knowledge Map
Location: Lebanon, NH

Bibliography

A. Peer-reviewed publications in print or other media

Archibald L, Brunette M, Wallin D, Green A. Alcohol Use Disorder (AUD) and Schizophrenia or Schizoaffective Disorder. In: Alcohol Use Disorder and Co-Occurring Mental Health Conditions. *Alcohol Research: Current Reviews.* 2019;40(1).

Kwon J., Archibald L., Deringer, E. (2016) Substance Abuse: Intoxication and Withdrawal. In Maloy K. (Ed), *A Case-Based Approach to Emergency Psychiatry.* Oxford University Press.

Archibald L. (2018) Twelve-Step Programs and the Dually Diagnosed. In Avery J, Barnhill J. (Ed), *Co-Occurring Mental Illness and Substance Use Disorders: A Guide to Diagnosis and Treatment.* American Psychiatric Association Publishing.

B. Other scholarly work in print or other media

Archibald L, Budney A. *Letter: What's the rush on marijuana legalization*? Concord Monitor. Published 3/11/2019.

C. Abstracts

Personal Statement

I joined Dartmouth-Hitchcock as the Director of Addiction Services in the Department of Psychiatry in November 2018 and am the medical director of the Dartmouth-Hitchcock Addiction Treatment Program (ATP). Our services include an Intensive Outpatient Program (IOP), medical visits for hundreds of individuals with Opioid Use Disorder (OUD), and a Perinatal Addiction Treatment Program (PATP), and it is the site of the regional hub for the New Hampshire State Opioid Response (SOR) Doorway project. Previously, I worked in the NYU School of Medicine, serving as the Director of the Addiction Division in the Department of Psychiatry at Bellevue Hospital. In that role, I oversaw three clinical programs: the Opioid Treatment Program (OTP), the Chemical Dependency Outpatient Program (CDOP), and the inpatient detoxification and stabilization unit.

Thus far at Dartmouth-Hitchcock, my principal work has focused on expanding and refining the Addiction Treatment Program, including developing The Doorway at Dartmouth-Hitchcock and overseeing significant growth in the number of individuals served at ATP. We were recently selected as a site for a large research study (CTN-0100) aimed at measuring factors of treatment engagement and medication discontinuation strategies for individuals with OUD.

CURRICULUM VITAE
MELISSA BAUGHMAN, MA, MLADC, LCMHC

EDUCATION

Naropa University
Boulder, CO

September 1996 - May 1999
Masters in Counseling Psychology
GPA 4.0

Connecticut College
New London, CT

September 1984 - May 1986
Double Major: Italian and Classics
Elizabeth C. Evans Award for excellence in the study of classics

AWARDS

Clinical Excellence Award from Psychiatry Department of Geisel School of Medicine (2015)
Clinical Excellence Award from West Central Services (2005)

LICENSES

MLADC - NH Alcohol and Drug Counselor #0566 (2004 - Present)
LCMHC - NH Licensed Clinical Mental Health Counselor #632 (2006 - Present)

EMPLOYMENT

Department of Psychiatry
Geisel School of Medicine
85 Mechanic Street, Suite 3B1
Lebanon, NH 03766

Clinical Director
July 2017 - Present
Substance Use Clinician
September 2006 –Present

Develop and supervise clinical care for Intensive outpatient Program (IOP) and the NH Doorway Program.

- Coordinate program and staff schedules and assure treatment services are being delivered according to best practices and state guidelines.
- Work closely with Medical Director and Practice Manager and DHMC Psychiatry Leadership team regarding clinical operations, guiding principles and ongoing management.
- Establish and maintain contact with DHMC departments and outside organizations for referral purposes and to obtain needed services for program patients.
- Provide addiction training, education, and group facilitation skills for Geisel School of Medicine addiction fellows.
- Supervise clinical staff: 4 Clinicians, 2 Recovery Coaches and 1 Resource Specialist.
- Coordinate hiring and ongoing development of aforementioned staff.

Provide strength-based substance use and mental health counseling to adults in individual, group and family treatment.

- Evaluate patients who struggle with a substance use and co-occurring mental health disorder and make patient centered and appropriate level of care recommendation.
- Develop a care plan which integrates therapeutic care for co-occurring mental health disorders in conjunction with medication management through the psychiatric addiction medicine team and community support.

- Serve self-referred patients as well as those referred through the Doorway, by the court system, impaired driver's programs, primary care, the emergency department, and inpatient psychiatry.
- Communicate effectively with all levels of the organization as well as with outside referral sources.
- Develop and facilitate educational topics to increase recovery behaviors and physical, mental, and spiritual wellness.
- Facilitate group therapy for evening and morning IOP program as well as aftercare group for IOP graduates. Modalities include evidence based practices (Motivational Enhancement, Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and Mindfulness).

Psychiatric Research Center
Geisel School of Medicine (PRC)
85 Mechanic Street, Suite
Lebanon NH

Substance Use Disorder Clinician for Trauma study
2009 - 2012
Employment Specialist for Supported Employment study in a substance abuse setting
2013

- Participated in two research studies through the PRC.
- Provided specialized ICBT and relapse prevention treatment for patients in our IOP program diagnosed with PTSD.
- Certified as an employment specialist providing supported employment counseling to study participants who struggle with substance use disorders to assess how employment influences relapse prevention, mental and physical health.

West Central Behavioral Health
20 West Park Street
Suite 219
Lebanon, NH 03766

Substance Use and Mental Health Clinician
February 2001 - September 2006

Provide substance use and mental health counseling for a community mental health center.

- Worked closely with court referrals and impaired drivers programs.
- Co-occurring issues included: depression, anxiety, identity, work concerns, domestic violence, and trauma.
- Provided short-term solution based counseling for employee assistant program (EAP) referrals.
- Co-facilitated Batterer's Intervention Group, a program for men to develop non-abusive attitudes and behaviors toward women.

The Boulder Clinic
Boulder, CO

Clinical Director
September 1999 - March 2000

General Manager of clinic treating patients with opioid addiction.

- Counseled a full case load of 65 patients while overseeing daily operations of the clinic including outreach, development of specialized programs (HIV testing and needle exchange), accuracy of accounts, personnel training and scheduling, and CARF accreditation.

INTERNSHIPS AND SPECIALIZED TRAINING

Boulder Community Hospital
Boulder, CO

Chaplain Intern
September 1998 - May 1999

Counselor and support to patients, their significant others, and staff predominantly in intensive care and oncology.

- Outreach visits to Boulder County Jail to counsel a former patient struggling with depression and trauma.
- Provided compassionate care working with grief, loss, death and dying.

Friendship House **Therapeutic Team Member**
Boulder, CO September 1997 - June 1998
Assisted a severely mentally ill woman develop stability by integrating mindfulness skills into her daily activities. Participated in team oriented treatment plan development and supervision.

Myers Briggs Type Indicator (MBTI) 1993 - Present
Certified administrator and interpreter of the MBTI, a personality assessment tool that strengthens self-awareness and communication.

FOREIGN LANGUAGE
Fluent in Italian both written and spoken. Studied, worked, and lived in Italy for 5 years.

Dartmouth-Hitchcock
MEDICAL CENTER

Megan M. Tracy

[redacted]

Objective:
To obtain a position that utilizes my experience, customer service and leadership qualities to help the section of leadership achieve its vision. To develop a team atmosphere that brings out the best qualities of individual staff to work toward common goals.

Experience:

The Doorway, DHMC, Lebanon *January 2019 – Present*
Associate Practice Manager, Department of Psychiatry

- Assists the Medical Director to lead The Doorway and After Hours Program in all aspects of the daily operations at the Addiction Treatment Program.
- Assumes leadership responsibility for the operational and informational management systems for The Doorway and After Hours Program.
- Develops efficient procedures with an emphasis on high quality of patient care. Assists in the development of policies and procedures for all internal operating systems. Standardizes systems between sections.
- Assists in the identification and development of new programs or methodologies for delivering The Doorway's and After Hours Program services more effectively and efficiently.
- Initiates and reviews proposals for modifying operational systems, practices, policies and procedures, and implements necessary changes.
- Develops and carries out a full range of financial management activities of the assigned sections. Assists in preparing the annual budget, monitors sections' performance in relation to budget, and develops strategies for improvement and/or the correction of deviations from budget.
- In conjunction with the Director, Medical Director and Sr. Practice Manager, assumes leadership responsibility or assists with special program-wide projects.
- Interviews and hires new staff. Working with colleagues, helps to support interview processes which identify, on-board and retain the best possible candidates.

General Internal Medicine, DHMC, Lebanon *June 2016 – January 2019*
Administrative Supervisor, GIM (3M and Lyme Road)

- Oversees a team providing centralized administrative support to the department.
- Ensures that all calls and inquiries are handled and resolved within established standards of practice, quality guidelines and service expectations.
- Serves as a liaison for patients that have questions or concerns and handles any patient upsets with a high level of communication resulting in positive outcomes.
- Establishes systems and processes to help track the effectiveness of administrative support.
- Working across teams, facilitates the development of standardized processes and systems.

- Interviews and hires new staff. Working with colleagues, helps to support interview processes which identify, on-board and retain the best possible candidates.
- Provides regular feedback around performance focused on service quality.
- In collaboration with leadership, takes a lead role in identifying educational and training needs across the Department.
- Reviews, identifies and secures resources required to meet the training needs of the administrative team.
- Develops and oversees processes to ensure that forms and paperwork are handled to meet established standard of service protocols.
- Participates and leads in pilot program projects that are designed to increase efficiency.
- Assists the PM and Section Chief in implementing new clinics, workflows and processes within the department.

Office of Patient Experience, DHMC, Lebanon *August 2015 – June 2016*

Project Coordinator, Office of Patient Experience

- Coordinates projects evaluating and/or assisting in implementing Patient Experience improvement initiatives.
- Monitors, tracks, and coordinates project progress.
- Ensures timely completion of all project deliverables.
- Keeps project leaders informed of project status and potential problem areas.
- Assists with the development of project proposals, reports, and publications.
- Performs support functions for the project leaders including, but not limited to, coordinating meetings, developing presentations, and taking minutes.

Norris Cotton Cancer Center, DHMC, Lebanon *July 2014 – August 2015*

Administrative Assistant, Hematology/Oncology Section

- Manages, plans, and coordinates the details of 15 daily appointment calendars to ensure the most efficient use of time.
- Interacts regularly with a wide range of internal and external personnel and staff members and conveys information on behalf of the supervisor.
- Handles a variety of personnel wishing to make appointments and effectively schedules/redirects caller/visitor to the appropriate individual/office.
- Communicates respectfully with a diverse community.
- Coordinates and schedules activities to support office functions and meetings.
- Briefs the meeting leader on changes in schedules and priorities or on matters needing the meeting leader's personal or immediate attention.
- Coordinates with other offices and departments to arrange functions and meetings.
- Coordinates, attends, and participates in various meetings as requested by the meeting leader.
- Gathers information for the meetings, coordinates items for the agenda, and distributes material to participants prior to the meeting as requested by the meeting leader.
- Assists in the recruitment effort for positions in Advancement and actively participates in interviewing, hiring and training of employees.
- Identifies logistical arrangements needed for candidates, and coordinates with appropriate personnel to develop itineraries for interviews.
- Prepares materials and correspondence for interviews and works closely with the Search Chair in all phases of the hiring process to enable departments to recruit and retain quality staff.
- Participates in pilot program projects that are designed to increase efficiency.

- Works with the Accounts Payable department to manage business credit card transactions. Responsible for coding department procurement card to appropriate accounts and fund accounts.

Revenue Management Division, DHMC, Lebanon, NH *October 2011 to July 2014*

Financial Counselor, Patient Access Resource Center

- Review and process application for financial assistance for large demographic of patients.
- Input income/asset information into database to calculate and determine patient's eligibility for coverage.
- Screening patients to identify/apply for possible alternative coverage for medical expenses.
- Aiding multiple departments in collection of outstanding/prepayment balances.
- Meeting with patients in office to answer questions specific to financial assistance coverage/eligibility and/or aid patient in filling out financial assistance application.
- Answering phones, scanning documents into database, and light filing.

Cioffredi & Associates Physical Therapy, Lebanon, NH *August 2010 to October 2011*

Patient Care Representative

- Orienting new clients to the practice.
- Monitors overall client satisfaction via regular communication with clients throughout their care to ensure that things are going well and that they are getting everything they need and want.
- Serves as a liaison for clients that have questions or concerns, and handles any client upsets with a high level of communication resulting in positive outcomes.
- Tracks marketing data to help accurately measure the success of various marketing actions and help steer marketing programming.
- Collects client success stories for use in marketing & PR, including the company newsletter
- Participates in the weekly Marketing & PR Meeting with Marketing & PR Director and CEO to strategize and handle marketing initiatives.

Claremont Savings Bank, Claremont, NH *May 2008 to August 2010*

Teller/Customer Service Representative

- Handled customer debit/credit transactions.
- Executed opening /closing procedures at Cornish bank branch.

Education:

- ***University of New Hampshire, Portsmouth NH*** *April 2017*
- Certification in Project Management
    - Relevant Courses
        - Teambuilding for Increased Productivity
        - Project Management for Managing Business Change

Keene State College, Keene NH *May 2010*

- Bachelor of Science in Business Management
- Minor in Writing

Windsor High School *June 2006*

- High School Diploma

Certifications:

Greenbelt Certification *TBA*

- Greenbelt certification denotes an internationally- recognized competency in process improvement tools and project execution.

Yellowbelt Certification *2015*

- Yellowbelt Certification enables an individual with the tools they need to be active participants in department-level process improvement work and will be capable of leading their own individual improvement projects.

Awards and Recognition

Travelli-Allying Award *2006-2010*

- Present to student dedicated to community service within their community

Jenkins Award *May 2010*

- Presented to one graduate student who shows commitment to excellence, integrity, concern for humanity, and the "Do Something" philosophy.

A. Nicole Flickinger

[redacted]

Executive Summary

High-performing Director with clinical experience in medical/surgical and psychiatric nursing environments. Passionate about quality improvement, patient satisfaction and staff engagement. Record of improving efficiency and productivity through process improvement. Outstanding interpersonal and motivational skills. Analytical, articulate and diligent.

Core Competencies

- Strategic Planning
- Prioritizing/managing deadlines
- Patient/family focused
- Policy and program development
- Clinical experience

Professional Experience

Clinical Nurse

July 2018 to present

Dartmouth Hitchcock Medical Center – Lebanon, New Hampshire

- Communicated and collaborated with a diverse group of people for the purpose of informing the healthcare team of plans/actions, for teaching/education to benefit the patient/family organization.
- Handled patient pharmacy needs by coordinating prescriptions to preferred pharmacies and assisting with application and processing of medical assistance through pharmaceutical companies.
- Administered injections and immunizations.

Director of Nursing Operations

March 2017 to August 2017

Brattleboro Retreat – Brattleboro, Vermont

- Implemented a hospital wide on call system to reduce mandated overtime shifts throughout the entire hospital and participated in union negotiations to reach a mutually beneficial scheduling process while also reducing staffing costs.
- Tracks and analyzes budgeted and actual NHPPD, hospital wide acuity, sick calls and mandatory overtime shifts and suggests adjustments on a daily basis to ensure fiscal responsibility and during annual budgeting process.
- Provide direct supervision and mentorship to inpatient clinical managers to mentor
- Project manager for implementation of new HRIS system
- Collaborated with the medical team on creating and implementing a tele-psychiatry program.
- Responsible for training and supervising evening, night and weekend hospital supervisors

Clinical Manager

February 2013 to March 2017

Brattleboro Retreat – Brattleboro, Vermont

- Managed all aspects of day to day operations of a 22 bed adult inpatient co-occurring disorders unit.
- Increased patient satisfaction scores by an average of 4 points up into the 90s on multiple indicators on a non-Press Ganey tool utilized by the Ivy League hospitals. These scores are the highest among the 7 inpatient units in the organization.
- Increased staff engagement scores by an average of 40% on all indicators.
- Implemented a co-occurring disorders focused interactive journaling program.
- Facilitated and implemented a shared governance council.
- Participated in 2 hospital wide FEMA on medication errors and contraband as the nurse representative.
- Implemented hospital wide alcohol detox assessment protocol which eliminated using a homegrown tool to using the nationally validated Comprehensive Alcohol Withdrawal Assessment.
- Interim Manager of the Inpatient Children's Unit from December 2015 through August 2016. During this time I assisted staff in quality improvement projects focusing on points a system which incentivizes children to engage in appropriate behavior.
- Manger of the scheduling department from September 2014 to present.

Nurse Manager

May 2011 to February 2013

Dartmouth Hitchcock Medical Center – Lebanon, New Hampshire

- Ensured and improved clinical practices, services and operations by designing and implementing processes, procedures and methodologies to evaluate and improve patient care within assigned department.
- Managed clinical oversight for 21-bed medical/psychiatric inpatient unit and 10 bed partial hospitalization program.
- Successfully implemented Behavioral Activation Communication Model on inpatient units.
- Created and implemented a hospital wide patient disruptive behavior policy and procedure.
- Active in Hospital Engagement Network Falls Committee.
- Successfully obtained funds for unit reformation to ensure a safer environment for patients.

Charge Nurse

December 2008 to May 2011

Brattleboro Retreat – Brattleboro, Vermont

- Managed all aspects of LGBT unit during 3pm to 11pm shift including: patient assignment, conduct of report meeting, therapeutic groups, regulation of milieu, personnel, and administrative issues.
- Contributed to yearly and ongoing evaluation of nurses and mental health workers and support staff.
- Participated in institution-wide admissions process committee.
- Designed and facilitated unit trainings on patient safety, admissions process, and low stimulation area policy.

Staff Nurse

May 2008 to December 2008

Springfield Hospital – Springfield, Vermont

- Acted as patient advocate and implemented total patient care through a team nursing process covering 5-6 medical/surgical patients per shift.
- Obtained IV certification to insert peripheral lines.

Professional Credentials

- RN License: Vermont # 026.0042153
- RN License: New Hampshire # 064272-21
- Crisis Prevention Institute certification for management of aggressive behavior.
- Basic Life Support certification, American Heart Association

Education and Training

Vermont Technical College May 2008

Nursing

Associate's Degree

Affiliations

- International Association of Forensic Nurses
- American Psychiatric Nurses Association
- American Organization of Nurse Executives
- Journal of Nursing Administration
- Journal of Addictions Nursing

Additional Information

Community Service

- Culinary Coordinator Volunteer for the Strolling of the Heifers – a local food and farmer advocacy organization
- Brattleboro Memorial Hospital Health Fair
- Delaware Humane Society Volunteer
- Byrnes Health Education Center

Mary Ellen Carpenter

EXPERIENCE

Mary-Hitchcock Memorial Hospital – CNA – 1981-Present

2014-2019 CNA/USA-4E Cardiology In-Patient Unit

- Ensured the comfort, safety, and emotional well-being of In-Patients during their hospital stay. Responsibilities to ensure these necessities included: turning the patients to prevent bed sores, daily bathing, coordination and facilitation of their medical needs, as well as a comforting bed-side manner.
- Operated as the "Float" Night CNA for the entire hospital. Required versatility and comprehension to perform the CNA responsibilities required in any Unit.

2010-2014 CNA-General Internal Medicine Clinic

- Roomed patients for the unit, included: testing of vital signs and verification of current medications.
- Performed a variety of tests for the unit, included: lab collections, glucose testing, Hep C testing and EKGS
- Member of the Yellow and Green Belt Project to find more efficient and helpful ways to intake patients and assist patients with ways to get to and from the hospital for their care.

2008-2010 CNA-ISCU-Step Down Unit for the ICU stepdown patients

- Ensured the comfort, safety, and emotional well-being of high-risk patients coming from the ICU.

1998-2008 Unit Service Coordinator for Maternal Child Health Psych Division

- Developed the position of Unit Service Coordinator and the position's responsibilities.
- Developed and documented the processes and procedures of the responsibilities of this position for the entire hospital.

1988-1998 Unit Secretary Instructor

- Developed and documented the processes and procedures of the responsibilities of this position for the entire hospital.

Sullivan Country Nursing Home – CNA – 1980-1981

- Ensured the comfort, safety, and emotional well-being of elderly patients during their stay Responsibilities to ensure these necessities included: turning the patients to prevent bed sores, daily bathing, coordination and facilitation of their medical needs, as well as a comforting bed-side manner.
- Collaborated with PT (Physical Therapy) and Activities to assist the patients in ways to keep their minds and bodies functioning as efficiently as possible and maintain overall good health

Mary Ellen Carpenter

Newport Health Care Center – CNA – 1977-1978

- Ensured the comfort, safety, and emotional well-being of In-Patients during their hospital stay. Responsibilities to ensure these necessities included: turning the patients to prevent bed sores, daily bathing, coordination and facilitation of their medical needs, as well as a comforting bed-side manner.

Mary-Hitchcock Memorial Hospital – CNA – 1975-1977

- Ensured the comfort, safety, and emotional well-being of In-Patients during their hospital stay. Responsibilities to ensure these necessities included: turning the patients to prevent bed sores, daily bathing, coordination and facilitation of their medical needs, as well as a comforting bed-side manner.

EDUCATION

CERTIFICATION – Mary-Hitchcock Memorial Hospital – Certified Nursing Assistant

DIPLOMA – North Country Union High School

SKILLS

- Specimen Collection
- Data Collection
- Patient Care
- Patient Relations & Communication
- Collaboration with Colleagues
- Work Orders
- Housekeeping/Maintenance
- JACHO Tracers
- Process & Procedure Development
- Process & Procedure Documentation

Stephanie Diane Gray

[redacted]

OBJECTIVE: Experienced individual seeking a healthy, positive, and professional environment to grow and utilize my skills to further the success of the company for which I work.

QUALIFICATIONS:

- Microsoft Word
- Microsoft Excel
- Medical Terminology
- Multi line phones
- Faxing and copying
- Certified Co-Facilitator for Centering Pregnancy (Prenatal Group Care)

WORK EXPERIENCE:

Dartmouth Hitchcock Medical Center, Addiction Treatment Center (February 26-Current)

Admin Coordinator- Working on the Center for Addiction Recovery in Pregnancy & Parenting Grant. This Job entails coordinating WebEx's and site visit's between several different DH and non DH sites throughout the state of NH to help them in providing integrated medication assisted treatment while having the other services they also need to do so. Collecting any supporting documentation if they are already doing iMAT. Taking all incoming calls from anyone who has questions regarding the CARPP program or iMAT and directing them to the appropriate person and documenting this in REDCap to collect the needed Data.

Dartmouth Hitchcock Medical Center- Nurse Midwifery Service (January 2014-January 2018) Lebanon, NH

Sr. Clinical Secretary- I work for the nurse midwifery service providing care for OB GYN patients. Performing a wide array of tasks, some to mention are scheduling of patients via telephone and when exiting, scheduling referrals, managing provider schedules, attending meetings, attending centering, covering MFM service/genetics and many other tasks that are asked of and or needed of me.

Dartmouth Hitchcock Medical Center-Pediatrics (April 2010-January 2014) Lebanon, NH

Clinical Secretary- Works for a large pediatric practice with a variety of responsibilities. This position requires you to be flexible, have strong communication skills as well as strong computer skills and be able to multitask. Some of the responsibilities of this job are scheduling of patients both before and after visit, helping families schedule referrals, running reports necessary for clinic, updating Amion as needed and running brio reports just to mention a few. I am on the medical home team and have worked in several small groups to review our current practices and to see how we can be better what we do for our patients and families.

Grafton County Nursing Home (October 2007 - April 2010) **North Haverhill, NH**

Activities Aide -Assist the Activities Director in a variety of faucets. Our goal is to provide quality care to over 135 residents while maintaining a direct and personal relationship with each individual. This position requires a high level of multitasking and prioritizing ability, extensive computer usage, and professional behavior both under stress and during periods of relative calm. This job requires me to be extremely flexible and able to change direction at any time to accommodate our residents and do whatever is needed to make them happy.

Common Ground (September 2005-September 2007) **Woodsville, NH**

Community Integrator -Worked with developmentally disabled individuals to find jobs, volunteer projects, activities, and to learn life skills while relating to people within the local community. This position required a lot of documentation, planning, caring nature, patience, and conflict resolution. Being a team player was also a large part of this job.

Rite Aid (2003-2005) **Woodsville, NH**

Key Cashier - Worked under assistant manager monitoring other staff in their daily jobs. Handled large amounts of cash, made deposits, used computer systems, calmed upset customers, handled inventory, and participated in daily tasks with staff as needed.

EDUCATION:

Woodsville High School (June 2002)

- Used free time volunteering in Office to gain knowledge of professional work environment. (Filed/answered phones/used office equipment/completed additional tasks as required)
- Basic computer knowledge learned during coursework. (Including/but not limited to typing/word processing/internet research) etc.

REFERENCES: Available upon request

Nicholas J Salvas
[redacted]

Education

Saint Michael's College Colchester, VT August 2011- May 2015
BS in Biology
Minor in Chemistry
GPA 3 8/4 0

Spaulding High School Barre, VT August 2007 - June 2011
High School Diploma

Experience

Dartmouth-Hitchcock Medical Center Lebanon, NH January 2019 - Current
Research & Data Coordinator
Manage data collection processes at The Doorway at Dartmouth-Hitchcock Medical Center and ensure contracted reporting requirements are met as outlined in the NH State Opioid Response contract

Dartmouth-Hitchcock Medical Center Lebanon, NH May 2017 - December 2019
Research Assistant
Assist in the evaluation of the Vermont Hub and Spoke Model for Substance Use Disorder
More specifically administer structured clinical interviews, data entry, quality control and aid in the preparation of annual reports and presentations

Penro Pharmacy Colchester, VT July 2015 - May 2017
Pharmacy Technician
Assist in the production of medications for both humans and animals. More specifically sterile products such as injectables and ophthalmic medications Received specialized aseptic technique training in order to prepare medications in a sterile environment

Saint Michael's College Colchester, VT August 2012 - May 2015
Lab & Teaching Assistant
Assist in the preparation of lab materials for college courses such as General and Cellular biology
Served as a teaching assistant for general biology students to assist with lab techniques and procedures
Aided with data analysis and presentation preparation Ensured lab equipment was in proper working condition

Honors

Magna Cum Laude
Phi Beta Kappa
Beta Beta Beta

Karli Shepherd, MS

[redacted]

Objective

I am looking to work closer with those who are struggling with chemical dependency and to grow professionally in this area.

Education

MASTERS | 2018 | WALDEN UNIVERSITY

- Major: Human and Social Services with a focus in Substance Abuse and Addiction Treatment

BACHELOR OF ARTS | 2013 | KEENE STATE COLLEGE

- Major: Psychology
- Related coursework: Early Childhood Development and Sociology

Skills & Abilities

LEADERSHIP

- While at the Patient Service Center within DHMC, I was a Team Lead for General Internal Medicine. I collaborated with the Practice Manager, Associate Practice Manager, and Administrative Supervisor and Master Scheduler and/or the immediate supervisor and other Team Leads to ensure the PSC ran smoothly and had all the up-to-date information regarding the GIM projects, schedules and providers. I am currently working within the Pain Management Clinic at APD as their primary clinical secretary resource. I collaborate with our three Pain Management Providers to ensure that clinic days run smoothly, while also collaborating with the other Clinical Support Representatives to ensure that they have the up-to-date information regarding providers and their schedules.

COMMUNICATION

- While I was the Patient Service Center's acting Team Lead for General Internal Medicine at DHMC, I attended frequent meetings on behalf of my team at the Patient Service Center. During these meetings I acted as the voice for the PSC, regarding my General Internal Medicine team, and communicated to the Practice Manager, Associate Practice Manager, and Administrative Supervisor, Master Scheduler and/or our immediate supervisor and other Team Leads any thoughts and questions the PSC may have had. Following these meetings I would communicate any received feedback to the PSC. Now working at APD, I attend meetings with the Practice Director, Administrative Supervisors, Administrative Surgical Scheduler and my fellow Clinical Support Representatives and communicate day-to-day information and feedback from providers, colleagues and patients. I have also been chosen to represent myself and my colleagues at APD's Safety Meetings.

TEAMWORK

- Since I was young teamwork has been a part of my life, from school projects or school sports to now in the working field. While working at the Patient Service Center, all of the individuals within the PSC, helped to achieve our goals, such as filling schedules, confirming appointments or following up on

patient records, as a team. Although I was the Team Lead for GIM, and worked on my own individual projects, I still worked collaboratively alongside my peers to create efficient work, as well as to cover anyone who was out ill or for an approved vacation day. This remains true while working at APD, as I take on different projects; along with help cover many different positions, including check-in, check-out, training and lab registration.

ADAPATABILITY

- The only constant is change. I am always open to new ideas and am ready to change and adapt as need be, to make sure things run smoothly in and out of the work place.

Experience

RESOURCE SPECIALIST | DARTMOUTH HITCHCOCK MEDICAL CENTER | 04/22/19 – PRESENT

- -assist clinicians and medical providers with resource needs
- -assist patients with resource needs and follow up as needed
- -keep excel spreadsheet of Doorway Flex Fund money spent on resource needs
  - -temporary housing
  - -residential services
  - -insurance
  - -food insecurity
  - -transportation
- -updates to Redcap regarding patients/resources
- -attend IOP groups regarding resource needs
- -getting and keeping up to date information from different community resources
- -assisting resource related 211 calls
- -provide backup coverage of 211 phone as needed

CLINICAL SUPPORT REPRESENTATIVE | ALICE PECK DAY MEMORIAL HOSPITAL | 11/27/17 – 04/12/2019

- -answer incoming calls for the Pain Management Clinic
- -manage Pain Management voicemails
- -schedule appointments for 16 providers in Greenway
- -send messages to 3 teams
- -schedule Treatment Room injections/appointments in both Greenway and Meditech
- -Treatment Room chart prep
- Prior authorizations for Treatment Room injections
- -print/fax/mail letters/records/results
- -assist/chaperon injections/EMG's
- -check out Pain Management patients in patient room
- -inform Pain Management patients of next steps/plans
- -receive/go over necessary information for MRI/EMG scheduling
- -manage incoming Pain Management referrals
- -manage outgoing referrals from the Pain Management clinic
- -check patients in and out at front office

- -next day check in prep
- -confirmation calls for EMG appointments
- -scout Pain Management schedules for early morning/weekly/monthly availability
- -scout Pain Management schedules for errors
- -scan records into patient charts
- -manage workers comp information/appointments and scan into chart

TEAM LEAD, PATIENT SERVICE REPRESENTATIVE | DARTMOUTH HITCHOCK MEDICAL CENTER | 06/09/14 – 11/17/17

- -answer incoming calls for GIM, Lyme, General Pediatrics and Heater Road clinic.
- -schedule visits for 154 providers
- -notify PCP if Pre-Operative appt scheduled with other than PCP
- -notify PCP if Hospital Check with other than PCP
- -Send messages to 23 teams
- -print/fax/mail letters/records/results
- -send cancelation emails to teams alerting them of canceled appointments to fill
- -manage recall lists for all sites
- -manage wait lists
- -onboard new patients (welcome packet, obtain records)
- -follow up on new patient records weekly
- -between call project work (update PCP)
- -GAPs in care work (schedule overdue colo, mammo, pneumovax, well child checks, Medicare Advantage)
- -confirmation calls for tomorrow's appointments
- -refill lines for Heater and GIM
- -scout schedules for early morning availability for next day
- -Daily Availability Report
- -scout schedules for errors

DIETETIC AIDE | DARTMOUTH HITCHOCK MEDICAL CENTER | 01/2011 – 06/2014

- -answer patient phone calls/orders
- -answer nurse calls for patient orders
- -managed patient's certain diets
- -went around to patient floors to take orders/deliver
- -print orders/run out orders
- -managed and delivered tube feeding to floors
- -managed breakfast/lunch/dinner and snacks
- -managed patient food orders for 20 different departments

J/W

Justin Wardell

Certified Recovery Support Worker/RC

[redacted]

[redacted]

[redacted]

SKILLS

- Perseverance
- Lived Experience & Education
- Crisis Management
- Motivational Interviewing
- Working within a Team

EDUCATION

Associates Degree / Addiction Counseling

New Hampshire Technical Institute (NHTI)

2015 - 2018

High school Diploma

Wilton / Lyndeborough Coop

2005-2009

ABOUT ME

My personal experiences with substance abuse has fueled my passion to work with others who struggle with the disease of addiction. I now use my lived experiences and education to help support others in their pursuit of life in recovery.

EXPERIENCE

Recovery Coach

Dartmouth-Hitchcock Medical Center / Lebanon, NH / Jan 2019 - Current

I work as a peer to support patients in their recovery journey. I help patients learn healthy coping skills, develop connections in the recovery community, and navigate the hurdles that come with both early and long-term recovery.

- Develop peer based recovery support relationships with patient in our program.
- Working with our clinicians to develop techniques that best support our patients in their recovery.
- Facilitating peer-support groups for the patients in our program.

Residential Program Assistant

Headrest / Lebanon, NH / 10/17 – 1/19

Working in this low-intensity residential treatment center I learned how to work with patients on a daily basis who strive for a life in recovery.

- Treatment Planning
- Case Management
- Group Facilitation.

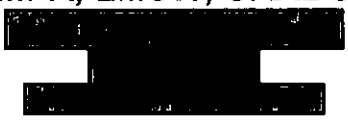
Crisis Hotline Counselor

Headrest / Lebanon, NH / 10/17 – 1/19

Fielding calls for the National Suicide Help line, Local Crisis Line, and Teen Support Line.

- Working with callers to develop safety plans and healthy coping skills.
- Determining through lethality assessment whether to contact emergency services or connecting the caller to community resources.
- Importing data for each caller based on demographics, lethality assessment, referrals and statistical information.

Amy K. Modlin, LICSW, MPA, LMSW, CAADC



Education:

Master of Public Administration, Grand Valley State University, Grand Rapids, MI.

Master of Social Work, Grand Valley State University, Grand Rapids, MI.

- Member Phi Alpha Honor Society
- Native-American Policy Course/Native-American Service Learning Course

Certified Advanced Alcohol and Drug Counselor, Michigan.

Bachelor of Arts, Great Lakes Christian College, Lansing, MI.

- Psychology/Counseling and Family Life Education
- Summa Cum Laude/Delta Epsilon Chi Award/Honor Society of GLCC
- Class Vice President/Student Council Secretary

Professional Experience:

Dartmouth-Hitchcock Medical Center – Lebanon, NH (November 2019-Present)
SUD Therapist – DHMC Addiction Treatment Program

- Conduct SUD intake assessments, individual therapy, IOP, and outpatient group therapy.
- On-call clinician for the Doorway Hub and Spoke program.

Springfield Medical Care Systems – Springfield, VT (August 2017-November 2019)
Behavioral Health Therapist

- Integrated behavioral health and SUD treatment for individuals, couples, families.
- SBINS screening, assessment, brief intervention, and referrals for ED, WHC, CBC.
- MAT intake assessments, individual, and group therapy.

Moved to NH to help take care of a family member (November 2016-August 2017).

Pine Rest Christian Mental Health Services - Holland, MI (February 2012-November 2016)
Outpatient Therapist

- Outpatient therapy to individuals struggling with mental health and co-occurring disorders.
- Supervision to colleagues working on their CAADC certification.
- PMAD panel provider.
- On-call therapist for Pine Rest Detox unit.
- Member of the Recovery Fest Committee.

Pathways - Holland, MI (October 2010-February 2012)
Outpatient Therapist

- Outpatient therapy to individuals struggling with mental health and co-occurring disorders.
- Psycho-educational group therapy involving substance abuse, domestic violence, and recovery from trauma.
- Communication with probation officers, CPS workers, and foster care workers.

Harbor House - Holland, MI (July 2009- October 2010)
Residential Substance Abuse Therapist

- Individual and group therapy for women on issues of substance abuse, PTSD/trauma, and domestic violence.
- Communication with probation officers by providing assessments and monthly progress reports.

Mary Hitchcock Memorial Hospital

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Luke Archibald	Section Chief	$67,500	10%	$6,750
Megan Tracy	Assoc Practice Manager	$15,381	50%	$7,691
Ashley Flickinger	Clinic Nurse	$18,200	25%	$4,550
Mary Carpenter	LNA	$10,125	50%	$5,063
Stephanie Gray	Clinical Secretary	$9,464	50%	$4,732
Nicolas Salvas	Research Coordinator	$12,995	100%	$12,995
Karli Shepherd	Resource Specialist	$12,350	50%	$6,175
Justin Wardell	Recovery Coach	$10,520	50%	$5,260
Amy Modlin	Licensed Clinical Social Worker	$20,020	50%	$10,010
Melissa Baughman	Mgr Behavioral Health clinician	$23,067	20%	$4,613

20 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 5, 2019

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, to amend existing **sole source** agreements with the six (6) vendors listed in bold below, to implement and operationalize a statewide network of Doorways for substance use disorder treatment and recovery support services access, by increasing the total price limitation by $3,962,024 from $19,644,633 to $23,606,657, with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

These agreements were originally approved by the Governor and Executive Council on October 31, 2018 (Item #17A), Mary Hitchcock Memorial Hospital amended on November 14, 2018 (Item #11), Androscoggin Valley Hospital, Inc and Concord Hospital Inc. amended on August 28, 2019 (Item #10).

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	177220-B002	59 Page Hill Rd. Berlin, NH 03570	$1,670,051	$0	$1,670,051
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$2,272,793	$0	$2,272,793
Granite Pathways	**228900-B001**	**10 Ferry St, Ste. 308, Concord, NH, 03301**	**$5,008,703**	**$1,887,176**	**$6,895,879**
Littleton Regional Hospital	**177162-B011**	**600 St. Johnsbury Road, Littleton, NH 03561**	**$1,572,101**	**$141,704**	**$1,713,805**
LRGHealthcare	**177161-B006**	**80 Highland St. Laconia, NH 003246**	**$1,593,000**	**$394,673**	**$1,987,673**
Mary Hitchcock Memorial Hospital	**177160-B001**	**One Medical Center Drive Lebanon, NH 03756**	**$4,043,958**	**$305,356**	**$4,349,314**
The Cheshire Medical Center	**155405-B001**	**580 Court St. Keene, NH 03431**	**$1,593,611**	**$354,079**	**$1,947,690**

Wentworth-Douglass Hospital	**177187-B001**	**789 Central Ave. Dover, NH 03820**	**$1,890,416**	**$879,036**	**$2,769,452**
		Total	**$19,644,633**	**$3,962,024**	**$23,606,657**

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	$9,325,277	$0	$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	$9,987,356	$3,962,024	$14,880,912
2021	102-500731	Contracts for Prog Svc	92057040	$0	$0	$0
			Sub-Total	***$19,312,633***	***$3,962,024***	***$23,274,657***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	$332,000	$0	$332,000
2020	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
2021	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
			Sub-Total	***$332,000***	***$0***	***$332,000***
			Grand Total	**$19,644,633**	**$3,962,024**	**$23,606,657**

EXPLANATION

This request is **sole source** because upon the initial award of State Opioid Response (SOR) funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the Department restructured the State'sservice delivery system to provide individuals a more streamlined process to access substance use disorder (SUD) and Opioid Use Disorder (OUD) services. The vendors above were identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the restructured system.

The purpose of this request is to add funding for: Naloxone kits to distribute to individuals and community partners; additional flexible funds to address barriers to care such as transportation and childcare; and respite shelter vouchers to assist in accessing short-term, temporary housing. This action will align evidence-based methods to expand treatment, recovery, and prevention services to individuals

with OUD in NH. During the first six (6) months of implementation, the Department identified these factors as inhibitors to the long-term success of the program. The outcomes from this amendment align with the original contract to connect individuals with needed services to lower the deaths from OUD in NH and increase the use of Medication Assisted Treatment.

Approximately 9,700 individuals are expected to be served from August 1, 2019 through June 30, 2020. During the first six (6) months of service, the vendors completed 1,571 clinical evaluations, conducted 2,219 treatment referrals, and served 3,239 individuals.

This request represents six (6) of the eight (8) amendments being brought forward for Governor and Executive Council approval. The Governor and Executive Council approved two (2) of the amendments on August 28, 2019 (Item #10).

These contracts will allow the Doorways to continue to ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for SUD, in order to ensure no one in NH has to travel more than sixty (60) minutes to access services. The Doorways increase and standardize services for individuals with OUD; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in NH; and promote engagement in the recovery process. Because no one will be turned away from the Doorway, individuals outside of OUD are also being seen and referred to the appropriate services.

The Department will monitor the effectiveness and the delivery of services required under this agreement using the following performance measures:

- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

Respectfully submitted,

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					
Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00		$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 848,918.00	$ -	$ 848,918.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,654,051.00**	**$ -**	**$ 1,654,051.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00		$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 1,325,131.00	$ -	$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 2,272,793.00**	**$ -**	**$ 2,272,793.00**
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00		$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00	$ 1,887,176.00	$ 4,215,435.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,708,703.00**	**$ 1,887,176.00**	**$ 6,595,879.00**
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00		$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00	$ 141,704.00	$ 882,805.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,556,101.00**	**$ 141,704.00**	**$ 1,697,805.00**
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00		$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00	$ 394,673.00	$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,000.00**	**$ 394,673.00**	**$ 1,987,673.00**

Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 1,774,205.00	$ -	$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	$ 2,269,753.00	$ 305,356.00	$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,043,958.00**	**$ 305,356.00**	**$ 4,349,314.00**
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00		$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00	$ 354,079.00	$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,611.00**	**$ 354,079.00**	**$ 1,947,690.00**
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00		$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00	$ 879,036.00	$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,890,416.00**	**$ 879,036.00**	**$ 2,769,452.00**

SUB TOTAL			**$ 19,312,633.00**	**$ 3,962,024.00**	**$ 23,274,657.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT					
100% Federal Funds					
Activity Code: 92052561					
Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 16,000.00**	**$ -**	**$ 16,000.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**

Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00		$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 300,000.00	$ -	$ 300,000.00
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 16,000.00	$ -	$ 16,000.00
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
SUB TOTAL			$ 332,000.00	$ -	$ 332,000.00

TOTAL	$ 19,644,633.00	$ 3,962,024.00	$ 23,606,657.00

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 2nd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at One Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), as amended and approved by the Governor and Executive Council on November 14, 2018 (Item #11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,349,314.

2. Revise Exhibit A, Scope of Services as approved on October 30, 2018 and amended on November 14, 2018, by replacing it in its entirety with Exhibit A Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

3. Delete Exhibit A-1 Amendment #1, Additional Scope of Services, in its entirety, as all required contract services are now included in Exhibit A Amendment #2, Scope of Services, referenced in paragraph 2 above.

4. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #2 Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

5. Revise Exhibit B-2 from the contract approved on October 30, 2018, Access and Delivery Hub for Opioid Use Disorder Services SFY 20 by replacing it in its entirety with Exhibit B-2 Amendment #2, Access and Delivery Hub for Opioid Use Disorder Services SFY 20, which is attached hereto and incorporated by reference herein.

6. For clarity to correct a clerical error regarding numbering only, replace Exhibit B-2 Amendment #1, Budget Sheet, Overnight and Weekend Clinical Telephone Services for SFY20, in its entirety with Exhibit B-3 Amendment #2 Budget Sheet, Overnight and Weekend Clinical Telephone Services SYF20, which is attached hereto and incorporated by reference herein, and contains no changes to the amount of funding.

8/14/19

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

8/16/19
Date

Name: Katja S. Fox
Title: Director

Mary Hitchcock Memorial Hospital

8/14/19
Date

Name: Daniel W. Jantzen
Title: Chief Financial Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on August 14, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

LAURA K. RONDEAU
STATE OF NEW HAMPSHIRE
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 19, 2022

Laura Rondeau
Name and Title of Notary or Justice of the Peace

My Commission Expires: April 19, 2022

8/14/19

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/23/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

8/14/19

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Lebanon Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the

Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake

requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing; such as payment of security deposits or unpaid utility bills;

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.8.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria

that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

3.1.8.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.8.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner

than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through

technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and

assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders.

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.7. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the

Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

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.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

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

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Lebanon Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets.

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

10. After Hours Telephone Coverage for Doorways

10.1. General

10.1.1. The Contractor shall provide overnight (from 5 pm through 8 am), weekend (from Saturday at 8 am through Monday at 8 am), and ten (10) State holiday clinical telephone coverage for nine (9) Opioid Use Disorder Access and Delivery Doorways at the following locations:

10.1.1.1. Concord.

10.1.1.2. Lebanon.

10.1.1.3. Keene.

10.1.1.4. Laconia.

10.1.1.5. Manchester.

10.1.1.6. Nashua.

10.1.1.7. Littleton.

10.1.1.8. Berlin.

10.1.1.9. Dover.

10.1.2. The Contractor shall ensure minimum shift coverage includes, but is not limited to:

10.1.2.1. One (1) clinician Monday through Friday between the hours of 5 pm and 8 am.

10.1.2.2. One (1) clinician between Saturday at 8 am and Monday at 8 am.

10.1.2.3. An additional one (1) clinician for shift coverage not to exceed twenty-eight (28) hours as determined by the Contractor and Department pursuant to Section 10.1.3.

10.1.3. The Contractor shall collaborate with the Department to determine ongoing staffing and resource needs for overnight and weekend call coverage based on call volumes and demand. The Contractor shall ensure:

10.1.3.1. On-call staffing by licensed clinicians and/or on call pager back-up coverage is available for the shifts outlined in Subsection 10.1.2 are sufficient to meet the call volume to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

10.1.3.2. Licensed clinicians with the ability to assess for co-occurring mental health needs are given preference for open positions.

10.1.4. The Contractor shall ensure that telephonic services provided during the shifts outlined in Subsection 10.1.2 include, at a minimum:

10.1.4.1. Crisis intervention and stabilization, which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

10.1.4.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

10.1.4.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client based on the clinician's clinical judgement.

10.1.4.3. Screening.

10.1.4.4. Coordinating with shelters or emergency services, as needed.

10.1.4.5. Providing clinical evaluation in accordance with the American Society of Addiction Medicine (ASAM) telephonically, if appropriate and reasonable to conduct, based on the callers mental state, willingness, and health status, including:

10.1.4.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

10.1.4.5.2. A level of care recommendation, based on ASAM Criteria (October 2013) when possible; which will be sent to the client's preferred Regional Doorway

10.1.4.5.3. Identification of client strengths and resources that can be used to support treatment and recovery when

possible, which will be sent to the client's preferred Regional Doorway.

10.1.4.6. Communicating the client's preferred scheduling needs for face-to-face intake to the client's preferred Regional Doorway in order for the client to obtain an evaluation and referral services, if determined necessary.

10.1.4.7. Ensuring the client's preferred Regional Doorway receives information on the outcome and events of the call for continued client follow-up and care.

10.1.5. The Contractor shall ensure a Continuity of Operations Plan for landline outage.

10.1.6. The Contractor shall have the clinical telephone coverage operational by January 1, 2019, unless an alternative timeline is approved prior to that date by the Department.

10.1.7. The Contractor shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all service access. This coordination shall include:

10.1.7.1. Establishing an agreement with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and weekend and overnight call coverage activities including the following workflow:

10.1.7.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

10.1.7.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

10.1.7.1.3. If an individual is in an OUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the on-call clinician.

10.1.7.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

10.1.8. The Contractor shall collaborate with the Department to determine a process for obtaining consent forms from all clients served telephonically, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws if the results of a call are being sent to the client's preferred Regional Doorway.

10.1.9. The Contractor shall collaborate with each of the nine (9) Doorway locations to determine a process for obtaining appropriate consent forms in compliance with all applicable state and federal confidentiality laws from all clients served telephonically when the client presents at their preferred Regional Doorway in order to enable the sharing of information on services provided to the client during the hours outlined in Subsection 10.1.1.

10.1.10. The Contractor shall ensure that services provided during weekend and overnight coverage are in in accordance with:

10.1.10.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

10.1.10.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

10.1.10.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

10.1.10.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

10.1.11. The Contractor shall market and advertise Regional Doorway services in accordance with the shared marketing strategy that will be defined by all nine (9) Doorway locations in collaboration with the Department.

10.2. Subcontracting for After Hours Doorway Telephone Services

10.2.1. The Contractor shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

10.3. Staffing for After Hours Doorway Telephone Services

10.3.1. The Contractor shall ensure that minimum clinical staff requirements outlined in Subsection 10.1.2 are met.

10.3.2. The Contractor shall ensure that the clinical telephone coverage staff includes a minimum of:

10.3.2.1. One (1) FTE Administrative Coordinator responsible for scheduling call coverage;

10.3.2.2. One (.5) FTE Program Manager for call-center operations; and

10.3.2.3. One (.2) FTE Clinician to provide clinical leadership and oversight for clinical telephone coverage operations and staff.

10.3.3. The Contractor must meet the training requirements for all clinical staff which include, but are not limited to:

10.3.3.1. Suicide prevention and early warning signs.

10.3.3.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

10.3.3.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

10.3.3.5. A Department approved ethics course within twelve (12) months of

hire.

10.3.4. The Contractor shall require its end users as defined in Exhibit K of this agreement, to receive periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

10.3.5. Required trainings in Subsection 10.3.3 are may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

10.3.6. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date regarding:

10.3.6.1. The contract requirements.

10.3.6.2. All other relevant policies and procedures provided by the Department.

10.3.7. The Contractor shall notify the Department in writing:

10.3.7.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

10.3.7.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

10.3.7.3. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

10.4. Reporting for After Hours Doorway Telephone Services

10.4.1. The Contractor shall submit quarterly de-identified, aggregate information to the Department as determined by the Contractor and the Department which may include:

10.4.1.1. Number of phone calls received

10.4.1.2. Nature of each phone call.

10.4.1.3. Percentage of total callers who hang up before reaching a clinician.

10.4.1.4. Average amount of time it takes for the call to be answered by a clinician.

10.4.1.5. Average amount of time a clinician spends speaking with the caller.

10.4.1.6. Percentage of callers that received a busy tone when they call.

10.4.1.7. Caller demographics and information when available including, but not limited to:

10.4.1.7.1. Substance of choice.

10.4.1.7.2. Housing issues.

10.4.1.7.3. Criminal Justice issues.

10.4.1.7.4. Employment issues.

10.4.1.8. Caller location.

10.4.1.9. Emergency/Imminent Risk Involvement/Level of Urgency.

10.4.1.10. Services sought.

10.4.1.11. Outcome of each phone call including, but not limited to:

10.4.1.11.1. Referrals to Doorway for services and clinical evaluation.

10.4.1.11.2. Information and resources provided via the phone.

10.4.2. The Contractor shall collaborate with the Department on collection of other federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

10.5. Deliverables for After Hours Doorway Telephone Services

10.5.1. The Contractor shall have the clinical telephone coverage in all nine (9) Doorways regions in Subsection 1.1 operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

Methods and Conditions Precedent to Payment

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.
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.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $114,246 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $140,495 for State Fiscal Year 2020.
   5.3. Respite Shelter Voucher funds in the amount of $160,246 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments 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 budget line item.
   9.2. 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.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. 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.

9.5. 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.

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov.

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

10. 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 approval of the Governor and Executive Council.

11. 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.

Exhibit B-2 Amendment #2 Access and Delivery Hub for Opioid Use Disorder Services

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

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	$ 297,997	$ 116,613	$ 414,610	$ -	$ -	$ -	$ 297,997	$ 116,613	$ 414,610
2. Employee Benefits	$ 111,853	$ 32,773	$ 144,626	$ -	$ -	$ -	$ 111,853	$ 32,773	$ 144,626
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 7,649	$ 2,099	$ 9,748	$ -	$ -	$ -	$ 7,649	$ 2,099	$ 9,748
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 500	$ 147	$ 647	$ -	$ -	$ -	$ 500	$ 147	$ 647
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000	$ 293	$ 1,293	$ -	$ -	$ -	$ 1,000	$ 293	$ 1,293
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Nurses	$ 114,248	$ 14,850	$ 129,098	$ -	$ -	$ -	$ 114,248	$ 14,850	$ 129,098
Assistants	$ 140,495	$ 17,580	$ 158,076	$ -	$ -	$ -	$ 140,495	$ 17,580	$ 158,076
Hospital vouchers	$ 160,815	$ -	$ 160,815	$ -	$ -	$ -	$ 160,815	$ -	$ 160,815
TOTAL	$ 834,747	$ 184,265	$ 1,119,512	$ -	$ -	$ -	$ 834,747	$ 184,265	$ 1,119,512

Indirect As A Percent of Direct: 16.5%

Contractor Initials: CG
Date: 8/14/19

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Service

Budget Period: SFY 26 (7/1/2025-6/30/2026)

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	$ 678,696	$ 199,953	$ 877,649	$ -	$ -	$ -	$ 678,696	$ 199,953	$ 877,649
2. Employee Benefits	$ 170,829	$ 50,093	$ 220,903	$ -	$ -	$ -	$ 170,829	$ 50,093	$ 220,903
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 12,000	$ 3,819	$ 15,819	$ -	$ -	$ -	$ 12,000	$ 3,819	$ 15,819
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 200,000	$ 56,000	$ 256,000	$ -	$ -	$ -	$ 200,000	$ 56,000	$ 256,000
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 50,000	$ 14,050	$ 64,050	$ -	$ -	$ -	$ 50,000	$ 14,050	$ 64,050
10. Marketing/Communications	$ 5,000	$ 1,463	$ 6,463	$ -	$ -	$ -	$ 5,000	$ 1,463	$ 6,463
11. Staff Education and Training	$ 10,000	$ 2,930	$ 12,930	$ -	$ -	$ -	$ 10,000	$ 2,930	$ 12,930
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details in narrative):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,126,525	$ 330,077	$ 1,456,597	$ -	$ -	$ -	$ 1,126,525	$ 330,077	$ 1,456,597
Indirect As A Percent of Direct		29.3%							

Contractor Initials: _____

Date: _____

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Service
HUB Overnight Coverage

Budget Period: SFY 20 (7/1/2019-6/30/2020)

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	$ 678,888	$ 198,655	$ 877,543	$ -	$ -	$ -	$ 678,888	$ 198,655	$ 877,543
2. Employee Benefits	$ 170,836	$ 50,059	$ 220,893	$ -	$ -	$ -	$ 170,836	$ 50,059	$ 220,893
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 12,000	$ 3,516	$ 15,516	$ -	$ -	$ -	$ 12,000	$ 3,516	$ 15,516
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 200,000	$ 58,600	$ 258,600	$ -	$ -	$ -	$ 200,000	$ 58,600	$ 258,600
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 50,000	$ 14,650	$ 64,650	$ -	$ -	$ -	$ 50,000	$ 14,650	$ 64,650
10. Marketing/Communications	$ 5,000	$ 1,465	$ 6,465	$ -	$ -	$ -	$ 5,000	$ 1,465	$ 6,465
11. Staff Education and Training	$ 10,000	$ 2,930	$ 12,930	$ -	$ -	$ -	$ 10,000	$ 2,930	$ 12,930
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,126,625	$ 330,072	$ 1,458,697	$ -	$ -	$ -	$ 1,126,625	$ 330,072	$ 1,458,697
Indirect As A Percent of Direct		29.3%							

Contractor Initials

Date 2/27/19

11 mac

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
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 30, 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 amend a **retroactive, sole source** agreement with Mary Hitchcock Memorial Hospital, one (1) of the eight (8) vendors listed below, by increasing the Price Limitation from $16,606,487 by $2,500,170 to an amount not to exceed $19,106,657, to develop, implement and operationalize statewide clinical telephone overnight, weekend, and holiday coverage for Regional Hubs for opioid use disorder treatment and recovery support services, **retroactive** to October 31, 2018, through an unchanged completion date of September 29, 2020. The original contracts were approved by the Governor and Executive Council on October 31, 2018 (Item #17A). Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Current Budgets	Increase/ (Decrease)	Updated Budgets
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611	$0	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257	$0	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703	$0	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road, Littleton, NH 03561	$1,572,101	$0	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000	$0	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788	$2,500,170	$4,043,958
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611	$0	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416	$0	$1,890,416
		Total	$16,606,487	$2,500,170	$19,106,657

Funds are available in the following accounts 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 the 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 Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704	$1,043,573	$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783	$1,456,597	$9,449,380
2021	102-500731	Contracts for Prog Svc	92057040	$0	$0	$0
			Sub-Total	***$16,274,487***	***$2,500,170***	***$18,774,657***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

SFY	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	$332,000	$0	$332,000
2020	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
2021	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
			Sub-Total	***$332,000***	***$0***	***$332,000***
			Grand Total	**$16,606,487**	**$2,500,170**	**$19,106,657**

EXPLANATION

This request is **sole source** because Mary Hitchcock Memorial Hospital came to an agreement with the other Regional Hubs for opioid use disorder (OUD) services (hereafter referred to as "Hubs) for the creation and use of shared overnight, weekend, and holiday clinical telephone coverage that leverages Mary Hitchcock Memorial Hospital's experience with similar after-hours telephone coverage. This agreement ensures that all nine (9) Hub locations have a standard process and protocol for management of Hub services. This eliminates variances in client experience based on their region, which is a core goal of the Hubs.

This request is **retroactive** because Mary Hitchcock Memorial Hospital is required to ensure that the clinical telephone coverage service begins by January 1, 2019 and this requires a rapid recruitment and hiring process to ensure that all staff are hired and trained to begin delivering services by that time.

The purpose of this amendment is for the provision of overnight, weekend, and holiday telephone coverage for the nine (9) Opioid Use Disorder (OUD) Access and Delivery Regional Hubs. The Contractor will ensure that licensed clinicians are available when the Regional Hubs are closed so that residents are always provided with OUD services as needed.

The Hubs ensure that every resident in NH has access to OUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for OUD. The Hubs are situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors are responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

The Hubs receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers are also able to directly contact their local Hub for services. The Hubs refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

The Hubs also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services 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 Council. This contract will not be extended through this amendment. The Contractor will ensure coverage for the Hub regions for off hours requests from residents with OUD.

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 seeking help for OUD in NH during non-business day hours may not receive the help they need in a timely manner. This may increase the likelihood that individuals have delayed access to care for critical OUD services.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. 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

Androscoggin Valley Hospital, Inc					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 805,133.00		$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00		$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,543,611.00	$ -	$ 1,543,611.00
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 947,662.00		$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00		$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,845,257.00	$ -	$ 1,845,257.00
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00		$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00		$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 4,708,703.00	$ -	$ 4,708,703.00
Littleton Regional Hospital					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 815,000.00		$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00		$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,556,101.00	$ -	$ 1,556,101.00
LRGHealthcare					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 820,000.00		$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00		$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,593,000.00	$ -	$ 1,593,000.00

Mary Hitchcock Memorial Hospital					
Vendor # 177651-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 730,632.00	$ 1,043,573.00	$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	$ 813,156.00	$ 1,456,597.00	$ 2,269,753.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,543,788.00	$ 2,500,170.00	$ 4,043,958.00
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 820,133.00		$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00		$ 773,478.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,593,611.00	$ -	$ 1,593,611.00
Wentworth-Douglas Hospital					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 962,700.00		$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00		$ 927,716.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 1,890,416.00	$ -	$ 1,890,416.00

SUB TOTAL			$ 16,274,487.00	$ 2,500,170.00	$ 18,774,657.00

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT					
100% Federal Funds					
Activity Code: 92052561					
Androscoggin Valley Hospital, Inc					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 16,000.00	$ -	$ 16,000.00
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -

Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 300,000.00		$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 300,000.00	$ -	$ 300,000.00
Littleton Regional Hospital					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 16,000.00	$ -	$ 16,000.00
LRGHealthcare					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Mary Hitchcock Memorial Hospital					
Vendor # 177651-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Wentworth-Douglas Hospital					
Vendor # 157787					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
SUB TOTAL			$ 332,000.00	$ -	$ 332,000.00

TOTAL			$ 16,606,487.00	$ 2,500,170.00	$ 19,106,657.00
Summary by Vendor			Total Amount	Total Amount	Total Amount
Adroscoggin Valley Hospital, Inc			$ 1,559,611.00	$ -	$ 1,559,611.00
Concord Hospital, Inc			$ 1,845,257.00	$ -	$ 1,845,257.00
Granite Pathways			$ 5,008,703.00	$ -	$ 5,008,703.00
Littleton Regional Hospital			$ 1,572,101.00	$ -	$ 1,572,101.00
LRGHealthcare			$ 1,593,000.00	$ -	$ 1,593,000.00
Mary Hitchcock Memorial Hospital			$ 1,543,788.00	$ 2,500,170.00	$ 4,043,958.00
The Cheshire Medical Center			$ 1,593,611.00	$ -	$ 1,593,611.00
Wentworth-Douglas Hospital			$ 1,890,416.00	$ -	$ 1,890,416.00
Total			$ 16,606,487.00	$ 2,500,170.00	$ 19,106,657.00

Summary by Vendor			SFY 19 Total Amount	SFY 19 Total Amount	SFY 19 Total Amount
Adroscoggin Valley Hospital, Inc			$ 821,133.00	$ -	$ 821,133.00
Concord Hospital, Inc			$ 947,662.00	$ -	$ 947,662.00
Granite Pathways			$ 2,680,444.00	$ -	$ 2,680,444.00
Littleton Regional Hospital			$ 831,000.00	$ -	$ 831,000.00
LRGHealthcare			$ 820,000.00	$ -	$ 820,000.00
Mary Hitchcock Memorial Hospital			$ 730,632.00	$ 1,043,573.00	$ 1,774,205.00
The Cheshire Medical Center			$ 820,133.00	$ -	$ 820,133.00
Wentworth-Douglas Hospital			$ 982,700.00	$ -	$ 982,700.00
Total			$ 8,613,704.00	$ 1,043,573.00	$ 9,657,277.00

Summary by Vendor			SFY 20 Total Amount	SFY 20 Total Amount	SFY 20 Total Amount
Adroscoggin Valley Hospital, Inc			$ 738,478.00	$ -	$ 738,478.00
Concord Hospital, Inc			$ 897,595.00	$ -	$ 897,595.00
Granite Pathways			$ 2,328,259.00	$ -	$ 2,328,259.00
Littleton Regional Hospital			$ 741,101.00	$ -	$ 741,101.00
LRGHealthcare			$ 773,000.00	$ -	$ 773,000.00
Mary Hitchcock Memorial Hospital			$ 813,156.00	$ 1,456,597.00	$ 2,269,753.00
The Cheshire Medical Center			$ 773,478.00	$ -	$ 773,478.00
Wentworth-Douglas Hospital			$ 927,716.00	$ -	$ 927,716.00
Total			$ 7,992,783.00	$ 1,456,597.00	$ 9,449,380.00

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub
For Opioid Use Disorder Services Contract

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") dated this 19th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital, (hereinafter referred to as "the Contractor"), a corporation with a place of business at One Medical Center Drive, Lebanon, NH, 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,043,958.

2. Add Exhibit A, Scope of Services, Section 3, Scope of Work for Hub Activities, Subsection 3.2, Paragraph 3.2.4 as follows:

   3.2.4 The Contractor shall provide overnight, weekend, and holiday clinical telephone services for Regional Hubs as defined in Exhibit A-1.

3. Add Exhibit A-1 Additional Scope of Services.
4. Add Exhibit B-1, Budget Sheet, Overnight and Weekend Clinical Telephone Services.
5. Add Exhibit B-2, Budget Sheet, Overnight and Weekend Clinical Telephone Services.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

11/1/18
Date

Name: Katja S Fox
Title: Director

Mary Hitchcock Memorial Hospital

10/30/2018
Date

Name: Edward J. Merrens
Title: Chief Clinical Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on October 30, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Laura Rondeau, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: April 19, 2022

LAURA K. RONDEAU
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES APRIL 19, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/31/18
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Additional Scope of Services

1. Scope of Work

1.1. The Contractor shall provide overnight (from 5 pm through 8 am), weekend (from Saturday at 8 am through Monday at 8 am), and ten (10) State holiday clinical telephone coverage for nine (9) Opioid Use Disorder Access and Delivery Hubs at the following locations:

1.1.1. Concord.

1.1.2. Lebanon.

1.1.3. Keene.

1.1.4. Laconia.

1.1.5. Manchester.

1.1.6. Nashua.

1.1.7. Littleton.

1.1.8. Berlin.

1.1.9. Dover.

1.2. The Contractor shall ensure minimum shift coverage includes, but is not limited to:

1.2.1. One (1) clinician Monday through Friday between the hours of 5 pm and 8 am.

1.2.2. One (1) clinician between Saturday at 8 am and Monday at 8 am.

1.2.3. An additional one (1) clinician for shift coverage not to exceed twenty-eight (28) hours as determined by the Contractor and Department pursuant to Section 1.3.

1.3. The Contractor shall collaborate with the Department to determine ongoing staffing and resource needs for overnight and weekend call coverage based on call volumes and demand. The Contractor shall ensure:

1.3.1. On-call staffing by licensed clinicians and/or on call pager back-up coverage is available for the shifts outlined in Subsection 1.2 are sufficient to meet the call volume to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

1.3.2. Licensed clinicians with the ability to assess for co-occurring mental health needs are given preference for open positions.

1.4. The Contractor shall ensure that telephonic services provided during the shifts outlined in Subsection 1.2 include, at a minimum:

1.4.1. Crisis intervention and stabilization, which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

1.4.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

EM

1.4.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client based on the clinician's clinical judgement.

1.4.3. Screening.

1.4.4. Coordinating with shelters or emergency services, as needed.

1.4.5. Providing clinical evaluation in accordance with the American Society of Addiction Medicine (ASAM) telephonically, if appropriate and reasonable to conduct, based on the callers mental state, willingness, and health status, including:

1.4.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

1.4.5.2. A level of care recommendation, based on ASAM Criteria (October 2013) when possible, which will be sent to the client's preferred Regional Hub

1.4.5.3. Identification of client strengths and resources that can be used to support treatment and recovery when possible, which will be sent to the client's preferred Regional Hub.

1.4.6. Communicating the client's preferred scheduling needs for face-to-face intake to the client's preferred Regional Hub in order for the client to obtain an evaluation and referral services, if determined necessary.

1.4.7. Ensuring the client's preferred Regional Hub receives information on the outcome and events of the call for continued client follow-up and care.

1.5. The Contractor shall ensure a Continuity of Operations Plan for landline outage.

1.6. The Contractor shall have the clinical telephone coverage operational by January 1, 2019, unless an alternative timeline is approved prior to that date by the Department.

1.7. The Contractor shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all service access. This coordination shall include:

1.7.1. Establishing an agreement with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and weekend and overnight call coverage activities including the following workflow:

1.7.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

1.7.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

1.7.1.3. If an individual is in an OUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the on-call clinician.

1.7.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

1.8. The Contractor shall collaborate with the Department to determine a process for obtaining consent forms from all clients served telephonically, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws if the results of a call are being sent to the client's preferred Regional Hub.

1.9. The Contractor shall collaborate with each of the nine (9) Hub locations to determine a process for obtaining appropriate consent forms in compliance with all applicable state and federal confidentiality laws from all clients served telephonically when the client presents at their preferred Regional Hub in order to enable the sharing of information on services provided to the client during the hours outlined in Subsection 1.1.

1.10. The Contractor shall ensure that services provided during weekend and overnight coverage are in in accordance with:

1.10.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

1.10.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

1.10.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

1.10.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

1.11. The Contractor shall market and advertise Regional Hub services in accordance with the shared marketing strategy that will be defined by all nine (9) Hub locations in collaboration with the Department.

2. Subcontracting

2.1. The Contractor shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

3. Staffing

3.1. The Contractor shall ensure that minimum clinical staff requirements outlined in Subsection 1.2 are met.

3.2. The Contractor shall ensure that the clinical telephone coverage staff includes a minimum of:

3.2.1. One (1) FTE Administrative Coordinator responsible for scheduling call coverage;

3.2.2. One (.5) FTE Program Manager for call-center operations; and

3.2.3. One (.2) FTE Clinician to provide clinical leadership and oversight for clinical telephone coverage operations and staff.

3.3. The Contractor must meet the training requirements for all clinical staff which include, but are not limited to:

3.3.1. Suicide prevention and early warning signs.

3.3.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

3.3.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

3.3.5. A Department approved ethics course within twelve (12) months of hire.

3.4. The Contractor shall require its end users as defined in Exhibit K of this agreement, to receive periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

3.5. Required trainings in Subection 3.3 are may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

3.6. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date regarding:

3.6.1. The contract requirements.

3.6.2. All other relevant policies and procedures provided by the Department.

3.7. The Contractor shall notify the Department in writing:

3.7.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

3.7.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

3.8. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

4. Reporting

4.1. The Contractor shall submit quarterly de-identified, aggregate information to the Department as determined by the Contractor and the Department which may include:

4.1.1. Number of phone calls received

4.1.2. Nature of each phone call.

4.1.3. Percentage of total callers who hang up before reaching a clinician.

4.1.4. Average amount of time it takes for the call to be answered by a clinician.

4.1.5. Average amount of time a clinician spends speaking with the caller.

4.1.6. Percentage of callers that received a busy tone when they call.

4.1.7. Caller demographics and information when available including, but not limited to:

4.1.7.1. Substance of choice.

4.1.7.2. Housing issues.

4.1.7.3. Criminal Justice issues.

4.1.7.4. Employment issues.

4.1.8. Caller location.

4.1.9. Emergency/Imminent Risk Involvement/Level of Urgency.

4.1.10. Services sought.

4.1.11. Outcome of each phone call including, but not limited to:

4.1.11.1. Referrals to Hub for services and clinical evaluation.

4.1.11.2. Information and resources provided via the phone.

4.2. The Contractor shall collaborate with the Department on collection of other federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

5. Deliverables

5.1. The Contractor shall have the clinical telephone coverage in all nine (9) Hubs regions in Subsection 1.1 operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Service
(MAB Overnight Coverage)

Budget Period: SFY 11 (GSC Approval - 6/30/2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded
	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 395,352	$ 115,838	$ 511,190	$ -	$ -	$ -	$ 395,352
2. Employee Benefits	$ 125,743	$ 36,843	$ 162,585	$ -	$ -	$ -	$ 125,743
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 6,000	$ 1,758	$ 7,758	$ -	$ -	$ -	$ 6,000
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 200,000	$ 58,800	$ 258,800	$ -	$ -	$ -	$ 200,000
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 50,000	$ 14,650	$ 64,650	$ -	$ -	$ -	$ 50,000
10. Marketing/Communications	$ 15,000	$ 4,395	$ 19,395	$ -	$ -	$ -	$ 15,000
11. Staff Education and Training	$ 15,000	$ 4,395	$ 19,395	$ -	$ -	$ -	$ 15,000
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 807,095	$ 236,679	$ 1,043,573	$ -	$ -	$ -	$ 807,095
Indirect As A Percent of Direct		29.3%					

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Service
HUB Overnight Coverage

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded
	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 678,686	$ 198,856	$ 877,543	$ -	$ -	$ -	$ 678,686
2. Employee Benefits	$ 170,839	$ 50,055	$ 220,893	$ -	$ -	$ -	$ 170,839
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 12,000	$ 3,518	$ 15,518	$ -	$ -	$ -	$ 12,000
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 200,000	$ 58,600	$ 258,600	$ -	$ -	$ -	$ 200,000
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 50,000	$ 14,650	$ 64,650	$ -	$ -	$ -	$ 50,000
10. Marketing/Communications	$ 5,000	$ 1,465	$ 6,465	$ -	$ -	$ -	$ 5,000
11. Staff Education and Training	$ 10,000	$ 2,930	$ 12,930	$ -	$ -	$ -	$ 10,000
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,126,525	$ 330,072	$ 1,456,597	$ -	$ -	$ -	$ 1,126,525
Indirect As A Percent of Direct		29.3%					

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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
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 17, 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 sole source agreements with the eight (8) vendors listed below, in an amount not to exceed $16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton, NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

Funds are available in the following account(s) 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 the Governor and Executive Council.

06-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704
SFY 2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783
SFY 2021	102-500731	Contracts for Prog Svc	92057040	$0
			Sub-Total	***$16,274,487***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92052561	$332,000
SFY 2020	102-500731	Contracts for Prog Svc	92052561	$0
SFY 2021	102-500731	Contracts for Prog Svc	92052561	$0
			Sub-Total	***$332,000***
			Grand Total	**$16,606,487**

EXPLANATION

This request is sole source because the Department is seeking to restructure its service delivery system in order for individuals to have more rapid access to opioid use disorder (OUD) services. The vendors above have been identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the service restructure. Presently, the Department funds a separate contract with Granite Pathways through December 31, 2018 for Regional Access Points, which provide screening and referral services to individuals seeking help with substance use disorders. The Department is seeking to re-align this service into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. The establishment of nine (9) Regional Hubs (hereafter referred to as Hubs) is critical to the Department's plan.

The Hubs will ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders. The statewide telephone coverage will be accomplished

evaluations for substance use disorders. The statewide telephone coverage will be accomplished through a collaborative effort among all of the Hubs for overnight and weekend access to a clinician, which will be presented to the Governor and Executive Council at the November meeting. The Hubs will be situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors will be responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

In the cities of Manchester and Nashua, given the maturity of the Safe Stations programs as access points in those regions, Granite Pathways, the existing Regional Access Point contractor, was selected to operate the Hubs in those areas to ensure alignment with models consistent with ongoing Safe Station's operations. To maintain fidelity to existing Safe Stations operations, Granite Pathways will have extended hours of on-site coverage from 8am-11pm on weekdays and 11am-11pm on weekends.

The Hubs will receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers will also be able to directly contact their local Hub for services. The Hubs will refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

Funds for each Hub were determined based on a variety of factors, including historical client data from Medicaid claims and State-funded treatment services based on client address, naloxone administration and distribution data, and hospital admissions for overdose events. Funds in these agreements will be used to establish the necessary infrastructure for Statewide Hub access and to pay for naloxone purchase and distribution. The vendors will also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items 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.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services 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 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 Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

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

FORM NUMBER P-37 (version 5/8/15)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-04)

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 Mary Hitchcock Memorial Hospital		1.4 Contractor Address One Medical Center Dr, Lebanon, NH, 03756	
1.5 Contractor Phone Number (603) 650-5000	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,543,788
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Edward Merrens		1.12 Name and Title of Contractor Signatory Edward Merrens Chief Clinical Officer	

1.13 Acknowledgement: State of New Hampshire County of Grafton

On October 18, 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] NOTARY PUBLIC STATE OF NEW HAMPSHIRE COMMISSION EXPIRES APRIL 18, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 10/19/18	1.15 Name and Title of State Agency Signatory Katja 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: On: Megan A. Lyde-Attorney 10/19/18	
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 10/18/18

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
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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 10/18/18

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, 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.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Lebanon Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private Insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders.

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches;

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.5.1. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Lebanon Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets.

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Exhibit B

Methods and Conditions Precedent to Payment

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.

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.

3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685.

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

5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.

6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.

7. The Contractor shall not use funds to pay for bricks and mortar expenses.

8. The Contractor shall include in their budget, at their discretion the following:

   8.1. Funds to meet staffing requirements of the contract

   8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts

   8.3. Funds to meet the GPRA and reporting requirements of the contract

   8.4. Funds to meet staff training requirements of the contract

9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.

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

    10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.

    10.2. Payment beyond start-up costs 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.

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

10.4. 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.

10.5. 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.

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

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

10.8. 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 approval of the Governor and Executive Council.

11. 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.

Access and Delivery Hub for Opioid Use Disorder Services

Exhibit B-1

New Hampshire Department of Health and Human Services

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (BAB Approval - 6/30/2019)

1. Total Salary/Wages	$ 318,878	$ 93,440	$ 412,318	$ -	$ -	$ -	$ 318,878	$ 93,440	$ 412,318	
2. Employee Benefits	$ 82,117	$ 27,802	$ 109,919	$ -	$ -	$ -	$ 82,117	$ 27,802	$ 109,919	
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Medical	$ 10,000	$ 4,118	$ 14,118	$ -	$ -	$ -	$ 10,000	$ 4,118	$ 14,118	
Office	$ 15,000	$ 4,000	$ 19,000	$ -	$ -	$ -	$ 15,000	$ 4,000	$ 19,000	
6. Travel	$ 5,000	$ 1,451	$ 6,451	$ -	$ -	$ -	$ 5,000	$ 1,451	$ 6,451	
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ 2,456	$ 705	$ 3,161	$ -	$ -	$ -	$ 2,456	$ 705	$ 3,161	
Postage	$ 800	$ 117	$ 917	$ -	$ -	$ -	$ 800	$ 117	$ 917	
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Insurance	$ 10,000	$ 3,920	$ 13,920	$ -	$ -	$ -	$ 10,000	$ 3,920	$ 13,920	
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 10,000	$ 2,920	$ 12,920	$ -	$ -	$ -	$ 10,000	$ 2,920	$ 12,920	
11. Staff Education and Training	$ 15,000	$ 4,295	$ 19,295	$ -	$ -	$ -	$ 15,000	$ 4,295	$ 19,295	
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
13. Other (specify more detail as necessary)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Non-Profit	$ 80,000	$ 14,920	$ 94,920	$ -	$ -	$ -	$ 80,000	$ 14,920	$ 94,920	
Indirects	$ 20,000	$ 4,795	$ 24,795	$ -	$ -	$ -	$ 20,000	$ 4,795	$ 24,795	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 568,947	$ 168,683	$ 737,630	$ -	$ -	$ -	$ 568,947	$ 168,683	$ 737,630	

Indirect As A Percent of Direct 29.6%

Mary Hitchcock Memorial Hospital
05-95-93-930510-4000-000
Exhibit B-1
Page 1 of 1

Date 10/18/18

New Hampshire Department of Health and Human Services

[illegible]

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (7/1/2018-6/30/2019)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Incremental	Total	Direct Incremental	Indirect Incremental	Total	Direct Incremental	Indirect Incremental	Total
1. Total Salary/Wages	$ 257,857	$ 116,813	$ 374,670	$ -	$ -	$ -	$ 257,857	$ 116,813	$ 374,670
2. Employee Benefits	$ 111,853	$ 33,773	$ 145,626	$ -	$ -	$ -	$ 111,853	$ 33,773	$ 145,626
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 7,849	$ 1,709	$ 9,558	$ -	$ -	$ -	$ 7,849	$ 1,709	$ 9,558
6. Travel	$ 800	$ 167	$ 967	$ -	$ -	$ -	$ 800	$ 167	$ 967
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000	$ 293	$ 1,293	$ -	$ -	$ -	$ 1,000	$ 293	$ 1,293
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Diem	$ 49,000	$ 14,000	$ 63,000	$ -	$ -	$ -	$ 49,000	$ 14,000	$ 63,000
Incentive	$ 49,000	$ 17,000	$ 77,000	$ -	$ -	$ -	$ 49,000	$ 17,000	$ 77,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 530,001	$ 134,956	$ 813,144	$ -	$ -	$ -	$ 530,001	$ 134,956	$ 813,144

Indirect As A Percent Of Direct: 25%

Mary Hitchcock Memorial Hospital
SS-2019-DBHS-05-ACCES-04
Exhibit B-1
Page 1 of 1

Contractor Initials: EON

Date: 10/18/18

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. Conditional Nature of Agreement.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Revisions to Standard Exhibits**

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

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 disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, 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, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. **Renewal**

3.1. The Department reserves the right 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.

10/18/18
Date

Contractor Name:
Name:
Title:

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.

10/18/2018
Date

Contractor Name:
Edmund J Munn
Name:
Title:

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

Contractor Initials EM
Date 10·18·18

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.

10/18/18
Date

Contractor Name:
Edmund J. Mems
Name:
Title:

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:

10/18/2018
Date

Edmund J Mercier
Name:
Title:

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.

10/18/2018
Date

Contractor Name:
Name:
Title:

Contractor Initials EM
Date 10/18/18

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 EM

Date 10/18/18

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:

10/18/2018
Date

Name:
Title:

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: 069910297

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: _____

A. Definitions

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

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

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

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

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

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

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

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting DHHS Data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS Data.

3. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If Contractor is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. Contractor may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

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

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

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

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with– the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Access and Delivery Hub for Opioid Use Disorder Services

This 2nd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Cheshire Medical Center, (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 580 Court Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 20, 2018 (Item #17A), as amended on September 18, 2019 (Item #20), (the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by $205,033, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 2020 through September 29, 2020), as specified in Exhibit B-3 Amendment #2 Budget, with no change to the contract price limitation.

2. Add Exhibit B-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6-10-2020
Date

Name: Christine Tappan
Title: Associate Commissioner

The Cheshire Medical Center

5/26/2020
Date

Name: Kathryn Wellbaum
Title: SVP Finance

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/10/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: The Cheshire Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: 07/01/2020-09/30/2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 105,384.00	$ 10,539.00	$ 115,923.00	$ -	$ -	$ -	$ 105,384.00	$ 10,539.00	$ 115,923.00
2. Employee Benefits	$ 31,088.00	$ 3,109.00	$ 34,197.00	$ -	$ -	$ -	$ 31,088.00	$ 3,109.00	$ 34,197.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 2,000.00	$ 200.00	$ 2,200.00	$ -	$ -	$ -	$ 2,000.00	$ 200.00	$ 2,200.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 1,500.00	$ 150.00	$ 1,650.00	$ -	$ -	$ -	$ 1,500.00	$ 150.00	$ 1,650.00
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 2,071.00	$ 207.00	$ 2,278.00	$ -	$ -	$ -	$ 2,071.00	$ 207.00	$ 2,278.00
Office	$ 1,750.00	$ 175.00	$ 1,925.00	$ -	$ -	$ -	$ 1,750.00	$ 175.00	$ 1,925.00
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 20,700.00	$ 2,070.00	$ 22,770.00	$ -	$ -	$ -	$ 20,700.00	$ 2,070.00	$ 22,770.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,800.00	$ 180.00	$ 1,980.00	$ -	$ -	$ -	$ 1,800.00	$ 180.00	$ 1,980.00
Postage	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 3,000.00	$ 300.00	$ 3,300.00	$ -	$ -	$ -	$ 3,000.00	$ 300.00	$ 3,300.00
11. Staff Education and Training	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Flex Funds	$ 6,000.00	$ 600.00	$ 6,600.00	$ -	$ -	$ -	$ 6,000.00	$ 600.00	$ 6,600.00
Medictions	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 185,393.00	$ 18,640.00	$ 205,033.00	$ -	$ -	$ -	$ 185,393.00	$ 18,640.00	$ 205,033.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials_____

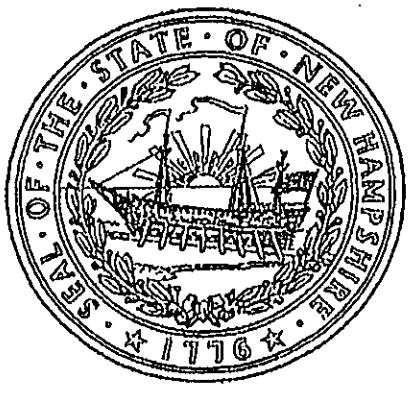
Date_____

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 THE CHESHIRE MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62567
Certificate Number: 0004555559



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of July A D 2019

William M. Gardner
Secretary of State

Cheshire Medical Center
Dartmouth-Hitchcock Keene

580-90 Court Street
Keene, NH 03431
Phone (603) 354-5400
cheshiremed org

June 10, 2020

To Whom it May Concern:

I hereby certify that said vote on the certificate of vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this letter is attached.

Thank you,

Don Caruso
CEO & President

CERTIFICATE OF VOTE

I, H Roger Hansen, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Cheshire Medical Center
(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 October 15, 2018
(Date)

RESOLVED: That the Vice President, Finance
(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 16 day of October, 2018
(Date Contract Signed)

4 Kathryn Willbarger is the duly elected Vice President, Finance
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

H Roger Hansen
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 16th day of October, 2018.

By H. Roger Hansen.
(Name of Elected Officer of the Agency)

Ann M Gagnon
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: October 1, 2019

ANN M. GAGNON
Notary Public - New Hampshire
My Commission Expires October 1, 2019

RESOLUTION

OF THE BOARD OF TRUSTEES

OF

CHESHIRE MEDICAL CENTER

Be it resolved that the Board of Trustees of the Cheshire Medical Center authorizes Don Caruso, MD or Kathryn Willbarger, Vice President, Finance, on behalf of Cheshire Medical Center to enter into a contract with the State of New Hampshire for System of Care for Substance Use Services to address the Opioid Epidemic in New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

Dated: October 15, 2018

H. Roger Hansen, Chair
Cheshire Medical Center
Board of Trustees

RESOLUTION

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

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

Signature

Don Caruso

Chris Schon

Kathryn Willbarger

I hereby certify that the above is a true copy of a Resolution unanimously adopted at a meeting of the Board of Trustees of Cheshire Medical Center held on February 19, 2018.

Katherine Snow
Secretary

DARTHIT-01 JKELLEY1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2019

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

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

PRODUCER License # 1780862
HUB International New England
100 Central Street, Suite 201
Holliston, MA 01746

CONTACT NAME: Jessica Kelley
PHONE (A/C, No, Ext): (774) 233-6212 FAX (A/C, No):
E-MAIL ADDRESS: Jessica.Kelley@hubinternational.com

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: Safety National Casualty Corporation — 15105
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	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	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			AG4061049	7/1/2019	7/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

NH DHHS
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

CERTIFICATE OF INSURANCE

DATE: 06/10/2020

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

INSURED
Cheshire Medical Center
580 Court St
Keene, NH 03431

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

COVERAGES

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

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002019-A	07/01/2019	07/01/2020	EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES	$100,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	$1,000,000
	OCCURRENCE				GENERAL AGGREGATE	$2,000,000
OTHER					PRODUCTS-COMP/OP AGG	$1,000,000
PROFESSIONAL LIABILITY					EACH CLAIM	
	CLAIMS MADE				ANNUAL AGGREGATE	
	OCCURENCE					
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

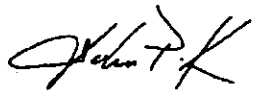
Certificate of Insurance issued as evidence of insurance only.

CERTIFICATE HOLDER

NH Dept of Health & Human Services
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVES



Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2019 and 2018

Dartmouth-Hitchcock Health and Subsidiaries
Index
June 30, 2019 and 2018

Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2019 and 2018, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Health System's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2019 and 2018, and the results of their operations, changes in net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, the Health System changed the manner in which it accounts for revenue recognition from contracts with customers and the manner in which it presents net assets and reports certain aspects of its financial statements as a not-for-profit entity in 2019. Our opinion is not modified with respect to this matter.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of its operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 26, 2019

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
Years Ended June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Assets		
Current assets		
Cash and cash equivalents	$ 143,587	$ 200,169
Patient accounts receivable, net of estimated uncollectibles of $132,228 at June 30, 2018 (Note 4)	221,125	219,228
Prepaid expenses and other current assets	95,495	97,502
Total current assets	460,207	516,899
Assets limited as to use (Notes 5 and 7)	876,249	706,124
Other investments for restricted activities (Notes 5 and 7)	134,119	130,896
Property, plant, and equipment, net (Note 6)	621,256	607,321
Other assets	124,471	108,785
Total assets	$ 2,216,302	$ 2,070,025
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	$ 10,914	$ 3,464
Current portion of liability for pension and other postretirement plan benefits (Note 11)	3,468	3,311
Accounts payable and accrued expenses (Note 13)	113,817	95,753
Accrued compensation and related benefits	128,408	125,576
Estimated third-party settlements (Note 4)	41,570	41,141
Total current liabilities	298,177	269,245
Long-term debt, excluding current portion (Note 10)	752,180	752,975
Insurance deposits and related liabilities (Note 12)	58,407	55,516
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	281,009	242,227
Other liabilities	124,136	88,127
Total liabilities	1,513,909	1,408,090
Commitments and contingencies (Notes 4, 6, 7, 10, and 13)		
Net assets		
Net assets without donor restrictions (Note 9)	559,933	524,102
Net assets with donor restrictions (Notes 8 and 9)	142,460	137,833
Total net assets	702,393	661,935
Total liabilities and net assets	$ 2,216,302	$ 2,070,025

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Operating revenue and other support		
Patient service revenue	$ 1,999,323	$ 1,899,095
Provision for bad debts (Notes 2 and 4)	-	47,367
Net patient service revenue	1,999,323	1,851,728
Contracted revenue (Note 2)	75,017	54,969
Other operating revenue (Notes 2 and 5)	210,698	148,946
Net assets released from restrictions	14,105	13,461
Total operating revenue and other support	2,299,143	2,069,104
Operating expenses		
Salaries	1,062,551	989,263
Employee benefits	251,591	229,683
Medical supplies and medications	407,875	340,031
Purchased services and other	323,435	291,372
Medicaid enhancement tax (Note 4)	70,061	67,692
Depreciation and amortization	88,414	84,778
Interest (Note 10)	25,514	18,822
Total operating expenses	2,229,441	2,021,641
Operating income (loss)	69,702	47,463
Non-operating gains (losses)		
Investment income, net (Note 5)	40,052	40,387
Other losses, net (Note 10)	(3,562)	(2,908)
Loss on early extinguishment of debt	(87)	(14,214)
Loss due to swap termination	-	(14,247)
Total non-operating gains, net	36,403	9,018
Excess of revenue over expenses	$ 106,105	$ 56,481

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets - Continued
Years Ended June 30, 2019 and 2018

(In thousands of dollars)	2019	2018
Net assets without donor restrictions		
Excess of revenue over expenses	$ 106,105	$ 56,481
Net assets released from restrictions	1,769	16,313
Change in funded status of pension and other postretirement benefits (Note 11)	(72,043)	8,254
Other changes in net assets	-	(185)
Change in fair value of interest rate swaps (Note 10)	-	4,190
Change in interest rate swap effectiveness	-	14,102
Increase in net assets without donor restrictions	35,831	99,155
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	17,436	14,171
Investment income, net	2,682	4,354
Net assets released from restrictions	(15,874)	(29,774)
Contribution of assets with donor restrictions from acquisition	383	-
Increase (decrease) in net assets with donor restrictions	4,627	(11,249)
Change in net assets	40,458	87,906
Net assets		
Beginning of year	661,935	574,029
End of year	$ 702,393	$ 661,935

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Cash flows from operating activities		
Change in net assets	$ 40,458	$ 87,906
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Change in fair value of interest rate swaps	-	(4,897)
Provision for bad debt	-	47,367
Depreciation and amortization	88,770	84,947
Change in funded status of pension and other postretirement benefits	72,043	(8,254)
(Gain) on disposal of fixed assets	(1,101)	(125)
Net realized gains and change in net unrealized gains on investments	(31,397)	(45,701)
Restricted contributions and investment earnings	(2,292)	(5,460)
Proceeds from sales of securities	1,167	1,531
Loss from debt defeasance	-	14,214
Changes in assets and liabilities		
Patient accounts receivable, net	(1,803)	(29,335)
Prepaid expenses and other current assets	2,149	(8,299)
Other assets, net	(9,052)	(11,665)
Accounts payable and accrued expenses	17,898	19,693
Accrued compensation and related benefits	2,335	10,665
Estimated third-party settlements	429	13,708
Insurance deposits and related liabilities	2,378	4,556
Liability for pension and other postretirement benefits	(33,104)	(32,399)
Other liabilities	12,267	(2,421)
Net cash provided by operating and non-operating activities	161,145	136,031
Cash flows from investing activities		
Purchase of property, plant, and equipment	(82,279)	(77,598)
Proceeds from sale of property, plant, and equipment	2,188	-
Purchases of investments	(361,407)	(279,407)
Proceeds from maturities and sales of investments	219,996	273,409
Cash received through acquisition	4,863	-
Net cash used in investing activities	(216,639)	(83,596)
Cash flows from financing activities		
Proceeds from line of credit	30,000	50,000
Payments on line of credit	(30,000)	(50,000)
Repayment of long-term debt	(29,490)	(413,104)
Proceeds from issuance of debt	26,338	507,791
Repayment of interest rate swap	-	(16,019)
Payment of debt issuance costs	(228)	(4,892)
Restricted contributions and investment earnings	2,292	5,460
Net cash (used in) provided by financing activities	(1,088)	79,236
(Decrease) increase in cash and cash equivalents	(56,582)	131,671
Cash and cash equivalents		
Beginning of year	200,169	68,498
End of year	$ 143,587	$ 200,169
Supplemental cash flow information		
Interest paid	$ 23,977	$ 18,029
Net assets acquired as part of acquisition, net of cash aquired	(4,863)	-
Non-cash proceeds from issuance of debt	-	137,281
Use of non-cash proceeds to refinance debt	-	(137,281)
Construction in progress included in accounts payable and accrued expenses	1,546	1,569
Equipment acquired through issuance of capital lease obligations	-	17,670
Donated securities	1,167	1,531

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

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities Dartmouth-Hitchcock Clinic and Subsidiaries (DHC), Mary Hitchcock Memorial Hospital and Subsidiaries (MHMH), (DHC and MHMH together are referred to as D-H), The New London Hospital Association and Subsidiaries (NLH), Windsor Hospital Corporation (d/b/a Mt Ascutney Hospital and Health Center) and Subsidiaries (MAHHC), Cheshire Medical Center and Subsidiaries (Cheshire), Alice Peck Day Memorial Hospital and, effective July 1, 2018, Subsidiary (APD), and the Visiting Nurse and Hospice for Vermont and New Hampshire and Subsidiaries (VNH) The "Health System" consists of D-HH, its members and their subsidiaries

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

D-HH, Dartmouth-Hitchcock Clinic, Mary Hitchcock Memorial Hospital, The New London Hospital Association, Cheshire Medical Center, and Alice Peck Day Memorial Hospital are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC) Windsor Hospital Corporation and the Visiting Nurse and Hospice of VT and NH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC

Community Benefits
The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time

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

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

- *Community Health Services* include activities carried out to improve community health and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc)

- *Health Professions Education* includes uncompensated costs of training medical students, Residents, nurses, and other health care professionals
- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government
- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System
- *Financial Contributions* include financial contributions of cash, as well as in-kind contributions such as time, supplies, and expertise to local organizations to address community health needs
- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges as well as social and economic determinants of health Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement
- *Community Benefit Operations* includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs; and other costs associated with community benefit planning and operations
- *Charity Care and Costs of Government Sponsored Health Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs, and uncompensated costs of providing health care services to patients who are Medicaid Beneficiaries
- *The uncompensated cost of care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2018 was approximately $139,683,000 The 2019 Community Benefits Reports are expected to be filed in February 2020

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2018

(in thousands of dollars)

Government-sponsored healthcare services	$	246,064
Health professional education		33,067
Charity care		13,243
Subsidized health services		11,993
Community health services		6,570
Research		5,969
Community building activities		2,540
Financial contributions		2,360
Community benefit operations		1,153
Total community benefit value	$	322,959

2. Summary of Significant Accounting Policies

Basis of Presentation

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

Use of Estimates

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

Excess of Revenue over Expenses

The consolidated statements of operations and changes in net assets include the excess of revenue over expenses Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on investments of net assets without donor restrictions, which are utilized to provide charity and other operational support Peripheral activities, including contribution of net assets without donor restrictions from acquisitions, loss on early extinguishment of debt, loss due to swap termination, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as non-operating gains (losses)

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

Charity Care

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

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

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

Contracted Revenue
The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets

Other Revenue
The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System Other revenue primarily consists of revenue from retail pharmacy, which the Health System records as customer revenues in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription Other revenue also includes joint operating agreements, grant revenue, cafeteria sales and other support service revenue

Cash Equivalents
Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors

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

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess of revenues over expenses All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a nondistressed basis

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

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

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

Level 1	Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities
Level 2	Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement
Level 3	Prices or valuation techniques that are both significant to the fair value measurement and unobservable

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12) ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment

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

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

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets

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

Bond Issuance Costs
Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds Amortization is recorded within interest expense in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method

Intangible Assets and Goodwill
The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values The Health System has recorded $10,524,000 and $2,462,000 as intangible assets associated with its affiliations as of June 30, 2019 and 2018, respectively

Derivative Instruments and Hedging Activities
The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which require that all derivative instruments be recorded at their respective fair values in the consolidated balance sheets

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets, specific firm commitments or forecasted transactions The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in variability of cash flows of hedged items Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in net assets without donor restrictions until earnings are affected by the

variability in cash flows of the designated hedged item The ineffective portion of the change in fair value of a cash flow hedge is reported in excess of revenue over expenses in the consolidated statements of operations and changes in net assets

The Health System discontinues hedge accounting prospectively when it is determined (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item, (b) the derivative expires or is sold, terminated, or exercised, (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur, (d) a hedged firm commitment no longer meets the definition of a firm commitment, and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess of revenue over expenses

Gifts
Gifts without donor restrictions are recorded net of related expenses as non-operating gains Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received Gifts are reported with donor restrictions if they are received with donor stipulations that limit the use of the donated assets When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions

Recently Issued Accounting Pronouncements
In May 2014, the FASB issued ASU 2014-09 - *Revenue from Contracts with Customers (ASC 606)* and in August 2015, the FASB amended the guidance to defer the effective date of this standard by one year ASU 2014-09 affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards The core principle of the guidance in ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services The Health System adopted ASU 2014-09 effective July 1, 2018 under the modified retrospective method, and has provided the new disclosures required post implementation For example, patient accounts receivable are shown net of the allowance for doubtful accounts of approximately $132,228,000 as of June 30, 2018 on the consolidated balance sheet If an allowance for doubtful accounts had been presented as of June 30, 2019, it would have been approximately $121,544,000 While the adoption of ASU 2014-09 has had a material effect on the presentation of revenues in the Health System's consolidated statements of operations and changes in net assets, and has had an impact on certain disclosures, it has not materially impacted the financial position, results of operations or cash flows Refer to Note 4, Patient Service Revenue and Accounts Receivable, for further details

In February 2016, the FASB issued ASU 2016-02 – *Leases (Topic 842)*, which requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis The guidance also expands the required quantitative and qualitative disclosures surrounding leases The ASU is effective for fiscal years beginning after December 15, 2018, or fiscal year 2020 for the Health System The Health System is evaluating the impact of the new guidance on the consolidated financial statements

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which address certain aspects of recognition, measurement, presentation and disclosure of financial instruments This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue Impairment of such investments must be assessed qualitatively at each reporting period Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) was early adopted during the year ended June 30, 2017

In August 2016, the FASB issued ASU 2016-14 - *Presentation of Financial Statements for Not-for-Profit Entities* The new pronouncement amends certain financial reporting requirements for not-for-profit entities It reduces the number of classes of net assets from three to two net assets with donor restrictions includes amount previously disclosed as both temporarily and permanently restricted net assets, net assets without donor restrictions includes amounts previously disclosed as unrestricted net assets It expands the disclosure of expenses by both natural and functional classification It adds quantitative and qualitative disclosures about liquidity and availability of resources The ASU is effective for the Health System for the year ending June 30, 2019 The Health System has adopted this ASU on a retrospective basis, except for the presentation of expenses based on natural and functional classification and the discussion of liquidity, as permitted in the ASU Please refer to Note 14, Functional Expenses, and Note 15, Liquidity

In June 2018, the FASB issued ASU 2018-08, *Not–for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* The new pronouncement was intended to assist entities in evaluating whether transactions should be accounted for as contributions or exchange transactions and whether a contribution is conditional This ASU was effective for the Health System on July 1, 2018 on a modified prospective basis and did not have a significant impact on the consolidated financial statements of the Health System

3. Acquisitions

Effective July 1, 2018, Alice Peck Day Memorial Hospital became the sole corporate member of APD LifeCare Center Inc (LifeCare) LifeCare owns and operates Harvest Hill, an assisted living facility, the Woodlands, a residential living community and the Elizabeth S Hughes Care Unit, which provides hospice care

In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, Alice Peck Day Memorial Hospital recorded goodwill related to the acquisition of LifeCare of approximately $5,131,000 Restricted contribution income of $383,000 was recorded within net assets with donor restrictions in the accompanying consolidated statement of changes in net assets Included in the transaction was LifeCare's cash balance of $4,863,000 No consideration was exchanged for the net assets assumed and acquisition costs were expensed as incurred LifeCare's financial position, results of operations and changes in net assets are included in the consolidated financial statements as of and for the year ended June 30, 2019

4. Patient Service Revenue and Accounts Receivable

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

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

Generally, the Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Health System has elected to apply the optional exemption provided in ASC 606-10-50-14a and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period This generally refers to inpatient services at the end of the reporting period The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period

Established charges represent gross charges They are not the same as actual pricing, and they generally do not reflect what a hospital is ultimately entitled to for services it provides Therefore, they are not displayed in the Health System's consolidated statements of operations and changes in net assets

Hospitals are paid amounts negotiated with insurance companies or set by government entities, which are typically less than established or standard charges Gross charges are used to calculate Medicare outlier payments and to determine certain elements of payment under managed care

contracts Gross charges are what hospitals charge all patients prior to the application of contractual adjustments and implicit price concessions

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

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

- Inpatient acute, swing, and outpatient services furnished by critical access hospitals ("CAH") are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, excluding ambulance services and inpatient hospice care

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

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

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

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

The Health System is not aware of any claims, disputes, or unsettled matters with any payer that would materially affect its revenues for which it has not adequately provided in the accompanying Health System's consolidated financial statements

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

During fiscal year 2016, Vermont state legislation passed changes to the tax base for home health providers from 19 30% of core home health care services (primarily Medicaid services) with a cap of 6% of net patient service revenue to 3 63% of net patient revenue for fiscal year 2017 and fiscal year 2018 Home health provider tax paid, which is included in other operating expenses, was $628,000 and $737,000 in 2019 and 2018, respectively

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax (MET) Senate Bill 369 As part of the agreement, the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation As part of the MET Agreement Effective July 1, 2014, a "Trust / Lock Box" dedicated funding mechanism will be established for receipt and distribution of all MET proceeds with all monies used exclusively to support Medicaid services

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (NH Hospitals) signed a new settlement agreement and multi-year plan for Disproportionate Share Hospital (DSH) payments, with provisions to create alternative payments should there be federal changes to the DSH program by the United States Congress The agreement may change or limit federal matching funds for MET when used to support DSH payments to hospitals and the Medicaid program, or change the definition of Uncompensated Care (UCC) for purposes of calculating DSH or other allowable uncompensated care payments The term of the agreement is through state fiscal year (SFY) 2024 Under the agreement, the NH Hospitals forgo approximately $28,000,000 of DSH payment for SFY 2018 and 2019, in consideration of the State agreeing to form a pool of funds to make directed payments or otherwise increase rates to hospitals for SFY 2020 through 2024 The Federal share of payments to NH Hospitals are contingent upon the receipt of matching funds from Centers for Medicare & Medicaid Services (CMS) in the covered years In the event that, due to changes in federal law, the State is unable to make payments in a way that ensures the federal matching funds are available, the Parties will meet and confer to negotiate in good faith an appropriate amendment to this agreement consistent with the intent of this agreement The State is required to maintain the UCC Dedicated Fund pursuant to earlier agreements The agreement prioritizes payments of funds to critical access hospitals at 75% of allowable UCC, the remainder thereafter is distributed to other NH Hospitals in proportion to their allowable uncompensated care amounts During the term of this agreement, the NH Hospitals are barred from bringing a new claim in federal or state court or at Department of Revenue Administration (DRA) related to the constitutionality of MET

During the years ended June 30, 2019 and 2018, the Health System received DSH payments of approximately, $69,179,000 and $66,383,000 respectively DSH payments are subject to audit pursuant to the agreement with the state and therefore, for the years ended June 30, 2019 and

2018, the Health System recognized as revenue DSH receipts of approximately $64,864,000 and approximately $54,469,000, respectively

During the years ended June 30, 2019 and 2018, the Health System recorded State of NH Medicaid Enhancement Tax ("MET") and State of VT Provider tax of $70,061,000 and $67,692,000, respectively The taxes are calculated at 5 5% for NH and 6% for VT of certain net patient service revenues in accordance with instructions received from the States The Provider taxes are included in operating expenses in the consolidated statements of operations and changes in net assets

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

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

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care using the most likely amount These settlements are estimated based on the terms of the payment agreement with the payer, correspondence from the payer and historical settlement activity, including assessments to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews or investigations As of June 30, 2019 and 2018, the Health System had $52,470,000 and $52,041,000, respectively, reserved for estimated third-party settlements

For the years ended June 30, 2019 and 2018, additional increases (decreases) in revenue of $1,800,000 and ($5,604,000), respectively, was recognized due to changes in its prior years related to estimated third-party settlements

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

The table below shows the Health System's sources of net operating revenues presented at the net transaction price for the years ended June 30, 2019 and 2018

	2019		
(in thousands of dollars)	PPS	CAH	Total
Hospital			
Medicare	$ 456,197	$ 72,193	$ 528,390
Medicaid	134,727	12,794	147,521
Commercial	746,647	64,981	811,628
Self Pay	8,811	2,313	11,124
Subtotal	1,346,382	152,281	1,498,663
Professional			
Professional	454,425	23,707	478,132
VNH			22,528
Other Revenue			285,715
Total operating revenue and other support	$ 1,800,807	$ 175,988	$ 2,285,038

	2018		
(in thousands of dollars)	PPS	CAH	Total
Hospital			
Medicare	$ 432,251	$ 76,522	$ 508,773
Medicaid	117,019	10,017	127,036
Commercial	677,162	65,916	743,078
Self Pay	10,687	2,127	12,814
Subtotal	1,237,119	154,582	1,391,701
Professional			
Professional	412,605	24,703	437,308
VNH			22,719
Other Revenue			203,915
Total operating revenue and other support	$ 1,649,724	$ 179,285	$ 2,055,643

Accounts Receivable

The principal components of patient accounts receivable as of June 30, 2019 and 2018 are as follows

(in thousands of dollars)	2019	2018
Patient accounts receivable	$ 221,125	$ 351,456
Less Allowance for doubtful accounts	-	(132,228)
Patient accounts receivable	$ 221,125	$ 219,228

The following table categorizes payors into four groups based on their respective percentages of gross patient accounts receivable as of June 30, 2019 and 2018

	2019	2018
Medicare	34%	34%
Medicaid	12%	14%
Commercial	41%	40%
Self Pay	13%	12%
Patient accounts receivable	100%	100%

5. Investments

The composition of investments at June 30, 2019 and 2018 is set forth in the following table

(in thousands of dollars)	2019	2018
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 21,890	$ 8,558
U S government securities	91,492	50,484
Domestic corporate debt securities	196,132	109,240
Global debt securities	83,580	110,944
Domestic equities	167,384	142,796
International equities	128,909	106,668
Emerging markets equities	23,086	23,562
Real Estate Investment Trust	213	816
Private equity funds	64,563	50,415
Hedge funds	32,287	32,831
	809,536	636,314
Investments held by captive insurance companies (Note 12)		
U S government securities	23,241	30,581
Domestic corporate debt securities	11,378	16,764
Global debt securities	10,080	4,513
Domestic equities	14,617	8,109
International equities	6,766	7,971
	66,082	67,938
Held by trustee under indenture agreement (Note 10)		
Cash and short-term investments	631	1,872
Total assets limited as to use	876,249	706,124
Other investments for restricted activities		
Cash and short-term investments	6,113	4,952
U S government securities	32,479	28,220
Domestic corporate debt securities	29,089	29,031
Global debt securities	11,263	14,641
Domestic equities	20,981	20,509
International equities	15,531	17,521
Emerging markets equities	2,578	2,155
Real Estate Investment Trust	-	954
Private equity funds	7,638	4,878
Hedge funds	8,414	8,004
Other	33	31
Total other investments for restricted activities	134,119	130,896
Total investments	$ 1,010,368	$ 837,020

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund These pooled/commingled funds make underlying investments in securities from the asset classes listed above All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a non-distressed basis

The following tables summarize the investments by the accounting method utilized, as of June 30, 2019 and 2018 Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7

	2019		
(in thousands of dollars)	Fair Value	Equity	Total
Cash and short-term investments	$ 28,634	$ -	$ 28,634
U S government securities	147,212	-	147,212
Domestic corporate debt securities	164,996	71,603	236,599
Global debt securities	55,520	49,403	104,923
Domestic equities	178,720	24,262	202,982
International equities	76,328	74,878	151,206
Emerging markets equities	1,295	24,369	25,664
Real Estate Investment Trust	213	-	213
Private equity funds	-	72,201	72,201
Hedge funds	-	40,701	40,701
Other	33	-	33
	$ 652,951	$ 357,417	$ 1,010,368

	2018		
(in thousands of dollars)	Fair Value	Equity	Total
Cash and short-term investments	$ 15,382	$ -	$ 15,382
U S government securities	109,285	-	109,285
Domestic corporate debt securities	95,481	59,554	155,035
Global debt securities	49,104	80,994	130,098
Domestic equities	157,011	14,403	171,414
International equities	60,002	72,158	132,160
Emerging markets equities	1,296	24,421	25,717
Real Estate Investment Trust	222	1,548	1,770
Private equity funds	-	55,293	55,293
Hedge funds	-	40,835	40,835
Other	31	-	31
	$ 487,814	$ 349,206	$ 837,020

Investment income is comprised of the following for the years ended June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Net assets without donor restrictions		
Interest and dividend income, net	$ 11,333	$ 12,324
Net realized gains on sales of securities	17,419	24,411
Change in net unrealized gains on investments	12,283	4,612
	41,035	41,347
Net assets with donor restrictions		
Interest and dividend income, net	987	1,526
Net realized gains on sales of securities	2,603	1,438
Change in net unrealized gains on investments	(908)	1,390
	2,682	4,354
	$ 43,717	$ 45,701

For the years ended June 30, 2019 and 2018 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately $983,000 and $960,000 and as non-operating gains of approximately $40,052,000 and $40,387,000, respectively

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time Through June 30, 2019 and 2018, the Health System has committed to contribute approximately $164,319,000 and $137,219,000 to such funds, of which the Health System has contributed approximately $109,584,000 and $91,942,000 and has outstanding commitments of $54,735,000 and $45,277,000, respectively

6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Land	$ 38,232	$ 38,058
Land improvements	42,607	42,295
Buildings and improvements	898,050	876,537
Equipment	888,138	818,902
Equipment under capital leases	15,809	20,966
	1,882,836	1,796,758
Less Accumulated depreciation and amortization	1,276,746	1,200,549
Total depreciable assets, net	606,090	596,209
Construction in progress	15,166	11,112
	$ 621,256	$ 607,321

As of June 30, 2019, construction in progress primarily consists of an addition to the ambulatory surgical center located in Manchester, NH as well as renovations taking place at the various pharmacy locations to bring their facilities compliant with Regulation USP800 The estimated cost to complete the ambulatory surgical center at June 30, 2019 is approximately $59,000,000 over the next two fiscal years while the pharmacy renovation is estimated to cost approximately $6,300,000 over the next fiscal year

The construction in progress reported as of June 30, 2018 for the building renovations taking place at the birthing pavilion in Lebanon, NH was completed during the first quarter of fiscal year 2019 and the information systems PeopleSoft project for Alice Peck Day Memorial Hospital and Cheshire was completed in the fourth quarter of fiscal year 2019

Depreciation and amortization expense included in operating and non-operating activities was approximately $88,496,000 and $84,729,000 for 2019 and 2018, respectively

7. Fair Value Measurements

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

Cash and Short-Term Investments
Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution

Domestic, Emerging Markets and International Equities
Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements)

U.S. Government Securities, Domestic Corporate and Global Debt Securities
Consists of U S government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U S government securities, domestic corporate and global debt securities Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement) If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements) Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements)

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values Furthermore, although the Health System believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2019 and 2018

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 28,634	$ -	$ -	$ 28,634	Daily	1
U S government securities	147,212	-	-	147,212	Daily	1
Domestic corporate debt securities	34,723	130,273	-	164,996	Daily–Monthly	1–15
Global debt securities	28,412	27,108	-	55,520	Daily–Monthly	1–15
Domestic equities	171,318	7,402	-	178,720	Daily–Monthly	1–10
International equities	76,295	33	-	76,328	Daily–Monthly	1–11
Emerging market equities	1,295	-	-	1,295	Daily–Monthly	1–7
Real estate investment trust	213	-	-	213	Daily–Monthly	1–7
Other	-	33	-	33	Not applicable	Not applicable
Total investments	488,102	164,849	-	652,951		
Deferred compensation plan assets						
Cash and short-term investments	2,952	-	-	2,952		
U S government securities	45	-	-	45		
Domestic corporate debt securities	4,932	-	-	4,932		
Global debt securities	1,300	-	-	1,300		
Domestic equities	22,403	-	-	22,403		
International equities	3,576	-	-	3,576		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	48,941	-	-	48,941		
Guaranteed contract	-	-	89	89		
Total deferred compensation plan assets	84,187	-	89	84,276	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,301	9,301	Not applicable	Not applicable
Total assets	$ 572,289	$ 164,849	$ 9,390	$ 746,528		

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 15,382	$ -	$ -	$ 15,382	Daily	1
U S government securities	109,285	-	-	109,285	Daily	1
Domestic corporate debt securities	41,488	53,993	-	95,481	Daily–Monthly	1–15
Global debt securities	32,874	16,230	-	49,104	Daily–Monthly	1–15
Domestic equities	157,011	-	-	157,011	Daily–Monthly	1–10
International equities	59,824	78	-	60,002	Daily–Monthly	1–11
Emerging market equities	1,296	-	-	1,296	Daily–Monthly	1–7
Real estate investment trust	222	-	-	222	Daily–Monthly	1–7
Other	-	31	-	31	Not applicable	Not applicable
Total investments	417,482	70,332	-	487,814		
Deferred compensation plan assets						
Cash and short-term investments	2,637	-	-	2,637		
U S government securities	38	-	-	38		
Domestic corporate debt securities	3,749	-	-	3,749		
Global debt securities	1,089	-	-	1,089		
Domestic equities	18,470	-	-	18,470		
International equities	3,584	-	-	3,584		
Emerging market equities	28	-	-	28		
Real estate	9	-	-	9		
Multi strategy fund	46,680	-	-	46,680		
Guaranteed contract	-	-	86	86		
Total deferred compensation plan assets	76,284	-	86	76,370	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,374	9,374	Not applicable	Not applicable
Total assets	$ 493,766	$ 70,332	$ 9,460	$ 573,558		

The following table is a rollforward of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above

	2019		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,374	$ 86	$ 9,460
Net unrealized gains (losses)	(73)	3	(70)
Balances at end of year	$ 9,301	$ 89	$ 9,390

	2018		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,244	$ 83	$ 9,327
Net unrealized gains	130	3	133
Balances at end of year	$ 9,374	$ 86	$ 9,460

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2019 and 2018

8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Healthcare services	$ 20,140	$ 19,570
Research	26,496	24,732
Purchase of equipment	3,273	3,068
Charity care	12,494	13,667
Health education	19,833	18,429
Other	3,841	2,973
Investments held in perpetuity	56,383	55,394
	$ 142,460	$ 137,833

Income earned on donor restricted net assets held in perpetuity is available for these purposes

9. Board Designated and Endowment Funds

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

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

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

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

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

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

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value Such market losses were not material as of June 30, 2019 and 2018

Endowment net asset composition by type of fund consists of the following at June 30, 2019 and 2018

	2019		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 78,268	$ 78,268
Board-designated endowment funds	31,421	-	31,421
Total endowed net assets	$ 31,421	$ 78,268	$ 109,689

	2018		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 78,197	$ 78,197
Board-designated endowment funds	29,506	-	29,506
Total endowed net assets	$ 29,506	$ 78,197	$ 107,703

Changes in endowment net assets for the years ended June 30, 2019 and 2018 are as follows

	2019		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Balances at beginning of year	$ 29,506	$ 78,197	$ 107,703
Net investment return	1,184	2,491	3,675
Contributions	804	1,222	2,026
Transfers	(73)	(1,287)	(1,360)
Release of appropriated funds	-	(2,355)	(2,355)
Balances at end of year	$ 31,421	$ 78,268	$ 109,689

	2018		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Balances at beginning of year	$ 26,389	$ 75,457	$ 101,846
Net investment return	3,112	4,246	7,358
Contributions	-	1,121	1,121
Transfers	5	(35)	(30)
Release of appropriated funds	-	(2,592)	(2,592)
Balances at end of year	$ 29,506	$ 78,197	$ 107,703

10. Long-Term Debt

A summary of long-term debt at June 30, 2019 and 2018 is as follows

(in thousands of dollars)	2019	2018
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2037 (1)	$ 83,355	$ 83,355
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2017A, principal maturing in varying annual amounts, through August 2040 (2)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (2)	109,800	109,800
Series 2014A, principal maturing in varying annual amounts, through August 2022 (3)	26,960	26,960
Series 2018C, principal maturing in varying annual amounts, through August 2030 (4)	25,865	-
Series 2012, principal maturing in varying annual amounts, through July 2039 (5)	25,145	25,955
Series 2014B, principal maturing in varying annual amounts, through August 2033 (3)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (6)	10,970	10,970
Total variable and fixed rate debt	$ 722,162	$ 697,107

A summary of long-term debt at June 30, 2019 and 2018 is as follows (continued)

(in thousands of dollars)	2019	2018
Other		
Series 2010, principal maturing in varying annual amounts, through August 2040 (7)*	$ -	$ 15,498
Note payable to a financial institution payable in interest free monthly installments through July 2015, collateralized by associated equipment*	445	646
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building The note payable is interest free*	323	380
Mortgage note payable to the US Dept of Agriculture, monthly payments of $10,892 include interest of 2 375% through November 2046*	2,629	2,697
Obligations under capital leases	17,526	18,965
Total other debt	20,923	38,186
Total variable and fixed rate debt	722,162	697,107
Total long-term debt	743,085	735,293
Less Original issue discounts and premiums, net	(25,542)	(26,862)
Bond issuance costs, net	5,533	5,716
Current portion	10,914	3,464
	$ 752,180	$ 752,975

*Represents nonobligated group bonds

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows

(in thousands of dollars)	2019
2020	$ 10,914
2021	10,693
2022	10,843
2023	7,980
2024	3,016
Thereafter	699,639
	$ 743,085

Dartmouth-Hitchcock Obligated Group (DHOG) Bonds

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority" The members of the obligated group consist of D-HH, MHMH, DHC, Cheshire, NLH, MAHHC, and, effective August 15, 2018, APD D-HH is designated as the obligated group agent

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1 10x)

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

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018 The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations A loss on the extinguishment of debt of approximately $578,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5 00% and matures in variable amounts through 2037 The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4 18% and matures in variable amounts through 2048

(2) Series 2017A and Series 2017B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B in December, 2017 The Series 2017A Revenue Bonds were primarily used to refund Series 2009 and Series 2010 and the Series 2017B Revenue Bonds were used to refund Series 2012A and Series 2012B The interest on the Series 2017A Revenue Bonds is fixed with an interest rate of 5 00% and matures in variable amounts through 2040 The interest on the Series 2017B Revenue Bonds is fixed with an interest rate of 2 54% and matures in variable amounts through 2031

(3) Series 2014A and Series 2014B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014 The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2 63% and matures at various dates through 2022 Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4 00% and matures at various dates through 2033

(4) Series 2018C Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018C in August, 2018 The Series 2018C Revenue Bonds were used primarily to refinance the Series 2010 Revenue Bonds The interest on the series 2018C Revenue Bonds is fixed with an interest rate of 3 22% and matures in variable amounts through 2030

(5) Series 2012 Revenue Bonds

The NHHEFA issued $29,650,000 of tax-exempt Revenue Bonds, Series 2012 The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations The bonds have fixed interest coupon rates ranging from 2 0% to 5 0% (a net interest cost of 3 96%), and matures in variable amounts through 2039

(6) Series 2016B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2016B in July 2016 through a private placement with a financial institution The Series 2016B Revenue Bonds were used to finance 2016 projects The Series 2016B is fixed with an interest rate of 1 78% and matures at various dates through 2045

Outstanding joint and several indebtedness of the DHOG at June 30, 2019 and 2018 approximates $722,162,000 and $697,107,000, respectively

Non Obligated Group Bonds

(7) Series 2010 Revenue Bonds

The Business Finance Authority (BFA) of the State of NH issued Revenue Bonds, Series 2010 Interest is based on an annual percentage rate equal to the sum of (a) 69% of the 1-Month LIBOR rate plus (b) 1 8975/5 The Health System redeemed these bonds in August 2018

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds Trustee held funds of approximately $631,000 and $1,872,000 at June 30, 2019 and 2018, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 5) The debt service reserves are mainly comprised of escrowed funds held for future principal and interest payments

For the years ended June 30, 2019 and 2018 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately $25,514,000 and $18,822,000 and other non-operating losses of $3,784,000 and $2,793,000, respectively

Swap Agreements

The Health System is subject to market risks such as changes in interest rates that arise from normal business operation The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes

As of June 30, 2019 and 2018, there was no liability for interest rate swaps as all remaining swaps were terminated in February 2018 For the year ended June 30, 2018, the Health System recognized a non-operating loss due to swap termination of $14,247,000 relating to the swap termination The change in fair value during the year ended June 30, 2018 was a decrease of

$4,897,000 For the year ended June 30, 2018 the Health System recognized a non-operating gain of $145,000 resulting from hedge ineffectiveness and amortization of frozen swaps

11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define contribution plans In addition, certain members provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements The postretirement medical and life plans are not funded

All of the defined benefit plans within the Health System have been frozen and therefore there are no remaining participants earning benefits in any of the Health System's defined benefit plans

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts The annuity purchases follow guidelines established by the Department of Labor (DOL) The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years

Defined Benefit Plans
Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Service cost for benefits earned during the year	$ 150	$ 150
Interest cost on projected benefit obligation	47,814	47,190
Expected return on plan assets	(65,270)	(64,561)
Net loss amortization	10,357	10,593
Total net periodic pension expense	$ (6,949)	$ (6,628)

The following assumptions were used to determine net periodic pension expense as of June 30, 2019 and 2018

	2019	2018
Discount rate	3 90 % – 4 60%	4 00 % – 4 30 %
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7 50%	7 50 % – 7 75 %

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,087,940	$ 1,122,615
Service cost	150	150
Interest cost	47,814	47,190
Benefits paid	(51,263)	(47,550)
Expenses paid	(170)	(172)
Actuarial (gain) loss	93,358	(34,293)
Settlements	(42,306)	-
Benefit obligation at end of year	1,135,523	1,087,940
Change in plan assets		
Fair value of plan assets at beginning of year	884,983	878,701
Actual return on plan assets	85,842	33,291
Benefits paid	(51,263)	(47,550)
Expenses paid	(170)	(172)
Employer contributions	20,631	20,713
Settlements	(42,306)	-
Fair value of plan assets at end of year	897,717	884,983
Funded status of the plans	(237,806)	(202,957)
Less Current portion of liability for pension	(46)	(45)
Long term portion of liability for pension	(237,760)	(202,912)
Liability for pension	$ (237,806)	$ (202,957)

As of June 30, 2019 and 2018 the liability, for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include approximately $478,394,000 and $418,971,000 of net actuarial loss as of June 30, 2019 and 2018, respectively

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2020 for net actuarial losses is $12,032,000

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,135,770,000 and $1,087,991,000 at June 30, 2019 and 2018, respectively

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2019 and 2018

	2019	2018
Discount rate	4 20% - 4 50%	4 20 % – 4 50 %
Rate of increase in compensation	N/A	N/A

The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities As of both June 30, 2019 and 2018, it is expected that the LDI strategy will hedge approximately 60% of the interest rate risk associated with pension liabilities To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses

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

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3%
U S government securities	0–10	5
Domestic debt securities	20–58	38
Global debt securities	6–26	8
Domestic equities	5–35	19
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	0
Private equity funds	0–5	0
Hedge funds	5–18	11

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

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following

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

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7 In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2019 and 2018

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 166	$ 18,232	$ -	$ 18,398	Daily	1
U S government securities	48,580	-	-	48,580	Daily–Monthly	1–15
Domestic debt securities	122,178	273,424	-	395,602	Daily–Monthly	1–15
Global debt securities	428	75,146	-	75,574	Daily–Monthly	1–15
Domestic equities	159,259	18,316	-	177,575	Daily–Monthly	1–10
International equities	17,232	77,146	-	94,378	Daily–Monthly	1–11
Emerging market equities	321	39,902	-	40,223	Daily–Monthly	1–17
REIT funds	357	2,883	-	3,240	Daily–Monthly	1–17
Private equity funds	-	-	21	21	See Note 7	See Note 7
Hedge funds	-	-	44,126	44,126	Quarterly–Annual	60–96
Total investments	$ 348,521	$ 505,049	$ 44,147	$ 897,717		

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 142	$ 35,817	$ -	$ 35,959	Daily	1
U S government securities	46,265	-	-	46,265	Daily–Monthly	1–15
Domestic debt securities	144,131	220,202	-	364,333	Daily–Monthly	1–15
Global debt securities	470	74,676	-	75,146	Daily–Monthly	1–15
Domestic equities	158,634	17,594	-	176,228	Daily–Monthly	1–10
International equities	18,656	80,803	-	99,459	Daily–Monthly	1–11
Emerging market equities	382	39,881	-	40,263	Daily–Monthly	1–17
REIT funds	371	2,686	-	3,057	Daily–Monthly	1–17
Private equity funds	-	-	23	23	See Note 7	See Note 7
Hedge funds	-	-	44,250	44,250	Quarterly–Annual	60–96
Total investments	$ 369,051	$ 471,659	$ 44,273	$ 884,983		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2019 and 2018

	2019		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 44,250	$ 23	$ 44,273
Net unrealized losses	(124)	(2)	(126)
Balances at end of year	$ 44,126	$ 21	$ 44,147

	2018		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 40,507	$ 96	$ 40,603
Sales	-	(51)	(51)
Net realized losses	-	(51)	(51)
Net unrealized gains	3,743	29	3,772
Balances at end of year	$ 44,250	$ 23	$ 44,273

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2019 and 2018 were approximately $14,617,000 and $14,743,000, respectively There were no transfers into and out of Level 3 measurements during the years ended June 30, 2019 and 2018

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2019 and 2018

The weighted average asset allocation for the Health System's Plans at June 30, 2019 and 2018 by asset category is as follows

	2019	2018
Cash and short-term investments	2 %	4 %
U S government securities	5	5
Domestic debt securities	44	41
Global debt securities	9	9
Domestic equities	20	20
International equities	11	11
Emerging market equities	4	5
Hedge funds	5	5
	100 %	100 %

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment Based on these factors, it is expected that the pension assets will earn an average of 7 50% per annum

The Health System is expected to contribute approximately $20,426,000 to the Plans in 2020 however actual contributions may vary from expected amounts

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

(in thousands of dollars)

2020	$ 50,743
2021	52,938
2022	55,199
2023	57,562
2024	59,843
2025 – 2028	326,737

Defined Contribution Plans
The Health System has an employer-sponsored 401(a) plan for certain of its members, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts Total employer contributions to the plan of approximately $40,537,000 and $38,563,000 in 2019 and 2018, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets

Various 403(b) and tax- sheltered annuity plans are available to employees of the Health System Plan specifications vary by member and plan No employer contributions were made to any of these plans in 2019 and 2018 respectively

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

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Service cost	$ 384	$ 533
Interest cost	1,842	1,712
Net prior service income	(5,974)	(5,974)
Net loss amortization	10	10
	$ (3,738)	$ (3,719)

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Change in benefit obligation		
Benefit obligation at beginning of year	$ 42,581	$ 42,277
Service cost	384	533
Interest cost	1,842	1,712
Benefits paid	(3,149)	(3,174)
Actuarial loss	5,013	1,233
Benefit obligation at end of year	46,671	42,581
Funded status of the plans	$ (46,671)	$ (42,581)
Current portion of liability for postretirement medical and life benefits	$ (3,422)	$ (3,266)
Long term portion of liability for postretirement medical and life benefits	(43,249)	(39,315)
Liability for postretirement medical and life benefits	$ (46,671)	$ (42,581)

As of June 30, 2019 and 2018, the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets

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

(in thousands of dollars)	2019	2018
Net prior service income	$ (9,556)	$ (15,530)
Net actuarial loss	8,386	3,336
	$ (1,170)	$ (12,194)

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2020 for net prior service cost is $5,974,000

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2020 and thereafter

(in thousands of dollars)	
2020	$ 3,468
2021	3,436
2022	3,394
2023	3,802
2024	3,811
2025-2028	17,253

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 3 70% in 2019 and an assumed healthcare cost trend rate of 6 50%, trending down to 5 00% in 2024 and thereafter Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2019 and 2018 by $1,601,000 and $1,088,000 and the net periodic postretirement medical benefit cost for the years then ended by $77,000 and $81,000, respectively Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2019 and 2018 by $1,452,000 and $996,000 and the net periodic postretirement medical benefit cost for the years then ended by $71,000 and $72,000, respectively

12. Professional and General Liability Insurance Coverage

Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic, along with Dartmouth College, Cheshire Medical Center, The New London Hospital Association, Mt Ascutney Hospital and Health Center, and the Visiting Nurse and Hospice for VT and NH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc (RRG), a VT captive insurance company Effective November 1, 2018 Alice Peck Day Memorial Hospital is provided professional and general liability insurance coverage through RRG RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers Mary Hitchcock Memorial Hospital, Dartmouth-Hitchcock Clinic, and Dartmouth College have ownership interests in both HAC and RRG The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development The reserves for outstanding losses are recorded on an undiscounted basis

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2019 and 2018, are summarized as follows

	2019		
	HAC	RRG	Total
(in thousands of dollars)			
Assets	$ 75,867	$ 2,201	$ 78,068
Shareholders' equity	13,620	50	13,670

	2018		
	HAC	RRG	Total
(in thousands of dollars)			
Assets	$ 72,753	$ 2,068	$ 74,821
Shareholders' equity	13,620	50	13,670

13. Commitments and Contingencies

Litigation

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

Operating Leases and Other Commitments

The Health System leases certain facilities and equipment under operating leases with varying expiration dates The Health System's rental expense totaled approximately $12,707,000 and $14,096,000 for the years ended June 30, 2019 and 2018, respectively

Minimum future lease payments under noncancelable operating leases at June 30, 2019 were as follows

(in thousands of dollars)

2020	$	11,342
2021		10,469
2022		7,488
2023		6,303
2024		4,127
Thereafter		5,752
	$	45,481

Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from $2,000,000 up to $30,000,000 Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate The Loan Agreements are due to expire March 27, 2020 There was no outstanding balance under the lines of credit as of June 30, 2019 and 2018 Interest expense was approximately $95,000 and $232,000, respectively, and is included in the consolidated statements of operations and changes in net assets

14. Functional Expenses

Operating expenses are presented by functional classification in accordance with the overall service missions of the Health System Each functional classification displays all expenses related to the underlying operations by natural classification Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided Medicaid enhancement tax is allocated to program services Interest expense is allocated based on usage of debt-financed space Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2019

	2019			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 922,902	$ 138,123	$ 1,526	$ 1,062,551
Employee benefits	178,983	72,289	319	251,591
Medical supplies and medications	406,782	1,093	-	407,875
Purchased services and other	212,209	108,783	2,443	323,435
Medicaid enhancement tax	70,061	-	-	70,061
Depreciation and amortization	37,528	50,785	101	88,414
Interest	3,360	22,135	19	25,514
Total operating expenses	$ 1,831,825	$ 393,208	$ 4,408	$ 2,229,441

Operating expenses of the Health System by functional classification are as follows for the year ended June 30, 2018

(in thousands of dollars)	2018
Program services	$ 1,715,760
Management and general	303,527
Fundraising	2,354
	$ 2,021,641

15. Liquidity

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

The Health System's financial assets available at June 30, 2019 to meet cash needs for general expenditures within one year of June 30, 2019 are as follows

(in thousands of dollars)		2019
Cash and cash equivalents	$	143,587
Patient accounts receivable		221,125
Assets limited as to use		876,249
Other investments for restricted activities		134,119
Total financial assets	$	1,375,080
Less Those unavailable for general expenditure within one year		
Investments held by captive insurance companies		66,082
Investments for restricted activities		134,119
Other investments with liquidity horizons greater than one year		97,063
Total financial assets available within one year	$	1,077,816

For the years ending June 30, 2019 and June 30, 2018, the Health System generated positive cash flow from operations of approximately $161,853,000 and $136,031,000, respectively In addition, the Health System's liquidity management plan includes investing excess daily cash in intermediate or long term investments based on anticipated liquidity needs The Health System has an available line of credit of up to $30,000,000 which it can draw upon as needed to meet its liquidity needs See Note 13 for further details on the line of credit

16. Subsequent Events

The Health System has assessed the impact of subsequent events through November 26, 2019, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below

Effective September 30, 2019, the Boards of Trustees of D-HH, GraniteOne Health, Catholic Medical Center Health Services, and their respective member organizations approved a Combination Agreement to combine their healthcare systems If regulatory approval of the transaction is obtained, the name of the new system will be Dartmouth-Hitchcock Health GraniteOne

The GraniteOne Health system is comprised of Catholic Medical Center (CMC), a community hospital located in Manchester NH, Huggins Hospital located in Wolfeboro NH, and Monadnock Community Hospital located in Peterborough NH Both Huggins Hospital and Monadnock Community Hospital are designated as Critical Access Hospitals GraniteOne is a non-profit, community based health care system

On September 13, 2019, the Board of Trustees of D-HH approved the issuance of up to $100,000,000 par of new debt On October 17, 2019, D-HH closed on the direct placement tax-

exempt borrowing of $99,165,000 on behalf of the DHOG acting through the New Hampshire Health and Education Facilities Authority and issued its DHOG Issue, Series 2019A Bonds

Consolidating Supplemental Information – Unaudited

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2019

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets											
Current assets											
Cash and cash equivalents	$ 42,456	$ 47,465	$ 9,411	$ 7,066	$ 10,462	$ 8,372	$ -	$ 125,232	$ 18,355	$ -	$ 143,587
Patient accounts receivable, net	-	180,938	15,880	7,279	8,960	5,010	-	218,067	3,058	-	221,125
Prepaid expenses and other current assets	14,178	139,034	8,563	2,401	5,567	1,423	(74,083)	97,083	1,421	(3,009)	95,495
Total current assets	56,634	367,437	33,854	16,746	24,989	14,805	(74,083)	440,382	22,834	(3,009)	460,207
Assets limited as to use	92,602	688,485	18,759	12,684	12,427	11,619	-	836,576	39,673	-	876,249
Notes receivable, related party	553,484	752	-	1,406	-	-	(554,236)	1,406	(1,406)	-	-
Other investments for restricted activities	-	91,882	6,970	31	2,973	6,323	-	108,179	25,940	-	134,119
Property, plant, and equipment, net	22	432,277	67,147	30,945	41,946	17,797	-	590,134	31,122	-	621,256
Other assets	24,864	108,208	1,279	15,019	6,042	4,388	(10,970)	148,830	(3,013)	(21,346)	124,471
Total assets	$ 727,606	$ 1,689,041	$ 128,009	$ 76,831	$ 88,377	$ 54,932	$ (639,289)	$ 2,125,507	$ 115,150	$ (24,355)	$ 2,216,302
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 8,226	$ 830	$ 954	$ 547	$ 262	$ -	$ 10,819	$ 95	$ -	$ 10,914
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	55,499	99,864	15,620	6,299	3,878	2,776	(74,083)	109,873	6,953	(3,009)	113,817
Accrued compensation and related benefits	-	110,639	5,851	3,694	2,313	4,270	-	126,767	1,641	-	128,408
Estimated third-party settlements	-	26,405	103	1,290	10,851	2,921	-	41,570	-	-	41,570
Total current liabilities	55,499	248,622	22,404	12,237	17,589	10,229	(74,083)	292,497	8,689	(3,009)	298,177
Notes payable, related party	-	526,202	-	-	28,034	-	(554,236)	-	-	-	-
Long-term debt, excluding current portion	643,257	44,820	24,503	35,604	643	11,465	(10,970)	749,322	2,858	-	752,180
Insurance deposits and related liabilities	-	56,786	440	513	388	240	-	58,367	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	-	4,320	-	281,009	-	-	281,009
Other liabilities	-	98,201	1,104	28	1,585	-	-	100,918	23,218	-	124,136
Total liabilities	698,756	1,241,058	58,713	48,382	48,239	26,254	(639,289)	1,482,113	34,805	(3,009)	1,513,909
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	28,832	356,880	63,051	27,653	35,518	21,242	-	533,176	48,063	(21,306)	559,933
Net assets with donor restrictions	18	91,103	6,245	795	4,620	7,436	-	110,218	32,282	(40)	142,460
Total net assets	28,850	447,983	69,296	28,449	40,138	28,678	-	643,394	80,345	(21,346)	702,393
Total liabilities and net assets	$ 727,606	$ 1,689,041	$ 128,009	$ 76,831	$ 88,377	$ 54,932	$ (639,289)	$ 2,125,507	$ 115,150	$ (24,355)	$ 2,216,302

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2019

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 42,456	$ 48,052	$ 11,952	$ 11,120	$ 8,549	$ 15,772	$ 5,686	$ -	$ 143,587
Patient accounts receivable, net	-	180,938	15,880	8,960	5,060	7,280	3,007	-	221,125
Prepaid expenses and other current assets	14,178	139,832	9,460	5,567	1,401	1,678	471	(77,092)	95,495
Total current assets	56,634	368,822	37,292	25,647	15,010	24,730	9,164	(77,092)	460,207
Assets limited as to use	92,602	707,597	17,383	12,427	12,738	12,685	20,817	-	876,249
Notes receivable, related party	553,484	752	-	-	-	-	-	(554,236)	-
Other investments for restricted activities	-	99,807	24,985	2,973	6,323	31	-	-	134,119
Property, plant, and equipment, net	22	434,953	70,846	42,423	19,435	50,338	3,239	-	621,256
Other assets	24,864	108,366	7,388	5,476	1,931	8,688	74	(32,316)	124,471
Total assets	$ 727,606	$ 1,720,297	$ 157,894	$ 88,946	$ 55,437	$ 96,472	$ 33,294	$ (663,644)	$ 2,216,302
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 8,226	$ 830	$ 547	$ 288	$ 954	$ 69	$ -	$ 10,914
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	55,499	100,441	19,356	3,879	2,856	6,704	2,174	(77,092)	113,817
Accrued compensation and related benefits	-	110,639	5,851	2,313	4,314	4,192	1,099	-	128,408
Estimated third-party settlements	-	26,405	103	10,851	2,921	1,290	-	-	41,570
Total current liabilities	55,499	249,179	26,140	17,590	10,379	13,140	3,342	(77,092)	298,177
Notes payable, related party	-	526,202	-	28,034	-	-	-	(554,236)	-
Long-term debt, excluding current portion	643,257	44,820	24,503	643	11,763	35,604	2,560	(10,970)	752,180
Insurance deposits and related liabilities	-	56,786	440	388	240	513	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	4,320	-	-	-	281,009
Other liabilities	-	98,201	1,115	1,585	-	23,235	-	-	124,136
Total liabilities	698,756	1,241,615	62,460	48,240	26,702	72,492	5,942	(642,298)	1,513,909
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	28,832	379,498	65,873	36,087	21,300	22,327	27,322	(21,306)	559,933
Net assets with donor restrictions	18	99,184	29,561	4,619	7,435	1,653	30	(40)	142,460
Total net assets	28,850	478,682	95,434	40,706	28,735	23,980	27,352	(21,346)	702,393
Total liabilities and net assets	$ 727,606	$ 1,720,297	$ 157,894	$ 88,946	$ 55,437	$ 96,472	$ 33,294	$ (663,644)	$ 2,216,302

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2018

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets										
Current assets										
Cash and cash equivalents	$ 134,634	$ 22,544	$ 6,688	$ 9,419	$ 6,604	$ -	$ 179,889	$ 20,280	$ -	$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,055	-	207,521	11,707	-	219,228
Prepaid expenses and other current assets	11,964	143,893	6,551	5,253	2,313	(72,361)	97,613	4,766	(4,877)	97,502
Total current assets	146,598	343,418	30,422	22,974	13,972	(72,361)	485,023	36,753	(4,877)	516,899
Assets limited as to use	8	616,929	17,438	12,821	10,829	-	658,025	48,099	-	706,124
Notes receivable, related party	554,771	-	-	-	-	(554,771)	-	-	-	-
Other investments for restricted activities	-	87,613	8,591	2,981	6,238	-	105,423	25,473	-	130,896
Property, plant, and equipment, net	36	443,154	66,759	42,438	17,356	-	569,743	37,578	-	607,321
Other assets	24,863	101,078	1,370	5,906	4,280	(10,970)	126,527	3,604	(21,346)	108,785
Total assets	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025
Liabilities and Net Assets										
Current liabilities										
Current portion of long-term debt	$ -	$ 1,031	$ 810	$ 572	$ 187	$ -	$ 2,600	$ 864	$ -	$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	3,311	-	-	3,311
Accounts payable and accrued expenses	54,995	82,061	20,107	6,705	3,029	(72,361)	94,536	6,094	(4,877)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,796	-	118,498	7,078	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	-	38,693	2,448	-	41,141
Total current liabilities	57,997	217,299	26,647	19,419	8,637	(72,361)	257,638	16,484	(4,877)	269,245
Notes payable, related party	-	527,346	-	27,425	-	(554,771)	-	-	-	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,270	(10,970)	724,231	28,744	-	752,975
Insurance deposits and related liabilities	-	54,616	465	155	240	-	55,476	40	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	242,227	-	-	242,227
Other liabilities	-	85,577	1,107	1,405	-	-	88,089	38	-	88,127
Total liabilities	702,517	1,170,412	57,788	49,583	25,463	(638,102)	1,367,661	45,306	(4,877)	1,408,090
Commitments and contingencies										
Net assets										
Net assets without donor restrictions	23,759	334,882	61,828	32,897	19,812	-	473,178	72,230	(21,306)	524,102
Net assets with donor restrictions	-	86,898	4,964	4,640	7,400	-	103,902	33,971	(40)	137,833
Total net assets	23,759	421,780	66,792	37,537	27,212	-	577,080	106,201	(21,346)	661,935
Total liabilities and net assets	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2018

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 134,634	$ 23,094	$ 8,621	$ 9,982	$ 6,654	$ 12,144	$ 5,040	$ -	$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,109	7,996	3,657	-	219,228
Prepaid expenses and other current assets	11,964	144,755	5,520	5,276	2,294	4,443	488	(77,238)	97,502
Total current assets	146,598	344,830	31,324	23,560	14,057	24,583	9,185	(77,238)	516,899
Assets limited as to use	8	635,028	17,438	12,821	11,862	9,612	19,355	-	706,124
Notes receivable, related party	554,771	-	-	-	-	-	-	(554,771)	-
Other investments for restricted activities	-	95,772	25,873	2,981	6,238	32	-	-	130,896
Property, plant, and equipment, net	36	445,829	70,607	42,920	19,065	25,725	3,139	-	607,321
Other assets	24,863	101,235	7,526	5,333	1,886	130	128	(32,316)	108,785
Total assets	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 1,031	$ 810	$ 572	$ 245	$ 739	$ 67	$ -	$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	-	-	3,311
Accounts payable and accrued expenses	54,995	82,613	20,052	6,714	3,092	3,596	1,929	(77,238)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,831	5,814	1,229	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	2,448	-	-	41,141
Total current liabilities	57,997	217,851	26,592	19,428	8,793	12,597	3,225	(77,238)	269,245
Notes payable, related party	-	527,346	-	27,425	-	-	-	(554,771)	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,593	25,792	2,629	(10,970)	752,975
Insurance deposits and related liabilities	-	54,616	465	155	241	-	39	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	-	-	242,227
Other liabilities	-	85,577	1,117	1,405	-	28	-	-	88,127
Total liabilities	702,517	1,170,964	57,743	49,592	25,943	38,417	5,893	(642,979)	1,408,090
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	23,759	356,518	65,069	33,383	19,764	21,031	25,884	(21,306)	524,102
Net assets with donor restrictions	-	95,212	29,956	4,640	7,401	634	30	(40)	137,833
Total net assets	23,759	451,730	95,025	38,023	27,165	21,665	25,914	(21,346)	661,935
Total liabilities and net assets	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries

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

Year Ended June 30, 2019

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support											
Patient service revenue	$ -	$ 1,580,552	$ 220,255	$ 69,794	$ 60,166	$ 46,029	$ -	$ 1,976,796	$ 22 527	$ -	$ 1 999,323
Contracted revenue	5,011	109,051	355	-	-	5,902	(46,100)	74,219	790	8	75,017
Other operating revenue	21,128	186,852	3,407	1,748	4,261	2,289	(22,076)	197,609	13,386	(297)	210,698
Net assets released from restrictions	369	11,556	732	137	177	24	-	12 995	1,110	-	14 105
Total operating revenue and other support	26,508	1,888 011	224 749	71 679	64,604	54 244	(68 176)	2 261,619	37 813	(289)	2 299 143
Operating expenses											
Salaries	-	868,311	197,671	37,297	30,549	26,514	(24,682)	1,945,660	15,785	1,106	1,062,551
Employee benefits	-	208,346	24,225	6 454	5,434	6,966	(3,763)	247,662	3,642	287	251 591
Medical supplies and medications	-	354,201	34,331	8,634	6 298	3,032	-	406,496	1,379	-	407,875
Purchased services and other	11,366	242,106	35,088	15,308	13,528	13,950	(21,176)	310,170	14 887	(1,622)	323,435
Medicaid enhancement tax	-	54,954	8,005	3,062	2,264	1,776	-	70,061	-	-	70 061
Depreciation and amortization	14	69,343	7,977	2,305	3,915	2 360	-	85,914	2,500	-	88,414
Interest	20,677	21 585	1,053	1,159	1 119	228	(20 850)	24,981	533	-	25 514
Total operating expenses	32 057	1,818,846	218 350	74,229	63 107	54 826	(70,471)	2 190,944	38 726	(229)	2 229 441
Operating (loss) margin	(5 549)	69 165	6,399	(2,550)	1,497	(582)	2 295	70 675	(913)	(50)	69 702
Non-operating gains (losses)											
Investment income (losses), net	3,929	32,193	227	469	834	623	(198)	38,077	1 975	-	40 052
Other (losses) income, net	(3,784)	1,586	(187)	30	(240)	279	(2,097)	(4,413)	791	60	(3,562)
Loss on early extinguishment of debt	-	-	-	(87)	-	-	-	(87)	-	-	(87)
Loss on swap termination	-	-	-	-	-	-	-	-	-	-	-
Total non-operating gains (losses), net	145	33 779	40	412	594	902	(2 295)	33 577	2 766	60	36 403
(Deficiency) excess of revenue over expenses	(5,404)	102,944	6,439	(2,138)	2,091	320	-	104,252	1 853	-	106 105
Net assets without donor restrictions											
Net assets released from restrictions	-	419	565	-	402	318	-	1 704	65	-	1 769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	-	682	-	(72,043)	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,939	8,760	128	110	-	5,054	(5,054)	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	-	-	-
Change in fair value on interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
Change in funded status of interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
Increase in net assets without donor restrictions	$ 5,073	$ 21 998	$ 1,223	$ 6 622	$ 2,621	$ 1,430	$ -	$ 38,967	$ (3,136)	$ -	$ 35,831

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2019

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	$ -	$ 1,580,552	$ 220,254	$ 60,166	$ 46,029	$ 69,794	$ 22,528	$ -	$ 1,999,323
Contracted revenue	5,010	109,842	355	-	5,902	-	-	(46,092)	75,017
Other operating revenue	21,128	188,775	3,549	4,260	3,868	10,951	540	(22,373)	210,698
Net assets released from restrictions	371	12,637	732	177	26	162	-	-	14,105
Total operating revenue and other support	26,509	1,891,806	224,890	64,603	55,825	80,907	23,068	(68,465)	2,299,143
Operating expenses									
Salaries	-	868,311	107,706	30,549	27,319	40,731	11,511	(23,576)	1,062,551
Employee benefits	-	208,346	24,235	5,434	7,133	7,218	2,701	(3,476)	251,591
Medical supplies and medications	-	354,201	34,331	6,298	3,035	8,639	1,371	-	407,875
Purchased services and other	11,366	246,101	35,396	13,390	14,371	18,172	7,437	(22,798)	323,435
Medicaid enhancement tax	-	54,954	8,005	2,264	1,776	3,062	-	-	70,061
Depreciation and amortization	14	69,343	8,125	3,920	2,478	4,194	340	-	88,414
Interest	20,678	21,585	1,054	1,119	228	1,637	63	(20,850)	25,514
Total operating expenses	32,058	1,822,841	218,852	62,974	56,340	83,653	23,423	(70,700)	2,229,441
Operating (loss) margin	(5,549)	68,965	6,038	1,629	(515)	(2,746)	(355)	2,235	69,702
Non-operating gains (losses)									
Investment income (losses), net	3,929	33,310	129	785	645	469	983	(198)	40,052
Other (losses) income, net	(3,784)	1,586	(171)	(240)	288	31	765	(2,037)	(3,562)
Loss on early extinguishment of debt	-	-	-	-	-	(87)	-	-	(87)
Loss on swap termination	-	-	-	-	-	-	-	-	-
Total non-operating gains (losses), net	145	34,896	(42)	545	933	413	1,748	(2,235)	36,403
(Deficiency) excess of revenue over expenses	(5,404)	103,861	5,996	2,174	418	(2,333)	1,393	-	106,105
Net assets without donor restrictions									
Net assets released from restrictions	-	484	565	402	318	-	-	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	582	-	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,963	128	118	3,629	45	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	-
Change in fair value on interest rate swaps	-	-	-	-	-	-	-	-	-
Change in funded status of interest rate swaps	-	-	-	-	-	-	-	-	-
Increase in net assets without donor restrictions	$ 5,073	$ 22,980	$ 804	$ 2,704	$ 1,536	$ 1,296	$ 1,438	$ -	$ 35,831

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2018

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support										
Patient service revenue	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ -	$ 1,804,550	$ 94,545	$ -	$ 1,899,095
Provision for bad debts	-	31,358	10,967	1,554	1,440	-	45,319	2,048	-	47,367
Net patient service revenue	-	1,443,956	205,769	58,932	50,574	-	1,759,231	92,497	-	1,851,728
Contracted revenue	(2,305)	97,291	-	-	2,169	(42,870)	54,285	716	(32)	54,969
Other operating revenue	9,799	134,461	3,365	4,169	1,814	(10,554)	143,054	6,978	(1,086)	148,946
Net assets released from restrictions	658	11,605	620	52	44	-	12,979	482	-	13,461
Total operating revenue and other support	8,152	1,687,313	209,754	63,153	54,601	(53,424)	1,969,549	100,673	(1,118)	2,069,104
Operating expenses										
Salaries	-	806,344	105,607	30,360	24,854	(21,542)	945,623	42,035	1,605	989,263
Employee benefits	-	181,833	28,343	7,252	7,000	(5,385)	219,043	10,221	419	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,055	-	329,836	10,195	-	340,031
Purchased services and other	8,509	215,073	33,065	13,587	13,960	(19,394)	264,800	29,390	(2,818)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,744	-	65,517	2,175	-	67,692
Depreciation and amortization	23	66,073	10,217	3,934	2,030	-	82,277	2,501	-	84,778
Interest	8,684	15,772	1,004	981	224	(8,882)	17,783	1,039	-	18,822
Total operating expenses	17,216	1,627,466	217,599	64,934	52,867	(55,203)	1,924,879	97,556	(794)	2,021,641
Operating margin (loss)	(9,064)	59,847	(7,845)	(1,781)	1,734	1,779	44,670	3,117	(324)	47,463
Non-operating gains (losses)										
Investment income (losses), net	(26)	33,628	1,408	1,151	858	(198)	36,821	3,566	-	40,387
Other (losses) income, net	(1,364)	(2,599)	-	1,276	266	(1,581)	(4,002)	733	361	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	(14,214)	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	(14,247)	-	-	(14,247)
Total non-operating gains (losses), net	(1,390)	2,873	1,408	2,122	1,124	(1,779)	4,358	4,299	361	9,018
(Deficiency) excess of revenue over expenses	(10,454)	62,720	(6,437)	341	2,858	-	49,028	7,415	37	56,481
Net assets without donor restrictions										
Net assets released from restrictions	-	16,038	-	4	252	-	16,294	19	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	8,254	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-	-
Additional paid in capital	-	-	-	-	-	-	-	58	(58)	-
Other changes in net assets	-	-	-	-	-	-	-	(185)	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	4,190	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	14,102	-	-	14,102
Increase in net assets without donor restrictions	$ 7,337	$ 75,995	$ 3,578	$ 393	$ 4,565	$ -	$ 91,868	$ 7,308	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2018

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ 71,458	$ 23,087	$ -	$ 1,899,095
Provision for bad debts	-	31,358	10,967	1,554	1,440	1,680	368	-	47,367
Net patient service revenue	-	1,443,956	205,769	58,932	50,574	69,778	22,719	-	1,851,728
Contracted revenue	(2,305)	98,007	-	-	2,169	-	-	(42,902)	54,969
Other operating revenue	9,799	137,242	4,061	4,166	3,168	1,697	453	(11,640)	148,946
Net assets released from restrictions	658	11,984	620	52	44	103	-	-	13,461
Total operating revenue and other support	8,152	1,691,189	210,450	63,150	55,955	71,578	23,172	(54,542)	2,069,104
Operating expenses									
Salaries	-	806,344	105,607	30,360	25,592	29,215	12,082	(19,937)	989,263
Employee benefits	-	181,833	28,343	7,252	7,162	7,406	2,653	(4,966)	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,057	8,484	1,709	-	340,031
Purchased services and other	8,512	218,590	33,431	13,432	14,354	19,220	5,945	(22,212)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,743	2,176	-	-	67,692
Depreciation and amortization	23	66,073	10,357	3,939	2,145	1,831	410	-	84,778
Interest	8,684	15,772	1,004	981	223	975	65	(8,882)	18,822
Total operating expenses	17,219	1,631,083	218,105	64,784	54,276	69,307	22,864	(55,997)	2,021,641
Operating (loss) margin	(9,067)	60,106	(7,655)	(1,634)	1,679	2,271	308	1,455	47,463
Non-operating gains (losses)									
Investment income (losses), net	(26)	35,177	1,954	1,097	787	203	1,393	(198)	40,387
Other (losses) income, net	(1,364)	(2,599)	(3)	1,276	273	(223)	952	(1,220)	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	-	-	(14,247)
Total non-operating gains (losses), net	(1,390)	4,422	1,951	2,068	1,060	(20)	2,345	(1,418)	9,018
(Deficiency) excess of revenue over expenses	(10,457)	64,528	(5,704)	434	2,739	2,251	2,653	37	56,481
Net assets without donor restrictions									
Net assets released from restrictions	-	16,058	-	4	251	-	-	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-
Additional paid in capital	58	-	-	-	-	-	-	(58)	-
Other changes in net assets	-	-	-	-	-	(185)	-	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	-	-	14,102
Increase (decrease) in net assets without donor restrictions	$ 7,392	$ 77,823	$ 4,311	$ 485	$ 4,445	$ 2,066	$ 2,653	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Supplemental Consolidating Information
June 30, 2019 and 2018

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in net assets without donor restrictions of D-HH and its subsidiaries All intercompany accounts and transactions between D-HH and its subsidiaries have been eliminated The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements

Cheshire Medical Center
Dartmouth-Hitchcock

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

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

Approved by the
Cheshire Medical Center Board of Trustees
June 7, 2017

Cheshire Medical Center - 2020 Board of Directors

Susan	Abert *(VICE CHAIR)	Attorney - Norton & Abert PC	Keene NH	03431
Ashok	Bahl	Procurement Director, C&S Wholesale Grocers	Keene NH	03431
Wendy	Fielding	VP Financial Planning Financial Services - Dartmouth Hitchcock	Lebanon NH	03756
Mark	Gavin *(TREASURER)	Chief Financial Officer - SoClean	Peterborough NH	03458
H. Roger	Hansen	Retired physician - Cheshire Medical Center	Keene NH	03431
Nathalie	Houder *(CHAIR)	Chief Financial Officer, Auto Europe	Portland, ME	04101
Michael	Kapiloff	Owner/Agent - Kapiloff Insurance Agency	Keene NH	03431
Robert	Mitchell	Retired, FDIC Bank Examiner	Swanzey, NH	03446
Geof	Molina	Retired, Vice President, Internal Audit, Main Street America Group	Keene NH	03431
Maria	Padin, MD	Chief Medical Officer - Dartmouth Hitchcock	Lebanon NH	03756
Steve	Paris, MD *(AT LARGE)	Medical Director - Dartmouth Hitchcock	Manchester NH	03104
Katherine	Snow *(SECRETARY)	Retired President, Monadnock United Way	Keene NH	03431
Gregg	Tewksbury	President, Savings Bank of Walpole	Keene NH	03431
Andy	Tremblay, MD	Chair, Dept. of Primary Care Services - Dartmouth Hitchcock	Keene NH	03431
Ex Officio				
Don	Caruso, MD	CEO/Pres/CMO - Dartmouth Hitchcock	Keene NH	03431
Michale	Ormont, MD	Physician & Medical Staff Pres - Dartmouth Hitchcock	Keene NH	03431
Cherie	Holmes, MD	Medical Director - Dartmouth Hitchcock	Keene NH	03431

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nelson Hayden, LADC	Project Director	$77,500 80	100%	$77,500.80
Laurie Butz-Meyerrose, MLADC	Clinician	$70,699.20	100%	$70,699.20
Heather Trempe, MA	Clinician	$62,920.00	100%	$62,920.00
David Burrows	Peer Recovery Support	$42,848.00	100%	$42,848 00
Doug Hohenberger, LADC	Administrator, Clinician	$41,600.00	100%	$41,600.00
Judy Gallagher, MLADC	Clinical Supervisor	$8,736.00	100%	$8,736.00
TBD	Medical Doctor	$104,000.00	100%	104,000.00
TBD	Nurse/Care Manager	$72,800.00	100%	72,800 00
TBD	Behavioral Health Clinician	$68,640.00	100%	68,640.00

Nelson Hayden MA, MBA, MSF

Objective

I would like to find a position where I can combine the knowledge and experience I have in the counseling and substance use disorder field with my strong business acumen and administrative experience I have held leadership positions in a wide array of situations including hospitality, clinical practice, and non-profit Boards of Directors I seek an organization that values leadership and hard work where my talents will be used and valued

Professional Experience

Director/Clinician - Doorway at Cheshire Medical Center - Keene, NH **February 2019 - Present**

- The Doorway at Cheshire Medical Center is one of nine Doorways that make up regional access points as part of a $45 Million State Opioid Response to address the substance use disorder crisis in New Hampshire. In this position I have created a new department as part of the Center for Population Health including staffing, budgeting and creating systems for measurement of our objectives
- As part of my position as Director of the Doorway I have led a diverse group including physicians, nurses, nurse practitioners, behavioral health clinicians and community partners to develop a Medically Assisted Treatment plan for both our inpatient population and our Emergency Department This has led to better patient care, improved access to substance use treatment, and better experiences for staff and patients alike
- We are not technically a treatment program but rather a facilitating organization which helps individuals seeking treatment for their substance use disorder with appropriate ASAM levels of care We assess, consent, and refer clients/patients to various levels of care and provide interim therapy as well as case management while they are waiting for placement

Counseling Intern/Senior Counselor - Dublin Phoenix House - Dublin, NH **October 2017 - February 2019**

- The Dublin Phoenix House is a 49 Bed coeducational Residential Treatment Home for people with Substance Use Disorders This nonprofit facility believes in the understanding that addiction is a chronic disease not a moral failing. Individuals suffering from substance use disorders deserve and require evidence-based treatment in settings that offer privacy and dignity.
- In this second-year internship, my work focused upon two major areas: 1) developing treatment plans and transitional support for a caseload of 6-10 individual clients and 2) facilitating groups for males and females of up to 30 members and educating group participants in areas such as Helping Men Recover, 12-Step Introduction, Seeking Safety and psychoeducation surrounding addiction and recovery My success in the internship led to employment as a Senior Counselor
- My caseload consists of up to ten clients and developing self-directed treatment plans, mental health evaluation, counseling these clients in individual, family, and group settings In addition to the traditional counseling performed for the substance use population, I perform a great deal of case management including assisting with housing, co-managing treatment and aftercare with various social and corrections departments, improving bio-psycho-social health and creating transition plans for the same and evaluating financial and vocational concerns and creating improvement plans

Counseling Intern – Keene State College – Keene, NH August 2016 – May 2017

- The Keene State College Counseling Center is a highly sought-after internship for Antioch University Clinical Mental Health Counseling Students I was fortunate enough to be able to participate in this program in my first year of internship due in part to the extensive organizational development in the Substance Use arena. I was the initial intern for a new Keene State College Counseling Internship focusing on Alcohol and Other Drugs and working under Michelle M Morrow, Ph.D who was the Coordinator of AOD Prevention, Treatment, and Education Services
- In this specialized internship, my work focused upon two major areas: 1) providing interventions (both individual and small group interventions) and 2) helping to develop and deliver outreach and prevention efforts to address alcohol and other drug misuse on campus We performed weekly outreach in the residence halls, met with each athletic team, and performed educational outreach to all incoming freshmen
- As an intern, I was able to co-facilitate a general process group with a senior staff member Additionally, my work included co-facilitating a bi-monthly Alcohol Education Class that included bystander intervention components
- My caseload included conducting BASICS and CASICS (*Brief Alcohol Screening and Intervention for College Students/Cannabis Screening and Intervention for College Students).* BASICS and CASICS are empirically supported treatments that include the student completing an online feedback profile and attending 1 to 2 sessions that emphasize the examination of their own use patterns and behavior within a Motivational Interviewing framework. The aim of BASICS/CASICS is to reduce risky behaviors and the harmful consequences of use by increasing awareness and increasing the use of protective behaviors Additionally, I saw students through a general caseload, where I focused primarily on CBT and Motivational Interviewing to help the students best adjust and perform in the higher education setting

Administrator – Sheth-Horsley Eye Center – Stoneham, MA June 2010 – October 2013

- In this position, I was able to navigate the change in ownership of this longstanding practice, we grew the practice significantly in a short amount of time using premium cataract surgery and refractive surgery I brought a culture of patient satisfaction to the reception and clinical staffs as well as to the doctor, which helped to increase patient visits We worked diligently with the referral community to exceed HEDIS standards and promote communication
- We were able to implement systems where practitioners worked to the maximum of their licensure and ability thereby increasing overall efficiencies in the practice
- I was able to evaluate the billing and collections for the practice and collaborate to improve processes to increase the average daily collections by 50% and reduce the number of days sales were outstanding from 48 days to 39 days

Executive Director – Tallman Eye Associates – Lawrence, MA February 2006 through March 2010

- As Executive Director for this 18-doctor private practice I helped to increase revenues by 43% in the clinic and 45% in the optical dispensaries over four years Total revenues exceeded $13 Million
- Our team was able to expand the capacity of the organization through adjustments to the physical plant, provider relations, schedule engineering, and human resources development
- I was able to lead the transition of this large group from restrictive systems to integrated processes through the use of IT The use of technology improved transparency, efficiency, as well as communication and revenues

Education

Antioch University – MA CMHC Program Substance Abuse Counseling Focus June 2015– May 2018

I recently completed a Masters in Clinical Mental Health Counseling with a concentration in Substance Abuse Counseling at Antioch University I completed coursework in Social Cultural Diversity, Group Approaches to Counseling, Ethics, Fundamental Therapeutic Interactions, Counseling Theories, Human Development, and Career & Lifestyle Counseling in my first year. In my second year, I completed coursework in Human Sexuality & Sex Therapy, Psychopharmacology, Psychopathology, Family Counseling Approaches to Addiction, and Integrated Approaches to Addiction Counseling, Crisis and Trauma Informed Therapy, Research and Evaluation in Counseling and Therapy, and Issues in Addiction Recovery. I transferred to Antioch as it offers a classroom aspect to the program and can lead to licensure in the State of New Hampshire

University of South Dakota – MS Addiction Studies January 2013 – August 2013

I enrolled as a degree-seeking student at the University of South Dakota, seeking a Masters in Addiction Studies I completed my first two terms with a 4 0 Grade Point Average The coursework included pharmacology, alcohol and drug counseling theories, addiction studies research, and addressing families and drug and alcohol issues.

Northeastern University – MBA/MSF Program January 2010 – August 2012

I completed my MBA program at Northeastern University and took an extra semester to earn a Master of Science in Finance as well I was fortunate enough to walk through Commencement on May 4, 2012 and realize the fruits of this two and a half year effort. The curriculum included coursework in Organizations in the New Economy, Healthcare Finance, Strategic Decisions in Healthcare, Financial Strategy, Financial Accounting and Management Accounting

State University of New York – BS Business Management/Health Services 2006 - 2009

I spent three years completing my undergraduate degree while altering my focus from liberal arts focus to a business management degree with a concentration in health care management

University of Southern California – English Literature 1984 - 1989

Spent five years working towards a BA Degree in English Literature. Rowed for the University of Southern California Crew Team in 1984 and 1985. Vice President of the Phi Kappa Tau Fraternity in 1987, President in 1989.

Organizational Involvement

Recovery Task Force August 2015 – May 2018

I currently sit on this committee, which is part of the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment The work done by this task force includes standards for NH Recovery Housing, as well as helping with the Recovery Aspect of the State Plan The mission of the recovery task force is to promote effective community based Recovery Support Services by recommending to the Governor's Commission policies, practices and funding to address unmet needs in the continuum of care for SUD.

Monadnock Alcohol & Drug Abuse Coalition April 2015 – December 2016

I recently concluded volunteering with this Prevention Coalition in Keene, NH The Monadnock Alcohol and Drug Abuse Coalition works to reduce alcohol and drug use and misuse in Cheshire County I contributed to the organization through strengthening the bond along the continuum of care. I have done this through participation in Recovery Coach Training, leading the Compliance Check initiative for local retailers I have also carried

MADAC's message to other agencies including Monadnock Family Services, Acting Out, and the Keene Serenity Center I have trained over 80 Recovery Coaches in Keene through three-week long training sessions

Board Member/ Treasurer New Hampshire Providers Association **July 2015 – Present**

The mission of the NH Providers Association is to represent its members in advancing substance use prevention, treatment and recovery through public policy, leadership, professional development, and quality member services I have been a Board Member, their VP of Recovery, and a member of the Finance Committee for this organization and I am very excited about the opportunity to serve this organization and help advocate for providers of drug and alcohol treatment in the State of New Hampshire

Board Member/Treasurer Monadnock Restorative Community **July 2015 – December 2016**

Monadnock Restorative Community promotes recovery and successful re-integration of recently incarcerated women with an addiction into the larger community through an outpatient setting designed to achieve health and wholeness of mind, body and spirit. This organization has been active in the use of Recovery Coaches and Community mentors in order to assist these women. Much of my contribution is my business acumen as well as my experiences with Recovery Coaching and business planning.

Board Member/Treasurer Keene Serenity Center **January 2016 – Present**

The Serenity Center is a membership organization and a separate entity that is neither affiliated with nor financed by any recovery program or other organization We recognize that there are many pathways to successful recovery from addictions, and we welcome people on all paths to recovery and their families Our center provides a safe haven to initiate and / or maintain long-term recovery through peer-to-peer support meetings and fellowship At present, we have over 20 meetings serving more than 300 people each week I am most proud that this organization was chosen as one of five Community Recovery Organizations to work with Harbor Homes and the Bureau of Drug and Alcohol Services to promote peer-to-peer recovery

References

References are available upon request

Laurie Butz-Meyerrose

Objective

To obtain a job in the field of Mental Health and Substance Abuse Counseling

Experience

Clinician

The Doorway @ Cheshire Medical
Keene, New Hampshire

March 25, 2019 – Present

Assessments and referrals for substance abuse treatment Coordinate treatment for and aftercare in the community Meet with patients, perform assessments and make referrals dependent on level of care Assist in coordinating follow up care that includes housing, legal issues, ongoing MAT, mental health, physical health, and insurance

Senior Counselor

Sobriety Centers of New Hampshire – Antrim House
Antrim, NH

January 2016 – current

Assessments, individual and group counseling Create, implement and review treatment plans Coordinate discharge and follow up care in the community Vast experience working with Medicaid
Outpatient clinical with former clients, establishing bridge program back into the community

Senior Counselor

Phoenix House, Dublin, New Hampshire

January 2015 –Current

Intakes and Assessments

Individual and Group Counseling

Create, implement and Review Treatment Plans

Coordinate discharge, working closely with transitional living, community mental health, department of corrections, DCYF

Case Manager

Crotched Mountain Rehabilitation Hospital, Greenfield, New Hampshire

August 2010 – January 2015

Discharge Planning

Coordination of Insurance Updates

Coordination of services and transitioning of patients into the community

Data Entry

TD Bank, Keene, New Hampshire

October 2009 – May 2010

Temporary Assignment, Data Entry

Case Manager

AIDS Services for the Monadnock Region, Gilsum, New Hampshire

June 2007 – July 2009

Responsible for 20 – 25 HIV/HepC clients

Care Program Applications, Application for community benefits

Meetings at the State for continued funding processes

Education

MS Clinical Mental Health Counseling

Walden University, Minneapolis, MN

November 2014

Chi Sigma Iota Honor Society/Concentration in Forensic Counseling

Golden Key International Honor Society

BA Psychology

Ashford University, Clinton, IA

May 2010

Magna Cum Laude

License

LCHMC, MLADC, ACS

Laune K Butz-Meyerrose
1182 Nelson Road, Nelson NH 03457 603-852-5289 laurie81958@yahoo.com

HEATHER TREMPE

Masters level Mental Health Clinician

Authorized to work in the US for any employer

WORK EXPERIENCE

Clinician

Cheshire Medical Center - Keene, NH
October 2019 to Present

Assistant Director/Trauma Therapist

Neurodevelopmental Therapy Services, Inc - Manchester, NH
April 2019 to July 2019

- 60 day residential facility
- 1:1 therapy with children twice a week.
- daily meditation groups
- daily motivational groups

Clinician III

COMMUNITY HEALTHLINK - Leominster, MA
January 2019 to April 2019

- Weekly In home therapy with families and children
- Weekly family therapy without child present to assist with strategies and parent resources.

Supervisor III

Department of Health and Human Services - Manchester, NH
July 2014 to December 2018

- Trains new employees on policies and procedures
- Achieve excellent customer service
- Assists the community with eligibility for food stamps, medicaid, and cash.

Preschool Teacher

The World of Discovery - Londonderry, NH
December 2009 to July 2014

- Create lesson plans encompassing math, reading, writing, art, and science
- managed a classroom of 14-16 3-4 year olds
- Did bi yearly progress reports and family meetings
- Completed evaluations

EDUCATION

Master's in Clinical mental health

Southern New Hampshire University - Manchester, NH
January 2016 to December 2018

Bachelor's in Psychology

HESSER COLLEGE - Manchester, NH
2012 to 2015

Early Childhood Education

HESSER COLLEGE - Manchester, NH
August 2006 to May 2008

Early Childhood Education Certification/General Studies

SEACOAST SCHOOL OF TECHNOLOGY - Exeter, NH
September 2004 to June 2006

SKILLS

- Counseling
- Therapy
- Documentation
- Mental Health
- Case Management
- Microsoft Office
- problem solving
- Management

CERTIFICATIONS AND LICENSES

TF-CBT

January 2016 to Present

Completed and 8 hour training on trauma focused cognitive behavior therapy.

Trust-Based Relational Intervention(TBRI)

April 2019 to Present

CPR/AED/First Aid

April 2019 to April 2021

Medication Administration

April 2019 to Present

Non-abusive psychological and physical intervention (NAPPI)

April 2019 to Present

ADDITIONAL INFORMATION

- First Aid and CPR certified

- Has over ten years working with children and assisting with their development
- Demonstrates resourceful and positive outlook for the best answer to each client's needs and wants.
- Able to work efficiently and stay calm with clients and assist with looking for resources in their community
- Punctual and motivated

David H. Burrows

Objective

Contribute to the success of an enterprise involved in compassionate solutions to compelling challenges

Ability Summary

Dedicated, driven, with wide range of training and experience in many areas of recovery from substance use disorder and behavioral health.

Occupational Licenses & Certificates

Certification Title	Issuing Organization	Completion Date
Recovery Coach Academy	CCAR	01/2016
Ethical Considerations of Recovery Coaching	CCAR	01/2016
Suicide Postvention	Southern New Hampshire Area Health Education Center	06/2016
Roles for Peers Providing Recovery Support	NH Center for Excellence	01/2017
Telephone Recovery Support	NH Center for Excellence	03/2017
Prevention Ethics	NH Training Institute on Addictive Disorders	04/2017
Supervising a peer recovery workforce	NH Training Institute on Addictive Disorders	04/2017
Motivational Interviewing Basic	NH Training Institute on Addictive Disorders	06/2017
Creative Outreach to Increase Recruitment for PRSS	NH Center for Excellence	12/2017
Recovery Coaching in the Emergency Department	CCAR	1/2018
Implementing Recovery Coaching in the ED	JSI Research & Training Institute, Inc	1/2019
Standards for Recovery Housing and Building this Capacity for New Hampshire	JSI Research & Training Institute, Inc	4/2019
Understanding and Using the ASAM Criteria and Engaging People into Collaborative Addiction Treatment		7/2019

Employment History

Certified Recovery Support Worker
05/19 - present Cheshire Medical Center 580 Court Street, Keene, NH 03431

Community Volunteer
03/2016 – present Be the Change Behavioral Health Task Force
Be the Change is the Eastern Monadnock Region's Behavioral Health Task Force. Our mission is to provide education and resources to our community about Substance Misuse and Mental Health. Be the Change began when Monadnock Community Hospital's 2012 Community Health Needs Assessment identified that there was a need for more education in our community regarding behavioral health, a term that encompasses both mental health and substance misuse, and awareness of the resources we have in both our region and state.

Vision/Controls Engineer

05/2009 - 05/2015 Crane Security Technologies (Formerly Technical Graphics Inc.) Suite 100 1 Cellu Dr., Nashua, NH

Main duties were integrating, documenting, commissioning and maintaining machine vision and control systems within the Currency (U.S. Government Products) production areas. These systems include real-time inspection systems and related closed-loop control systems.

- Coordinated team efforts with internal support groups, production personnel, customers, and outside vendors.
- Assisted in all aspects of installation and improvement projects and sub-projects within the

manufacturing areas relating to automated control systems and machine vision disciplines.

- Directed technicians and other support personnel in all phases of projects. Interfaced with other support groups during appropriate phases of the project to ensure effective integration with existing processes and/or other improvements and installations.
- Planned and implemented data collection network to provide real time process monitoring utilizing GE Proficy software suite
- Installed programmed and updated Rockwell and Rexroth based PLC control systems involved in motion control, waste water and chemical supply systems
- Responsible for troubleshooting inspection and machine vision systems maintained by Engineering/Maintenance and trained and directed technicians in those efforts. Assisted plant leadership in diagnosing and solving manufacturing and converting inspection problems. Optimized machine vision systems and strategies.
- Identified, investigated and developed process improvements and optimization. Assisted in team approaches with Manufacturing, Quality and Continuous Improvement, R&D and Engineering to develop optimal strategies for improved yields, efficiencies and quality.
- Trained Technicians and user community on specific systems and installed equipment. Developed procedures and defined preventative maintenance programs for new equipment.

Device Lead Third Shift

03/2000 to 06/2001 Teleflex Inc. 50 Plantation Dr., Jaffrey, NH

Supervised employees in production of medical device assemblies.

- Submitted performance reviews
- Performed quality control testing
- Supported manufacturing operation in a variety of roles including injection molding machine set up

Supervised cell based production operations involving extruded tubing and plastic injection molding, along with heat forming and deburring steps. Responsible for sign off of initial setup of equipment to product specifications and performing quality tests using Instron strain gauge, optical comparator, Go/No-go gauges, calipers and ruled scale. Setup and monitored Arburg molding machine along with various equipment used in heat forming operation. Maintained training, attendance and performance records used in employee evaluation and created performance reviews.

Technical / Training Coordinator

04/1999 – 05/2009 (Consulted as Parhelion PC 3/2000-06/2001) Technical Graphics Inc. 50 Meadowbrook Dr., Milford, NH

Performed training and operation of equipment producing high quality micro printed film.
Involved in transition from manual control of process to more automated systems. Installed and maintained SCADA network used in maintaining process control parameters and recording values for quality assurance and production metrics. Responsible for operation and repair of computerized optical inspection equipment using high speed high resolution cameras and proprietary template matching algorithms.

Shift Supervisor

05/1996 – 04/1999 Technical Graphics Inc. 50 Meadowbrook Dr., Milford, NH

Primarily coordinated various operations/personnel on night shift.

- Performed maintenance and support functions as needed due to absence of maintenance or engineering staff on night shift
- Responsible for sign off of initial setup of equipment to product specifications
- Trained personnel in all areas of production and finishing of various security products
- Designed graphics using Adobe Illustrator for polymer printing plates
- Operated platemaking equipment and mounted flexographic printing plates
- Operated and maintained code for waste water treatment system

Equipment setup and operation included printing press, micro slitter/ spool winder, lathe, milling machine, drill press, powered hand tools, multi-meters, oscilloscopes, along with metrology instruments such as Instron strain gauge, COF / Peel Tester, calipers, densitometers, spectrophotometer, optical comparators, scaled reticle loupes.

Flexographic Press Operator

05/1995 – 04/1996 Technical Graphics Inc. 50 Meadowbrook Dr., Milford, NH

Operation of custom flexographic printing press producing security strip substrate for currencies.
Learned unique process involving chemical etching of web substrate relying on solutions tightly controlled for pH, specific density, viscosity. Manual testing involved hygrometers, pH meters, litmus paper, viscosity cups, densitometers, spectrophotometer, optical comparators, scaled reticle loupes.

Webtron Press Operator

03/1994 – 05/1995 D.D. Bean and Sons. 207 Peterborough St., Jaffrey, NH

Operation of 8 color flexographic printing press.
Produced high quality four process color printed material for use in large promotional campaigns. Previous printing experience proved instrumental in contributing to the successful operation of a newly installed advanced Webtron printing press. Operated flexographic polymer printing plate maker and mounted 4 color process printing plates.

Assistant Store Manager

10/1993 – 03/1994 Chill Out Convenience West Peterborough, NH

Established and assessed key procedures during initial start-up of retail store.
Setup inventory control and POS computer systems for operation of small convenience store
Operated register and stocked shelves during startup

Lead-Pressman 3rd Shift

10/1985 to 10/1993 Label Art Inc. 1 Riverside Way, Wilton, NH

Responsible for supervision of third shift operations manufacturing high quality printed labels.
Duties involved reading job jackets and signing off on jobs setup by co-workers. Performed quality checks

throughout the shift using densitometers, spectrophotometer, visual comparison to customer proof, testing of die cut quality, and measurement of dimensional characteristics. Other duties involved mounting printing plates on cylinders, and mixing batches of color matched printing ink using Pantone color formulations.

Maintenance Mechanic

06/1980 to 03/1984 — Crotched Mountain Rehabilitation Center — 1 Verney Dr., Greenfield, NH

- **General maintenance and repair of a fleet of vans, trucks, and cars**
- **Assisted electricians, plumbers, and carpenters**
- **Supervised 2nd shift cleaning crew**

Operations involved performing preventive maintenance i.e. oil change, brake inspection and repair, engine tune up (sparkplug, ignition wires, adjustment of timing, etc.). Operated various powered hand tools (impact wrenches, drills, saws, floor buffers, floor scrubbers, etc.).

Education

Completion Date	Issuing Institution	Location	Qualification	Course of Study
05/2005	Keene State College	Keene, NH	2 Years of College	Computer Science
06/1993	NRI Schools	Washington, DC		Microcomputers and Microprocessors

Training

SLC 500 and RSLogix 500 Maintenance and Troubleshooting
RSLogix 5000 Level 1: ControlLogix Fundamentals and Troubleshooting
RSLogix 5000 Level 2: Basic Ladder Logic Programming
RSLogix 5000 Level 3: Project Development
FactoryTalk View ME and PanelView Plus Programming
DeviceNet and RSNetWorx Configuration and Troubleshooting

Detailed References

LeeAnn Clark Moore
Monadnock Community Hospital
Philanthropy & Community Relations
603-924-1700

Thomas Bruneau, Engineering
Crane Security Technologies
1 Cellu Dr., Nashua, NH 03063
603-881-1890

Ray Fangmeyer, General Manager
W S Packaging
1 Riverside Way Wilton, NH 03086
1-800-258-1050

John Parisi
Director Plant Operations
Crotched Mountain Rehabilitation Center
One Verney Drive
Greenfield, NH 03047
603-547-3311 ext. (2120)

Doug Hohenberger, LADC

RELEVANT EXPERIENCE

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

- Manage day to day operations of Outpatient program and Central Intake Department
- Develop and maintain strong collaborating relationships with program referents, particularly Criminal Justice, Hospitals, Doorway Programs and other agencies serving adults with substance use disorders
- Assist in crisis situations as appropriate, following emergency protocols/procedures and coordinate with the treatment team with interventions that support a trauma informed environment for clients and staff.
- Provide initial clinical data for pre-certification and concurrent case review to ensure authorization of all necessary days at the most appropriate level of care
- Monitor employee productivity and provide administrative supervision, constructive feedback, and coaching

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

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

Associate Life Coach 2013 - 2015
Freelance | Keene, NH

- Assists clients with developing community supports to enhance overall quality of life
- Worked 1.1 to with clients to develop and teach life skills and healthy living choices
- Provides transportation and accompanies clients to AA and other recovery-based meetings as well as other community support programs and activities

Lead Mentor 2008 - 2012
Inner Connections | Keene, NH

- Facilitated group therapy and psycho-social rehabilitation groups
- Supported the completion of all documentation of progress notes and maintained compliance with the policies and procedures of the facility to include daily documentation of patient activities that related to clinical needs.
- Provided or assisted with providing direct patient care, diagnostic procedures and therapeutic interventions

EDUCATION & LICENSES

Keene State College | Bachelor of Arts in Psychology *magna cum laude* 2012
Keene State College | Associates of Science in Chemical Dependency *magna cum laude*

Licensed Alcohol and Drug Counselor 2020

SKILLS

Extensive knowledge of electronic medical records systems | First Aid & CPR certified | Nonviolent crisis intervention certification

JUDY GALLAGHER, MA, M-LADC

EDUCATION AND LICENSURE

MLADC: Master Licensed Alcohol and Drug Counselor - State of New Hampshire 9/15-Pres.
M.A. Counseling Psychology: Antioch New England, Keene, NH 1/98-11/00
B.A. Psychology: University of Texas at Dallas, Richardson, TX 8/94 -8/96

PROFESSIONAL PROFILE

- Qualified in counseling clients diagnosed with severe and persistent mental illness and substance use disorders.
- Adept at client assessments, intakes, treatment and individual service plans, and referrals.
- Training in and implementation of Strength Based Counseling, Motivational Interviewing, Precursors to Change Model, MRT (Moral Reconation Therapy), CBT (Cognitive Behavioral Therapy), Emerge curriculum training (group counseling skills working with domestic violence abusers), DBT (Dialectical Behavioral Therapy), and Mindfulness Based Relapse Prevention.
- Open and effective interpersonal communication skills.
- Excellent computer and organizational skills, file keeping, and assessment writing.
- Clinical Supervision experience and continuing education certificate from Antioch University New England.

PROFESSIONAL EXPERIENCE

*Cheshire County Behavioral Health Court (*Alternative Sentencing, Mental Health Court and Drug Court Programs*)* Keene, NH

CLINICAL CASE MANAGER: 06/11-Pres.

- Assess individuals facing criminal charges for substance use disorders and mental illness utilizing the Bio-Psycho-Social interview, Global Appraisal of Individual Needs (GAIN), and/or the Ohio Risk Assessment System (ORAS) tools.
- Develop comprehensive individualized service plans and refer participants to needed community resources.
- Conduct weekly case management meetings, provide brief supportive counseling and crisis intervention, facilitated a relapse prevention group, regularly review progress of the individualized service plan.
- Assist clients with insurance, SSI/SSDI, food stamps and housing applications.
- Maintain ongoing communication and collaboration with community mental health agencies, contracted treatment providers, department of children, youth and family services (DCYF) house of corrections, judicial services and probation and parole.
- Provide updates and clinical summaries to the court with the client present, to inform of their level of progress and ongoing needs.
- Work with and actively involve client's family members, significant others and other support persons in order to increase success in recovery from substance use and mental illness.
- Provide random urinalysis and breathalyzer monitoring.
- Active member and participant in the following: Mental Health Court monthly meetings, Cheshire County Domestic Violence Council (CCDVC) and Offender Rehabilitation Support Team (OREST).
- Provide supervision for Master and Bachelor level interns.
- Planned, developed and fully implemented in 2012-2013, as part of an interdisciplinary team, a Drug Court Program in the Superior Court of Cheshire County.

Serenity Center Keene, NH

MLADC SUPERVISOR – CONTRACTED POSITION: 10/17-3/18

- Provided individual and group supervision to recovery coaches working toward their CRSW.

Monadnock Family Services – Emerald House – (Adult Transition Residence) Keene, NH

09/14-12/17
RESIDENTIAL EDUCATOR – PART TIME/PER DIEM 05/12-05/13
06/00-11/03

Provided supportive supervision and maintain structure of a therapeutic milieu for residents recovering from severe and persistent mental illness, recently discharged from the state hospital and working toward transition into the community
Educated and supported residents in independent living skills
Monitored medication distribution, provide vocational and social skills education, facilitate community integration, and support client management of psychiatric symptoms and overall physical and mental well-being.
Participated in crisis care for residents
Worked as a team member to promote open communication and exceptional client care.
Completed documentation and progress notes in EMR system

State of Vermont (Department of Aging and Independent Living)

Springfield, VT
VOCATIONAL REHABILITATION COUNSELOR. 01/11-04/11

- Provided assessment, guidance counseling, and case management to adults with physical, psychiatric, and/or cognitive disabilities including substance abuse and dependence to successfully obtain and maintain employment.
Collaborated with community providers and attended consults to better serve clients
Maintained appropriate documentation and case files
- Referred clients for vocational, medical, substance abuse and mental health services
Attended bi-weekly treatment team meetings.

Washington County Community Corrections Center (Alternative Sentencing Program)

Hillsboro, OR
RESIDENTIAL CASE MANAGER / TREATMENT DORM COUNSELOR 07/04-09/10

Provided addiction treatment, mental health counseling, case management, crisis intervention, education, vocational support/counseling, and program supervision for adults in work release custody who were transitioning into the community and/or participating in the 90-day residential alcohol and drug treatment program.
Conducted intake interviews, mental health and addiction assessments and referred clients to the on-site psychiatrist for medication needs
Created and implemented individualized case plans based on diagnosis and needs assessments
Facilitated psycho-educational groups: Mindfulness Based Relapse Prevention, Matrix Addiction Education, Stages of Change, Coping Skills, Staying Quit.
Interviewed clients at the Washington County Jail for program appropriateness and readiness based on the American Society of Addiction Medicine's (ASAM) criteria and the Level of Service Inventory (LSI)
- Assessed and appropriately assigned client cases to co-counselors and treatment providers
Worked with employers and the on-site job specialist to assist clients with job search activity and retention
Participated in transition meetings with client, recovery mentor, probation officer, aftercare provider, and other support personnel
Referred clients to appropriate agencies for advancement including. housing, mental health, Veteran's services, GED, college education, parenting support and education.
Attended family planning meetings with client, their family, and Department of Human Services (DHS) case workers in order to support and strengthen client's ability toward gaining independence with their children
Wrote psychosocial assessments, individualized treatment plans, treatment summaries, disciplinary, and reports for the Washington County Jail

Phoenix House – (Outpatient and Residential Addiction Services) Keene, NH
07/01-07/03

CLINICIAN (Outpatient Services–Cheshire Academy Alternative Sentencing Program)
DUAL DIAGNOSIS CLINICIAN (Residential Services).

Provided individual counseling and case management for adults diagnosed with co-occurring disorders
- Worked 20 hours in the residential substance abuse recovery program and 20 hours in the outpatient

Cheshire Academy Alternative Sentencing Program
Facilitated psychotherapy and psycho-educational groups including Women in Recovery, Alcohol and Drug Education, Motivation, Relapse Prevention, Relationships, and Skills Group
- Performed client screening, interviews, substance abuse and mental health assessments
Completed paperwork including progress notes, client recommendations and evaluations for the courts
Supervised and implemented community service projects
Provided supervision for master's level counseling and dance movement therapy interns
Created and implemented individualized treatment plans and recommendations for aftercare.
Maintained a positive working relationship with community agencies
Participated in daily treatment team meetings and weekly group supervision
- Functioned as part of an interdisciplinary team
Maintained regular training for continued professional growth.

Riverbend Community Mental Health – (Community Support Program) Concord, NH
08/00-07/01

OUTPATIENT CLINICIAN.

Provided brief and long-term individual therapy to a diverse adult client population Many had co-occurring disorders, and all met the criteria for severe and persistent mental illness.
Facilitated substance abuse, psycho educational, acute stabilization, and mindfulness groups
- Conducted crisis assessments for hospitalization and crisis coverage for co-workers
Evaluated potential clients and determined eligibility based upon therapeutic needs and functional impairments
- Communicated and functioned as part of an interdisciplinary team to effectively treat each client's individual needs.
- Attended DBT training and served as a primary individual DBT therapist for several clients
- Maintained and organized client records in accordance with program policies

Phoenix House Keene, NH
9/99-5/00

COUNSELING INTERN

Provided individual counseling to a diverse adult client population most of them were participating in the Cheshire Academy Alternative Sentencing Program.
- Facilitated and Co-led psycho educational, substance abuse, and psychotherapy groups
- Provided case management for one client to assess and encourage progress within the Cheshire Academy court mandated program
- Administered and wrote substance abuse evaluations for clients and the courts which consisted of alcohol and drug screening, bio-psycho-social surveys, client intake assessments, and psychological testing.

Henry Heywood Hospital – (Mental Health Unit) Gardner, MA
9/98-5/99

COUNSELING INTERN.

- Provided brief individual counseling and support to a diverse adult inpatient client population
Facilitated and co-led psychotherapy, support, and dual diagnosis groups.
Conducted and wrote intake interviews, cognitive and psychological assessments, and emergency room evaluations to determine if a client required inpatient services
Assisted with case management, discharge treatment planning, and referrals
Presented client progress to the attending psychiatrist during daily rounds

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 5, 2019

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, to amend existing **sole source** agreements with the six (6) vendors listed in bold below, to implement and operationalize a statewide network of Doorways for substance use disorder treatment and recovery support services access, by increasing the total price limitation by $3,962,024 from $19,644,633 to $23,606,657, with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

These agreements were originally approved by the Governor and Executive Council on October 31, 2018 (Item #17A), Mary Hitchcock Memorial Hospital amended on November 14, 2018 (Item #11), Androscoggin Valley Hospital, Inc and Concord Hospital Inc. amended on August 28, 2019 (Item #10).

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	177220-B002	59 Page Hill Rd. Berlin, NH 03570	$1,670,051	$0	$1,670,051
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$2,272,793	$0	$2,272,793
Granite Pathways	**228900-B001**	**10 Ferry St, Ste. 308, Concord, NH, 03301**	**$5,008,703**	**$1,887,176**	**$6,895,879**
Littleton Regional Hospital	**177162-B011**	**600 St. Johnsbury Road, Littleton, NH 03561**	**$1,572,101**	**$141,704**	**$1,713,805**
LRGHealthcare	**177161-B006**	**80 Highland St. Laconia, NH 003246**	**$1,593,000**	**$394,673**	**$1,987,673**
Mary Hitchcock Memorial Hospital	**177160-B001**	**One Medical Center Drive Lebanon, NH 03756**	**$4,043,958**	**$305,356**	**$4,349,314**
The Cheshire Medical Center	**155405-B001**	**580 Court St. Keene, NH 03431**	**$1,593,611**	**$354,079**	**$1,947,690**

Wentworth-Douglass Hospital	**177187-B001**	**789 Central Ave. Dover, NH 03820**	**$1,890,416**	**$879,036**	**$2,769,452**
		Total	**$19,644,633**	**$3,962,024**	**$23,606,657**

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	$9,325,277	$0	$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	$9,987,356	$3,962,024	$14,880,912
2021	102-500731	Contracts for Prog Svc	92057040	$0	$0	$0
			Sub-Total	***$19,312,633***	***$3,962,024***	***$23,274,657***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	$332,000	$0	$332,000
2020	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
2021	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
			Sub-Total	***$332,000***	***$0***	***$332,000***
			Grand Total	**$19,644,633**	**$3,962,024**	**$23,606,657**

EXPLANATION

This request is **sole source** because upon the initial award of State Opioid Response (SOR) funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the Department restructured the State'sservice delivery system to provide individuals a more streamlined process to access substance use disorder (SUD) and Opioid Use Disorder (OUD) services. The vendors above were identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the restructured system.

The purpose of this request is to add funding for: Naloxone kits to distribute to individuals and community partners; additional flexible funds to address barriers to care such as transportation and childcare; and respite shelter vouchers to assist in accessing short-term, temporary housing. This action will align evidence-based methods to expand treatment, recovery, and prevention services to individuals

with OUD in NH. During the first six (6) months of implementation, the Department identified these factors as inhibitors to the long-term success of the program. The outcomes from this amendment align with the original contract to connect individuals with needed services to lower the deaths from OUD in NH and increase the use of Medication Assisted Treatment.

Approximately 9,700 individuals are expected to be served from August 1, 2019 through June 30, 2020. During the first six (6) months of service, the vendors completed 1,571 clinical evaluations, conducted 2,219 treatment referrals, and served 3,239 individuals.

This request represents six (6) of the eight (8) amendments being brought forward for Governor and Executive Council approval. The Governor and Executive Council approved two (2) of the amendments on August 28, 2019 (Item #10).

These contracts will allow the Doorways to continue to ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for SUD, in order to ensure no one in NH has to travel more than sixty (60) minutes to access services. The Doorways increase and standardize services for individuals with OUD; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in NH; and promote engagement in the recovery process. Because no one will be turned away from the Doorway, individuals outside of OUD are also being seen and referred to the appropriate services.

The Department will monitor the effectiveness and the delivery of services required under this agreement using the following performance measures:

- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

Respectfully submitted,

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					
Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00		$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 848,918.00	$ -	$ 848,918.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,654,051.00**	**$ -**	**$ 1,654,051.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00		$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 1,325,131.00	$ -	$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 2,272,793.00**	**$ -**	**$ 2,272,793.00**
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00		$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00	$ 1,887,176.00	$ 4,215,435.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,708,703.00**	**$ 1,887,176.00**	**$ 6,595,879.00**
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00		$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00	$ 141,704.00	$ 882,805.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,556,101.00**	**$ 141,704.00**	**$ 1,697,805.00**
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00		$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00	$ 394,673.00	$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,000.00**	**$ 394,673.00**	**$ 1,987,673.00**

Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 1,774,205.00	$ -	$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	$ 2,269,753.00	$ 305,356.00	$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,043,958.00**	**$ 305,356.00**	**$ 4,349,314.00**
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00		$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00	$ 354,079.00	$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,611.00**	**$ 354,079.00**	**$ 1,947,690.00**
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00		$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00	$ 879,036.00	$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,890,416.00**	**$ 879,036.00**	**$ 2,769,452.00**

SUB TOTAL			**$ 19,312,633.00**	**$ 3,962,024.00**	**$ 23,274,657.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

100% Federal Funds

Activity Code: 92052561

Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 16,000.00**	**$ -**	**$ 16,000.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**

Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 300,000.00		$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 300,000.00	$ -	$ 300,000.00
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 16,000.00	$ -	$ 16,000.00
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
SUB TOTAL			$ 332,000.00	$ -	$ 332,000.00

TOTAL	$ 19,644,633.00	$ 3,962,024.00	$ 23,606,657.00

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Cheshire Medical Center (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 580 Court Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,947,690.

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/14/19
Date

Name: Katja S. Fox
Title: Director

The Cheshire Medical Center

8/8/19
Date

Name:
Title:

Acknowledgement of Contractor's signature:

State of _____, County of_____ on _____, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

_____
Signature of Notary Public or Justice of the Peace

_____
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

Date

Name: Katja S. Fox
Title: Director

The Cheshire Medical Center

8/8/19
Date

Name:
Title:

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on August 8, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public ~~or Justice of the Peace~~

ANN M. GAGNON

Name and Title of Notary ~~or Justice of the Peace~~

My Commission Expires: October 1, 2019

ANN M. GAGNON
Notary Public - New Hampshire
My Commission Expires October 1, 2019

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/5/19
Date

Name: CATHERINE PINOS
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

September 5, 2019

To Whom it May Concern:

On August 8, 2019, Mr. Shawn LaFrance presented the "State of New Hampshire Department of Health and Human Services Amendment #1 to the Access and Delivery Hub for Opioid Use Disorder Services" document to me. He requested that Don Caruso, MD, CEO/President of Cheshire Medical Center, sign the appropriate pages of the document. On that date I reviewed the document with Dr. Caruso and witnessed his signing of the appropriate pages. As a result, the notary page submitted on September 4, 2019 is dated August 8, 2019 as it is the actual date I witnessed the document being signed.

Ann M. Gagnon

ANN M. GAGNON
Notary Public - New Hampshire
My Commission Expires October 1, 2019

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Keene Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.8.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

3.1.8.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.8.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.7. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

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.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

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

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Keene Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.
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.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $99,000 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $66,872 for State Fiscal Year 2020.
   5.3. Housing Voucher funds in the amount of $185,712 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments 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 budget line item.
   9.2. 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.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. 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.

9.5. 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.

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed toMelissa.Girard@dhhs.nh.gov.

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

10. 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 approval of the Governor and Executive Council.

11. 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.

Exhibit B-3 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor: Cheshire Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

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	$ 461,200.00	$ 46,120.00	$ 507,320.00	$ -	$ -	$ -	$ 461,200.00	$ 46,120.00	$ 507,320.00
2. Employee Benefits	$ 12,408.00	$ 1,240.80	$ 13,648.80	$ -	$ -	$ -	$ 12,408.00	$ 1,240.80	$ 13,648.80
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 2,775.00	$ 222.80	$ 2,450.80	$ -	$ -	$ -	$ 2,775.00	$ 222.80	$ 2,450.80
6. Travel	$ 1,635.00	$ 163.50	$ 1,798.50	$ -	$ -	$ -	$ 1,635.00	$ 163.50	$ 1,798.50
7. Occupancy	$ 38,100.00	$ 3,810.00	$ 41,910.00	$ -	$ -	$ -	$ 38,100.00	$ 3,810.00	$ 41,910.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 3,500.00	$ 350.00	$ 3,850.00	$ -	$ -	$ -	$ 3,500.00	$ 350.00	$ 3,850.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Utilities	$ 7,000.00	$ 700.00	$ 7,000.00				$ 7,000.00	$ 700.00	$ 7,700.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications	$ 15,000.00	$ 1,600.00	$ 16,600.00	$ -	$ -	$ -	$ 15,000.00	$ 1,600.00	$ 16,600.00
11. Staff Education and Training	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
12. Subcontracts/Agreements									
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Naloxone	$ 90,000.00	$ 9,000.00	$ 99,000.00	$ -	$ -	$ -	$ 90,000.00	$ 9,000.00	$ 99,000.00
Flex Funds	$ 80,800.00	$ 8,072.10	$ 88,872.10	$ -	$ -	$ -	$ 80,800.00	$ 8,072.10	$ 88,872.10
Shelter Reentry Funds	$ 183,712.00		$ 183,712.00				$ 183,712.00		$ 183,712.00
Printing	$ 1,300.00	$ 130.00	$ 1,430.00	$ -	$ -	$ -	$ 1,300.00	$ 130.00	$ 1,430.00
TOTAL	$ 916,131.00	$ 76,309.00	$ 992,190.00	$ -	$ -	$ -	$ 916,131.00	$ 76,309.00	$ 992,190.00

Indirect As A Percent of Direct: 9.9%

Contractor Initials: [illegible]
Date: 3/13/19

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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
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 17, 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 **sole source** agreements with the eight (8) vendors listed below, in an amount not to exceed $16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton. NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

Funds are available in the following account(s) 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 the 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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704
SFY 2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783
SFY 2021	102-500731	Contracts for Prog Svc	92057040	$0
			Sub-Total	***$16,274,487***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92052561	$332,000
SFY 2020	102-500731	Contracts for Prog Svc	92052561	$0
SFY 2021	102-500731	Contracts for Prog Svc	92052561	$0
			Sub-Total	***$332,000***
			Grand Total	**$16,606,487**

EXPLANATION

This request is **sole source** because the Department is seeking to restructure its service delivery system in order for individuals to have more rapid access to opioid use disorder (OUD) services. The vendors above have been identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the service restructure.. Presently, the Department funds a separate contract with Granite Pathways through December 31, 2018 for Regional Access Points, which provide screening and referral services to individuals seeking help with substance use disorders. The Department is seeking to re-align this service into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. The establishment of nine (9) Regional Hubs (hereafter referred to as Hubs) is critical to the Department's plan.

The Hubs will ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders. The statewide telephone coverage will be accomplished

evaluations for substance use disorders. The statewide telephone coverage will be accomplished through a collaborative effort among all of the Hubs for overnight and weekend access to a clinician, which will be presented to the Governor and Executive Council at the November meeting. The Hubs will be situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors will be responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

In the cities of Manchester and Nashua, given the maturity of the Safe Stations programs as access points in those regions, Granite Pathways, the existing Regional Access Point contractor, was selected to operate the Hubs in those areas to ensure alignment with models consistent with ongoing Safe Station's operations. To maintain fidelity to existing Safe Stations operations, Granite Pathways will have extended hours of on-site coverage from 8am-11pm on weekdays and 11am-11pm on weekends.

The Hubs will receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers will also be able to directly contact their local Hub for services. The Hubs will refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

Funds for each Hub were determined based on a variety of factors, including historical client data from Medicaid claims and State-funded treatment services based on client address, naloxone administration and distribution data, and hospital admissions for overdose events. Funds in these agreements will be used to establish the necessary infrastructure for Statewide Hub access and to pay for naloxone purchase and distribution. The vendors will also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items 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.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services 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 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 Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

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			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 730,632.00
2020	Contracts for Prog Svs	102-500731	$ 813,156.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,788.00**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,611.00**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,890,416.00**

SUB TOTAL			**$ 16,274,487.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT			
100% Federal Funds			
Activity Code: 92052561			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**

Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ 300,000.00
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ 16,000.00
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
SUB TOTAL			$ 332,000.00

TOTAL	$ 16,606,487.00

FORM NUMBER P-37 (version 5/8/15)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-02)

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 The Cheshire Medical Center		1.4 Contractor Address 580 COURT STREET, KEENE, NH, 03431	
1.5 Contractor Phone Number (603) 354-5400	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,593,611
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Kathryn Wellbaum		1.12 Name and Title of Contractor Signatory VP Finance	

1.13 Acknowledgement: State of ~~New Hampshire~~ County of Cheshire

On October 16, 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]

1.13.2 Name and Title of Notary ~~or Justice of the Peace~~

ANN M. GAGNON

ANN M. GAGNON
Notary Public - New Hampshire
My Commission Expires October 1, 2019

1.14 State Agency Signature Date: 10/19/18	1.15 Name and Title of State Agency Signatory Katja 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:	On: 10/19/18
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 KW
Date 10/16/18

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 KW
Date 10/10/18

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 KW
Date 10/15/18

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, 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.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Keene Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. ..

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.5.1. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Keene Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.
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.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.
6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.
7. The Contractor shall not use funds to pay for bricks and mortar expenses.
8. The Contractor shall include in their budget, at their discretion the following:
   - 8.1. Funds to meet staffing requirements of the contract
   - 8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   - 8.3. Funds to meet the GPRA and reporting requirements of the contract
   - 8.4. Funds to meet staff training requirements of the contract
9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
10. Payment for said services shall be made monthly as follows:
    - 10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.
    - 10.2. Payment beyond start-up costs 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.
    - 10.3. 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. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

10.4. 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.

10.5. 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.

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

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

10.8. 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 approval of the Governor and Executive Council.

11. 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.

New Hampshire Department of Health and Human Services

Contractor Name: Crestwood Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 19 (Date Approved - 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	$ 99,300.00	$ 98,138.00	$ 197,300.00	$ -	$ -	$ -	$ 99,300.00	$ 98,138.00	$ 197,300.00
2. Employee Benefits	$ 12,400.00	$ 1,245.00	$ 13,645.00	$ -	$ -	$ -	$ 12,400.00	$ 1,245.00	$ 13,645.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical Surgical Supplies	$ 42,700.00	$ 4,111.20	$ 46,891.20	$ -	$ -	$ -	$ 42,700.00	$ 4,111.20	$ 46,891.20
Office	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
6. Travel	$ 1,623.00	$ 162.30	$ 1,785.30	$ -	$ -	$ -	$ 1,623.00	$ 162.30	$ 1,785.30
7. Occupancy	$ 98,100.00	$ 9,810.00	$ 107,910.00	$ -	$ -	$ -	$ 98,100.00	$ 9,810.00	$ 107,910.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 3,500.00	$ 350.00	$ 3,850.00	$ -	$ -	$ -	$ 3,500.00	$ 350.00	$ 3,850.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Board Expenses	$ 7,000.00	$ 700.00	$ 7,700.00				$ 7,000.00	$ 700.00	$ 7,700.00
9. Software	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
11. Staff Education and Training	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
12. Subcontracts/Agreements									
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Printing	$ 43,000.00	$ 4,300.00	$ 47,300.00	$ -	$ -	$ -	$ 43,000.00	$ 4,300.00	$ 47,300.00
Flex Funds	$ 81,810.00	$ 8,178.20	$ 89,988.20	$ -	$ -	$ -	$ 81,810.00	$ 8,178.20	$ 89,988.20
Postage	$ 1,300.00	$ 130.00	$ 1,430.00	$ -	$ -	$ -	$ 1,300.00	$ 130.00	$ 1,430.00
TOTAL	$ 745,831.00	$ 74,462.00	$ 820,293.00	$ -	$ -	$ -	$ 745,831.00	$ 74,462.00	$ 820,293.00

Indirect As A Percent of Direct: 10.0%

Contractor Initials: KW
Date: 10/10/18

New Hampshire Department of Health and Human Services

Contractor: Dhartmouth Medical Center

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (previously submitted)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	$ 651,200.00	$ 65,120.00	$ 507,320.00	$ -	$ -	$ -	$ 651,200.00	$ 65,120.00	$ 507,320.00
2. Employee Benefits	$ 12,600.00	$ 1,249.00	$ 13,849.00	$ -	$ -	$ -	$ 12,600.00	$ 1,249.00	$ 13,849.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 2,328.00	$ 222.00	$ 2,450.00	$ -	$ -	$ -	$ 2,328.00	$ 222.00	$ 2,450.00
6. Travel	$ 1,843.00	$ 183.50	$ 1,798.50	$ -	$ -	$ -	$ 1,843.00	$ 183.50	$ 1,798.50
7. Occupancy	$ 38,100.00	$ 3,810.00	$ 41,910.00	$ -	$ -	$ -	$ 38,100.00	$ 3,810.00	$ 41,910.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 3,500.00	$ 350.00	$ 3,850.00	$ -	$ -	$ -	$ 3,500.00	$ 350.00	$ 3,850.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Licenses	$ 7,000.00	$ 700.00	$ 7,700.00				$ 7,000.00	$ 700.00	$ 7,700.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications	$ 15,000.00	$ 1,500.00	$ 16,500.00	$ -	$ -	$ -	$ 15,000.00	$ 1,500.00	$ 16,500.00
11. Staff Education and Training	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
12. Subcontracts/Agreements									
13. Other (specify details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Advisors	$ 80,000.00	$ 8,000.00	$ 88,000.00	$ -	$ -	$ -	$ 80,000.00	$ 8,000.00	$ 88,000.00
Site Funds	$ 80,800.00	$ 8,072.10	$ 88,872.10	$ -	$ -	$ -	$ 80,800.00	$ 8,072.10	$ 88,872.10
Printing	$ 1,300.00	$ 130.00	$ 1,430.00	$ -	$ -	$ -	$ 1,300.00	$ 130.00	$ 1,430.00
TOTAL	$ 703,169.00	$ 70,369.00	$ 773,478.60	$ -	$ -	$ -	$ 703,169.00	$ 70,369.00	$ 773,478.60

Indirect As A Percent of Direct 10.0%

Contractor Initials KLD
Date 10/16/18

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. Conditional Nature of Agreement.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

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 disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, 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, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right 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:

10/16/18
Date

Kathryn Willbarger
Name: Kathryn Willbarger
Title: VP Finance

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:

10/16/18
Date

Kaumm Willbarger
Name: Kaumm Willbarger
Title: VP Finance

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 (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (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:

10/16/18
Date

Kathryn Wuebarger
Name: Kathryn Wuebarger
Title: VP Finance

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:

10/10/18
Date

Kathryn Willbarger
Name: KATHRYN WILLBARGER
Title: VP FINANCE

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:

10/16/18
Date

Kawnam Willbarger
Name: Kawnam Willbarger
Title: VP Finance

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.

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:

10/16/18
Date

Name: Kathryn Wilbarger
Title: VP Finance

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: 073997023800000

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: _____

A. Definitions

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

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

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

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

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

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

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

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

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

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

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

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Access and Delivery Hub for Opioid Use Disorder Services

This 2nd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Wentworth-Douglas Hospital (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 789 Central Ave, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 20, 2018 (Item #17A), as amended on September 18, 2019 (Item #20), (the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by $384,575, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-3 Amendment #2 Budget, with no change to the contract price limitation.
2. Add Exhibit B-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6-8-2020
Date

Name: Christine Tappan
Title: Associate Commissioner

Wentworth-Douglas Hospital

6/31/2020
Date

Name: Gregory J. Walker
Title: President + CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/10/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name Wentworth-Douglass Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: 7/1/20-9/30/20

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	$ 139,527.00	$ 13,953.00	$ 153,480.00	$ -	$ -	$ -	$ 139,527.00	$ 13,953.00	$ 153,480.00
2. Employee Benefits	$ 33,487.00	$ 3,348.00	$ 36,835.00	$ -	$ -	$ -	$ 33,487.00	$ 3,348.00	$ 36,835.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Purchase/Depreciation	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Office	$ 2,000.00	$ 200.00	$ 2,200.00	$ -	$ -	$ -	$ 2,000.00	$ 200.00	$ 2,200.00
6. Travel	$ 1,300.00	$ 130.00	$ 1,430.00	$ -	$ -	$ -	$ 1,300.00	$ 130.00	$ 1,430.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
11. Staff Education and Training	$ 300.00	$ 30.00	$ 330.00	$ -	$ -	$ -	$ 300.00	$ 30.00	$ 330.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Naloxone	$ 145,500.00	$ 14,550.00	$ 160,050.00	$ -	$ -	$ -	$ 145,500.00	$ 14,550.00	$ 160,050.00
Flex Funds	$ 22,000.00	$ 2,200.00	$ 24,200.00	$ -	$ -	$ -	$ 22,000.00	$ 2,200.00	$ 24,200.00
Respite/Shelter Funds	$ 5,000.00	$ 500.00	$ 5,500.00	$ -	$ -	$ -	$ 5,000.00	$ 500.00	$ 5,500.00
TOTAL	$ 349,614.00	$ 34,961.00	$ 384,575.00	$ -	$ -	$ -	$ 349,614.00	$ 34,961.00	$ 384,575.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials_____

Date_____

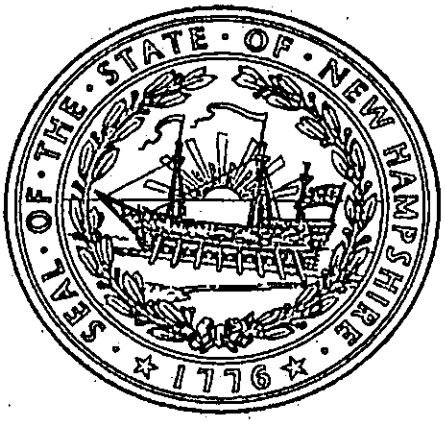
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WENTWORTH-DOUGLASS HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 09, 1905. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **68727**

Certificate Number: **0004925098**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of June A.D. 2020.

William M. Gardner
Secretary of State

CERTIRCATE OF AUTHORITY

I, Carol Bailey, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Wentworth-Douglass Hospital.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 1, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Gregory J. Walker

is duly authorized on behalf of Wentworth-Douglass Hospital to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 6/5/2020

Carol A Bailey

Signature of Elected Officer
Name: Carol Bailey
Title: Board Chairman

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2020

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

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

PRODUCER Willis Towers Watson Northeast, Inc. fka Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Wentworth-Douglass Hospital 789 Central Avenue Dover, NH 03820	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Safety National Casualty Corporation — 15105 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W15144084 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Employers Liability			AGC4062094	01/01/2020	01/01/2021	Per Occurrence	$1,000,000
	Employers Liability						Aggregate	$1,000,000
	Self Insured Retention						Per Occurrence	$650,000

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

CERTIFICATE HOLDER

NH Department of Health and Human Services
40 Terrell Park Dr
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

SR ID: 19069491 BATCH: 1511936

CONTROLLED RISK INSURANCE COMPANY OF VERMONT INC. (A Risk Retention Group)
Burlington, Vermont

Evidence of Insurance

STATE OF NEW HAMPSHIRE
DHHS, 129 PLEASANT STREET
CONCORD, NH 03301

Named Insured: THE MASSACHUSETTS GENERAL HOSPITAL **Date:** 11/20/2019

Coverage	Limits of Liability	
General Liability:	$5,000,000.00	each "Claim"
Policy Number:	MGH-CRICO-C-GLPL-1606-2020	
Policy Period:	01/01/2020 to 12/31/2020	

Special Provisions:
The insured named above is insured under the policy referenced out of Wentworth-Douglass Hospital's participation in a State Opioid Response Grant with the State of New Hampshire DHHS, 129 Pleasant Street, Concord, NH 03301. Coverage is subject to all the terms, conditions and exclusions of the CRICO policy.

Should the above described policy be canceled before the expiration date thereof, the "Company" will endeavor to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the "Company" or the Risk Management Foundation.

This Evidence of Insurance does not extend any rights to persons or entities who are not "Insured's" under the policy and neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy. It is furnished as a matter of information only, and is issued with the understanding that the rights and liabilities of the parties will be governed by the original policy.

NOTICE

"The policy pursuant to which this Evidence of Insurance is provided is issued by the "Insured's" risk retention group. The "Insured's" risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency funds are not available for the "Insured's" risk retention group."

Terms appearing in quotation marks in the Evidence of Insurance shall have the same meaning as the definition of that

Controlled Risk Insurance Company of Vermont, Inc.
(A Risk Retention Group)

Duly Authorized Representative

Rev.10/01/2019

WENTWORTH-DOUGLASS HOSPITAL
MASSACHUSETTS GENERAL HOSPITAL SUBSIDIARY

Wentworth-Douglass Hospital
Mission Statement

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

Amended	Ratified
May 4, 1998	April 5, 2003
February 7, 2000	April 5, 2004
May 6, 2002	April 8, 2006
April 2, 2005	April 2, 2007
April 4, 2011	April 7, 2008
January 9, 2017	February 2, 2009
	April 5, 2010
	February 6, 2012
	February 4, 2013
	April 7, 2014
	April 6, 2015
	April 4, 2016
	August 6, 2018
	August 5, 2019

Wentworth-Douglass Hospital
Vision Statement

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

Amended	Ratified
April 5, 1999	April 5, 2004
June 3, 2002	April 2, 2007
September 12, 2005	April 7, 2008
April 5, 2010	February 2, 2009
February 6, 2012	April 4, 2011
October 6, 2012	February 4, 2013
April 6, 2015	April 7, 2014
January 9, 2017	April 4, 2016
	August 6, 2018
	August 5, 2019

Partners HealthCare System, Inc. and Affiliates
Consolidated Balance Sheets
September 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Assets		
Current assets		
Cash and equivalents	$ 283,807	$ 398,413
Investments	2,791,502	1,942,117
Current portion of investments limited as to use	2,235,171	1,465,354
Patient accounts receivable, net	1,129,594	1,078,086
Research grants receivable	136,557	154,449
Other current assets	556,954	517,812
Receivable for settlements with third-party payers	116,791	115,561
Total current assets	7,250,376	5,671,792
Investments limited as to use, less current portion	4,498,716	3,716,162
Long-term investments	1,997,617	1,628,972
Net pledges and contributions receivable, less current portion	284,924	246,951
Property and equipment, net	6,557,206	6,401,710
Other assets	643,534	637,944
Total assets	$ 21,232,373	$ 18,303,531
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term obligations	$ 455,165	$ 459,390
Accounts payable and accrued expenses	790,820	696,890
Accrued medical claims and related expenses	57,550	64,398
Accrued employee compensation and benefits	932,870	854,375
Accrual for settlements with third-party payers	75,287	68,711
Unexpended funds on research grants	262,017	284,178
Total current liabilities	2,573,709	2,427,942
Accrued professional liability	542,136	512,516
Accrued employee benefits	2,410,974	958,275
Interest rate swaps liability	510,579	254,295
Accrued other	187,060	231,954
Long-term obligations, less current portion	5,260,196	4,945,968
Total liabilities	11,484,654	9,330,950
Commitments and contingencies		
Net assets		
Unrestricted	7,358,335	7,073,335
Donor restricted	2,389,384	1,899,246
Total net assets	9,747,719	8,972,581
Total liabilities and net assets	$ 21,232,373	$ 18,303,531

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

Partners HealthCare System, Inc. and Affiliates
Consolidated Statements of Operations
Years Ended September 30, 2019 and 2018

(in thousands of dollars)	2019	2018
Operating revenues		
Net patient service revenue	$ 10,145,150	$ 9,239,118
Premium revenue	791,356	1,420,489
Direct academic and research revenue	1,594,085	1,485,467
Indirect academic and research revenue	463,247	420,559
Other revenue	957,499	741,636
Total operating revenues	13,951,337	13,307,269
Operating expenses		
Employee compensation and benefit expenses	7,110,009	6,635,581
Supplies and other expenses	3,339,331	3,027,832
Medical claims and related expenses	556,110	993,870
Direct academic and research expenses	1,594,085	1,485,467
Depreciation and amortization expenses	686,374	674,030
Interest expense	180,922	180,590
Total operating expenses	13,466,831	12,997,370
Income from operations	484,506	309,899
Nonoperating gains (expenses)		
Income from investments	182,829	198,118
Change in fair value of interest rate swaps	(271,527)	131,182
Other nonoperating income (expenses)	(123,911)	(61,321)
Academic and research gifts, net of expenses	214,267	91,415
Contribution income - affiliates	-	157,312
Total nonoperating gains, net	1,658	516,706
Excess of revenues over expenses	486,164	826,605
Other changes in net assets		
Change in net unrealized appreciation on marketable investments	-	(90,243)
Funds utilized for property and equipment	111,641	39,052
Change in funded status of defined benefit plans	(1,415,364)	399,318
Other changes in net assets	2,478	9,433
Cumulative effect of accounting change	1,100,081	-
Increase in unrestricted net assets	$ 285,000	$ 1,184,165

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

Partners HealthCare System, Inc. and Affiliates
Consolidated Statements of Changes in Net Assets
Years Ended September 30, 2019 and 2018

(in thousands of dollars)	Unrestricted	Donor Restricted	Total
Net assets at September 30, 2017	$ 5,889,170	$ 1,574,939	$ 7,464,109
Increases (decreases)			
Income from operations	309,899	-	309,899
Income from investments	198,118	35,691	233,809
Change in fair value of interest rate swaps	131,182	-	131,182
Other nonoperating income (expenses)	(61,321)	143,387	82,066
Academic and research gifts, net of expenses	91,415	-	91,415
Contribution income - affiliates	157,312	166,281	323,593
Change in net unrealized appreciation on marketable investments	(90,243)	8,449	(81,794)
Funds utilized for property and equipment	39,052	(18,598)	20,454
Change in funded status of defined benefit plans	399,318	-	399,318
Other changes in net assets	9,433	(10,903)	(1,470)
Change in net assets	1,184,165	324,307	1,508,472
Net assets at September 30, 2018	7,073,335	1,899,246	8,972,581
Increases (decreases)			
Income from operations	484,506	-	484,506
Income (loss) from investments	182,829	(5,536)	177,293
Change in fair value of interest rate swaps	(271,527)	-	(271,527)
Other nonoperating income (expenses)	(123,911)	379,892	255,981
Academic and research gifts, net of expenses	214,267	-	214,267
Funds utilized for property and equipment	111,641	(83,281)	28,360
Change in funded status of defined benefit plans	(1,415,364)	-	(1,415,364)
Other changes in net assets	2,478	1,880	4,358
Cumulative effect of accounting change	1,100,081	197,183	1,297,264
Change in net assets	285,000	490,138	775,138
Net assets at September 30, 2019	$ 7,358,335	$ 2,389,384	$ 9,747,719

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

Partners HealthCare System, Inc. and Affiliates
Supplementary Consolidating Balance Sheets
September 30, 2019
(In Thousands)

	BH	MGH	NSMC	NWHCS	MEEI	PCC	PCPO	ABWays Health	PHS	PUC	PAC	ELIMS	PHS CONSOLIDATED	INVESTMENT ELIMS	PHS CONSOLIDATED WITH INVESTMENT ELIMS
ASSETS															
Current assets															
Cash and equivalents	(16,968)	139,206	37,839	11,984	68,453	39,624	(21,113)	55,093	(49,004)	695	-	-	283,807	-	283,807
Investments	650,392	1,803,083	(1,284)	146,600	(16,094)	(1,195)	43,727	-	537,887	(1,803)	(64,184)	(105,408)	2,791,502	-	2,791,502
Current portion of investments limited as to use	387,813	779,508	54,139	46,667	23,195	37,594	33,729	-	701,133	1,803	64,184	105,408	2,235,171	-	2,235,171
Patient accounts receivable, net	404,003	547,463	57,607	55,371	23,889	55,534	5,145	-	(15,517)	1,464	-	(5,468)	1,129,594	-	1,129,594
Due from affiliates	476	-	-	-	-	-	-	-	216,753	-	-	(217,229)	-	-	-
Research grants receivable	55,672	72,066	-	-	6,283	914	-	-	(400)	-	-	-	136,557	-	136,557
Other current assets	147,645	204,110	10,253	15,530	15,231	10,422	3,493	145,160	65,920	24	-	(60,834)	556,954	-	556,954
Receivable for settlements with third-party payers	17,463	30,252	8,036	2,203	589	697	300	-	57,271	-	-	-	116,791	-	116,791
Current portion of notes receivable from affiliates	-	28	-	-	-	-	-	-	299,322	-	-	(299,348)	-	-	-
Total current assets	1,646,496	3,575,714	166,590	278,355	141,525	143,589	65,284	200,253	1,813,165	2,183	-	(582,879)	7,250,376	-	7,250,376
Investments limited as to use, less current portion	1,117,137	2,713,509	48,349	33,484	114,925	37,230	723	155,637	277,722	-	-	-	4,498,716	-	4,498,716
Long-term investments	278,706	1,429,957	44,295	79,139	158,595	5,852	-	-	1,271	-	-	-	1,997,817	-	1,997,817
Net pledges and contributions receivable, less current portion	84,260	176,715	1,325	2,506	10,439	9,819	-	-	-	-	-	-	284,924	-	284,924
Interest in the net assets of affiliate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Property and equipment, net	1,938,545	2,851,204	363,120	243,085	183,878	290,240	8,140	2,121	668,843	7,809	241	-	6,557,206	-	6,557,206
Other assets	323,877	236,296	28,256	25,939	16,462	58	2,883	-	9,658	-	-	-	643,534	-	643,534
Notes receivable from affiliates, less current portion	-	157	-	-	-	-	-	-	3,578,650	-	-	(3,578,807)	-	-	-
Total assets	5,389,123	10,783,552	651,935	662,548	625,925	496,388	77,035	358,011	6,349,309	9,992	241	(4,161,686)	21,232,373	-	21,232,373
LIABILITIES AND NET ASSETS															
Current liabilities															
Current portion of long-term obligations	-	4	-	-	3,909	175	-	-	451,077	-	-	-	455,165	-	455,165
Current portion of notes payable to affiliates	110,352	109,558	55,929	14,306	8,666	2,537	-	-	-	-	-	(299,348)	-	-	-
Accounts payable and accrued expenses	78,845	147,820	12,503	14,338	13,280	9,630	23,336	65,825	491,153	670	-	(54,390)	790,820	-	790,820
Accrued medical claims and related expenses	-	-	-	-	-	-	-	63,018	-	-	-	(5,468)	57,550	-	57,550
Accrued employee compensation and benefits	274,031	402,273	42,388	33,584	19,551	33,858	7,753	8,780	112,233	339	-	-	932,870	-	932,870
Accrual for settlements with third-party payers	6,819	36,062	2,393	4,030	6,012	585	-	-	25,347	-	-	(5,961)	75,287	-	75,287
Unexpended funds on research grants	165,423	86,430	(54)	57	8,818	1,529	-	-	44	-	-	-	262,017	-	262,017
Due to affiliates	58,419	99,048	5,435	14,427	15,803	5,387	17,810	1,844	-	410	241	(217,727)	-	-	-
Total current liabilities	691,889	879,993	118,564	80,722	73,839	53,801	48,699	137,567	1,080,854	1,419	241	(582,879)	2,573,709	-	2,573,709
Other liabilities															
Accrued professional liability	224,072	244,042	30,030	30,565	13,424	-	-	-	-	-	-	-	542,136	-	542,136
Accrued employee benefits	146,537	308,873	13,615	11,727	6,970	3,205	723	393	1,918,831	-	-	-	2,410,974	-	2,410,974
Interest rate swaps liability	-	-	-	-	-	-	-	-	510,579	-	-	-	510,579	-	510,579
Accrued other	10,937	50,119	5,103	5,427	5,209	893	-	-	109,372	-	-	-	187,060	-	187,060
Long-term obligations, less current portion	-	(765)	-	-	419	1,738	-	-	5,258,824	-	-	-	5,260,196	-	5,260,196
Notes payable to affiliates, less current portion	1,314,372	1,195,390	695,584	130,559	132,888	29,904	-	-	-	-	-	(3,578,807)	-	-	-
Total liabilities	2,487,907	2,677,632	862,906	259,003	232,849	89,541	49,422	137,960	8,887,460	1,419	241	(4,161,686)	11,484,654	-	11,484,654
Net assets															
Unrestricted	2,529,976	8,430,072	(255,469)	321,024	219,137	376,780	27,613	220,051	(2,519,422)	8,573	-	-	7,358,335	-	7,358,335
Donor restricted	391,240	1,675,848	44,498	82,521	173,939	20,067	-	-	1,271	-	-	-	2,389,384	-	2,389,384
Total net assets	2,921,216	8,105,920	(210,971)	403,545	393,076	396,847	27,613	220,051	(2,518,151)	8,573	-	-	9,747,719	-	9,747,719
Total liabilities and net assets	5,389,123	10,783,552	651,935	662,548	625,925	486,388	77,035	358,011	6,349,309	9,992	241	(4,161,686)	21,232,373	-	21,232,373

Note: Certain amounts have been rounded to the nearest thousand.

Partners HealthCare System, Inc. and Affiliates
Consolidating Balance Sheets
September 30, 2019
(In Thousands)

	GH	WDH	CDH	MVH	NKT	McLean	CD VNA	MGPO	CD Practices	NPO	WDPC
ASSETS											
Current assets:											
Cash and equivalents	6,470	18,022	742	19,555	1,937	12,625	1,258	30,695	1,422	6	11,561
Investments	200	145,789	-	20,585	-	-	3,405	446,356	-	-	-
Current portion of investments limited as to use	84,857	35,629	74	8,558	-	1,371	-	62,612	-	-	-
Patient accounts receivable, net	371,359	38,373	20,727	7,361	5,096	16,249	1,701	78,768	1,332	87	6,410
Due from affiliates	-	28,588	-	-	2,667	-	-	12,168	998	-	-
Research grants receivable	68,211	260	117	-	-	3,088	-	-	-	-	-
Other current assets	109,316	6,783	3,592	2,287	10,548	8,574	173	27,463	947	-	7,805
Receivable for settlements with third-party payers	23,096	(4,311)	-	-	32	556	-	10,879	-	-	-
Current portion of notes receivable from affiliates	-	-	-	-	-	-	-	-	-	-	-
Total current assets	663,509	267,133	25,252	58,348	20,280	42,763	6,537	668,941	4,699	93	25,776
Investments limited as to use, less current portion	222,196	12,711	5,155	34,301	2,457	1,730	1,372	40,907	231	-	429
Long-term investments	10,048	1,411	-	13,013	30,219	311	-	-	-	-	-
Net pledges and contributions receivable, less current portion	33,322	922	-	-	15,822	36,092	-	-	-	-	-
Interest in the net assets of affiliate	1,295,265	-	8,452	-	-	156,990	-	-	-	-	-
Property and equipment, net	1,865,860	249,959	80,352	58,868	97,981	79,861	105	168,940	392	-	21,700
Other assets	113,815	14,567	9,069	4,928	2,183	4,053	-	83,981	-	95	-
Notes receivable from affiliates, less current portion	-	-	-	-	-	-	-	-	-	-	-
Total assets	4,204,015	546,703	137,280	169,456	168,922	321,800	8,014	962,769	5,322	188	47,905
LIABILITIES AND NET ASSETS											
Current liabilities:											
Current portion of long-term obligations	-	4	-	-	-	-	-	-	-	-	-
Current portion of notes payable to affiliates	56,912	2,402	4,657	-	77	11,013	-	1,742	-	-	-
Accounts payable and accrued expenses	57,398	3,934	5,310	1,629	2,792	4,440	840	19,247	1,032	(3)	337
Accrued medical claims and related expenses	-	-	-	-	-	-	-	-	-	-	-
Accrued employee compensation and benefits	213,030	27,040	9,415	4,040	3,053	13,727	589	115,707	3,983	96	7,929
Accrual for settlements with third-party payers	2,433	7,867	6,813	16,383	-	876	-	1,690	-	-	-
Unexpended funds on research grants	84,857	-	74	-	-	1,371	-	(1)	-	-	-
Due to affiliates	50,102	-	4,314	5,922	-	1,392	195	-	-	5,664	48,029
Total current liabilities	466,732	41,247	30,583	27,974	5,922	32,819	1,624	138,385	5,015	5,757	56,295
Other liabilities											
Accrued professional liability	121,048	4,395	10,036	5,853	2,267	4,481	-	95,962	-	-	-
Accrued employee benefits	250,438	8,355	5,319	4,024	7	1,310	-	38,760	231	-	429
Interest rate swaps liability	-	-	-	-	-	-	-	-	-	-	-
Accrued other	35,602	9,286	487	792	-	455	-	110	-	-	333
Long-term obligations, less current portion	-	-	-	-	-	-	-	-	-	-	-
Notes payable to affiliates, less current portion	628,433	99,200	38,595	-	2,050	75,647	-	41,387	-	-	-
Total liabilities	1,502,253	162,483	85,020	38,643	10,246	114,712	1,624	314,604	5,246	5,757	57,057
Net assets											
Unrestricted	1,330,270	382,151	43,808	117,801	103,691	62,662	6,390	648,165	76	(5,569)	(9,152)
Donor restricted	1,371,492	2,069	8,452	13,012	54,985	144,426	-	-	-	-	-
Total net assets	2,701,762	384,220	52,260	130,813	158,676	207,088	6,390	648,165	76	(5,569)	(9,152)
Total liabilities and net assets	4,204,015	546,703	137,280	169,456	168,922	321,800	8,014	962,769	5,322	188	47,905

Note: Certain amounts have been rounded to the nearest thousand.

Partners HealthCare System, Inc. and Affiliates
Consolidating Balance Sheets
September 30, 2019
(In Thousands)

cont.

	MGH	CDHHC	MHC	WDHF	IHP	HSC	ELIMS	TOTAL MGH
ASSETS								
Current assets:								
Cash and equivalents	12,348	4,559	-	2,066	15,837	101	-	139,204
Investments	952,380	(28,192)	20,398	631	27,805	3,706	-	1,603,063
Current portion of investments limited as to use	555,359	-	19,939	-	11,109	-	-	779,508
Patient accounts receivable, net	-	-	-	-	-	-	-	547,463
Due from affiliates	-	-	1,264	-	-	-	(43,685)	-
Research grants receivable	-	-	-	-	412	-	-	72,088
Other current assets	23,618	353	-	46	2,305	-	-	204,110
Receivable for settlements with third-party payers	-	-	-	-	-	-	-	30,252
Current portion of notes receivable from affiliates	103	-	-	-	-	-	(77)	26
Total current assets	1,553,808	(23,280)	41,601	2,743	57,468	3,807	(43,762)	3,375,714
Investments limited as to use, less current portion	2,283,403	44,304	72,424	7,154	4,735	-	-	2,713,509
Long-term investments	1,359,123	6,571	1,529	1,626	5,906	-	-	1,429,957
Net pledges and contributions receivable, less current portion	88,962	1,529	-	63	3	-	-	178,715
Interest in the net assets of affiliate	-	-	-	-	30,869	-	(1,491,576)	-
Property and equipment, net	191,732	-	-	3	26,471	-	-	2,851,204
Other assets	1,000	-	-	-	141	2,464	-	236,296
Notes receivable from affiliates, less current portion	2,207	-	-	-	-	-	(2,050)	157
Total assets	5,480,235	29,124	115,554	11,789	125,593	6,271	(1,537,388)	10,783,552
LIABILITIES AND NET ASSETS								
Current liabilities:								
Current portion of long-term obligations	-	-	-	-	-	-	-	4
Current portion of notes payable to affiliates	29,689	-	-	-	1,143	-	(77)	109,558
Accounts payable and accrued expenses	35,203	4	4	3	15,450	-	-	147,620
Accrued medical claims and related expenses	-	-	-	-	-	-	-	-
Accrued employee compensation and benefits	1,979	19	-	7	1,659	-	-	402,273
Accrual for settlements with third-party payers	-	-	-	-	-	-	-	36,062
Unexpended funds on research grants	-	-	-	-	129	-	-	86,430
Due to affiliates	7,279	15,664	-	1,314	1,856	-	(43,685)	98,046
Total current liabilities	74,150	15,687	4	1,324	20,237	-	(43,762)	879,993
Other liabilities								
Accrued professional liability	-	-	-	-	-	-	-	244,042
Accrued employee benefits	-	-	-	-	-	-	-	308,873
Interest rate swaps liability	-	-	-	-	-	-	-	-
Accrued other	576	-	-	-	2,478	-	-	50,119
Long-term obligations, less current portion	(785)	-	-	-	-	-	-	(785)
Notes payable to affiliates, less current portion	300,261	-	-	-	11,867	-	(2,050)	1,195,390
Total liabilities	374,202	15,687	4	1,324	34,582	-	(45,812)	2,677,632
Net assets								
Unrestricted	3,614,932	4,985	114,021	8,125	67,272	6,271	(55,827)	6,430,072
Donor restricted	1,471,101	8,452	1,529	2,340	23,739	-	(1,425,749)	1,675,848
Total net assets	5,086,033	13,437	115,550	10,465	91,011	6,271	(1,491,576)	8,105,920
Total liabilities and net assets	5,460,235	29,124	115,554	11,789	125,593	6,271	(1,537,388)	10,783,552

Note: Certain amounts have been rounded to the nearest thousand.

Partners HealthCare System, Inc. and Affiliates
Supplementary Consolidating Statements of Operations
Year Ended September 30, 2019
(In Thousands)

	BH	MGH	NSMC	NWHCS	MEEI	PCC	PCPO	AllWays Health	PHS	PUC	PAC	ELIMS	PHS CONSOLIDATED	INVESTMENT ELIMS	PHS CONSOLIDATED WITH INVESTMENT ELIMS
Operating revenues															
Net patient service revenue	3,398,058	4,965,445	559,524	558,098	349,791	396,352	67,096	-	28,766	13,652	-	(201,832)	10,145,150	-	10,145,150
Premium revenue	-	-	-	-	-	-	-	793,699	-	-	-	(2,343)	791,356	-	791,356
Direct academic and research revenue	566,983	941,151	1,682	7,678	52,766	10,774	-	-	13,071	-	-	-	1,594,085	-	1,594,085
Indirect academic and research revenue	174,040	262,586	(18)	550	21,514	3,045	-	-	1,530	-	-	-	463,247	-	463,247
Other revenue	190,899	549,182	38,895	23,948	23,557	5,475	41,887	23,658	1,118,761	-	-	(1,058,810)	957,452	47	957,499
Total operating revenues	4,329,980	6,718,364	600,083	600,274	447,628	415,646	108,983	817,357	1,162,128	13,652	-	(1,262,785)	13,951,290	47	13,951,337
Operating expenses															
Employee compensation and benefit expenses	1,895,888	3,125,399	366,637	371,111	217,804	302,625	89,917	66,027	592,882	11,997	-	(10,278)	7,110,009	-	7,110,009
Supplies and other expenses	1,225,270	1,827,368	186,580	226,950	148,087	107,977	49,099	59,397	292,240	7,213	-	(790,850)	3,339,331	-	3,339,331
Medical claims and related expenses	-	-	-	-	-	-	-	717,710	-	-	-	(161,600)	556,110	-	556,110
Direct academic and research expenses	566,983	941,151	1,682	7,678	52,766	10,774	-	-	13,071	-	-	-	1,594,085	-	1,594,085
Depreciation and amortization expenses	210,219	298,073	29,615	33,222	21,453	21,261	1,950	848	66,801	934	-	-	686,374	-	686,374
Interest expense	53,025	49,531	24,535	4,131	5,741	1,437	-	-	179,983	-	-	(137,461)	180,922	-	180,922
Total operating expenses	4,051,385	6,241,522	609,029	643,092	445,851	444,074	120,966	843,980	1,148,977	20,144	-	(1,100,189)	13,466,831	-	13,466,831
Income (loss) from operations	278,595	476,842	(8,966)	(42,818)	1,777	(28,428)	(11,983)	(26,623)	15,151	(6,492)	-	(162,596)	484,459	47	484,506
Nonoperating gains (expenses)															
Income (loss) from investments	11,071	55,102	3,433	9,133	7,794	2,479	2,302	6,893	69,104	-	-	17,647	185,158	(2,329)	182,829
Change in fair value of interest rate swaps	-	-	-	-	-	-	-	-	(271,527)	-	-	-	(271,527)	-	(271,527)
Other nonoperating income (expenses)	(22,180)	(58,494)	(656)	(3,660)	267	(4,071)	-	-	(43,179)	-	-	8,264	(123,911)	-	(123,911)
Academic and research gifts, net of expenses	63,213	138,312	3,630	(61)	17,559	7,928	-	-	(3,309)	-	-	(17,175)	210,267	4,000	214,267
System development funding	(53,315)	(71,842)	(8,891)	(9,982)	-	(7,397)	-	(2,243)	-	-	-	153,660	-	-	-
Total nonoperating gains (expenses), net	(1,211)	63,078	(2,486)	(4,600)	25,620	(1,051)	2,302	4,650	(248,911)	-	-	162,596	(13)	1,671	1,658
Excess (deficit) of revenues over expenses	277,384	539,920	(11,452)	(47,418)	27,397	(29,479)	(9,681)	(21,973)	(233,760)	(6,492)	-	-	484,446	1,718	486,164
Other changes in net assets															
Funds utilized for property and equipment	17,521	89,852	(1)	2,736	1,268	263	-	-	-	-	-	-	111,641	-	111,641
Transfers (to) from affiliates	173,195	258,404	20,550	(4,607)	24,108	20,867	8,324	(100,000)	(409,341)	8,500	-	-	-	-	-
Other changes in net assets	92	-	-	-	(953)	-	-	-	3,349	-	-	-	2,478	-	2,478
Change in funded status of defined benefit plans	(11,895)	(9,810)	(2,294)	(2,711)	1	-	-	-	(1,368,555)	-	-	-	(1,415,364)	-	(1,415,364)
Cumulative effect of accounting change	-	-	-	-	-	-	-	-	-	-	-	-	-	1,100,081	1,100,081
Increase (decrease) in unrestricted net assets	456,197	878,366	6,803	(51,998)	51,811	(8,349)	(1,357)	(121,973)	(2,028,307)	2,008	-	-	(816,799)	1,101,799	285,000

Partners HealthCare System, Inc. and Affiliates
Consolidating Statements of Operations
Year Ended September 30, 2019
(In Thousands)

	GH	WDH	CDH	MVH	NKT	MCL	CD VNA	MGPO	CD Practices	NPO	WDPC
Operating revenues											
Net patient service revenue	3,115,966	368,673	199,765	100,869	43,823	176,791	12,592	847,863	42,020	4,068	55,015
Premium revenue	-	-	-	-	-	-	-	-	-	-	-
Direct academic and research revenue	884,008	1,048	943	201	2,246	48,912	5	-	-	-	-
Indirect academic and research revenue	247,556	56	60	-	15	13,806	-	-	-	-	-
Other revenue	243,008	12,892	3,333	2,447	552	15,572	186	356,586	816	29	2,270
Total operating revenues	4,490,538	383,669	204,101	103,517	46,636	255,081	12,783	1,204,449	42,836	4,097	57,285
Operating expenses											
Employee compensation and benefit expenses	1,467,734	170,106	92,342	60,311	27,416	135,075	10,547	979,385	46,843	6,506	82,496
Supplies and other expenses	1,451,022	133,511	83,306	32,747	20,430	54,124	2,176	163,536	10,239	801	22,240
Medical claims and related expenses	-	-	-	-	-	-	-	-	-	-	-
Direct academic and research expenses	884,008	1,048	943	201	2,246	48,912	5	-	-	-	-
Depreciation and amortization expenses	218,839	21,575	12,482	6,306	3,412	9,586	22	12,473	141	-	1,917
Interest expense	28,575	4,292	1,904	-	107	3,780	-	1,680	-	-	-
Total operating expenses	4,050,178	330,532	190,977	99,565	53,611	251,477	12,750	1,157,074	57,023	7,307	106,653
Income (loss) from operations	430,360	50,137	13,124	3,952	(6,975)	3,604	33	47,375	(14,187)	(3,210)	(49,368)
Nonoperating gains (expenses)											
Income (loss) from investments	848	5,737	-	1,072	34	7	101	20,913	-	-	-
Change in fair value of interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
Other nonoperating income (expenses)	(136)	(12,364)	2,507	2,444	3,045	(702)	180	(73)	-	-	-
Academic and research gifts, net of expenses	-	800	25	1,996	1,536	-	71	-	-	-	-
System development funding	-	-	-	(1,240)	(984)	-	-	-	-	-	-
Total nonoperating gains (expenses), net	712	(5,827)	2,532	4,272	3,651	(695)	352	20,840	-	-	-
Excess (deficit) of revenues over expenses	431,072	44,310	15,656	8,224	(3,324)	2,909	385	68,215	(14,187)	(3,210)	(49,368)
Other changes in net assets											
Funds utilized for property and equipment	32,617	-	224	-	74,799	1,276	-	-	-	-	-
Transfers (to) from affiliates	(513,445)	(36,246)	11,996	-	6,162	521	-	(12,940)	14,250	-	34,084
Other changes in net assets	-	-	-	-	-	-	-	-	-	-	-
Change in funded status of defined benefit plans	(7,560)	2	-	(150)	(6)	21	-	(2,117)	-	-	-
Cumulative effect of accounting change	-	-	-	-	-	-	-	-	-	-	-
Increase (decrease) in unrestricted net assets	(57,316)	8,066	27,876	8,074	77,631	4,727	385	53,158	63	(3,210)	(15,284)

Partners HealthCare System, Inc. and Affiliates
Consolidating Statements of Operations
Year Ended September 30, 2019
(In Thousands)

cont.

	MGH	CDHHC	MHC	WDHF	IHP	HSC	ELIMS	TOTAL MGH
Operating revenues								
Net patient service revenue	-	-	-	-	-	-	-	4,986,445
Premium revenue	-	-	-	-	-	-	-	-
Direct academic and research revenue	-	-	-	122	3,666	-	-	941,151
Indirect academic and research revenue	-	-	-	-	1,093	-	-	282,586
Other revenue	43,030	-	-	-	55,884	(50)	(187,373)	549,182
Total operating revenues	43,030	-	-	122	60,643	(50)	(187,373)	6,718,364
Operating expenses								
Employee compensation and benefit expenses	10,476	-	-	-	36,362	-	-	3,125,399
Supplies and other expenses	16,448	-	-	1	14,053	-	(187,266)	1,827,368
Medical claims and related expenses	-	-	-	-	-	-	-	-
Direct academic and research expenses	-	-	-	122	3,666	-	-	941,151
Depreciation and amortization expenses	8,377	-	-	1	2,942	-	-	298,073
Interest expense	9,062	-	-	-	238	-	(107)	49,531
Total operating expenses	44,363	-	-	124	57,261	-	(187,373)	6,241,522
Income (loss) from operations	(1,333)	-	-	(2)	3,382	(50)	-	476,842
Nonoperating gains (expenses)								
Income (loss) from investments	21,093	1,032	1,855	127	1,887	149	247	55,102
Change in fair value of interest rate swaps	-	-	-	-	-	-	-	-
Other nonoperating income (expenses)	(58,535)	(3,268)	(2,809)	(668)	62	-	11,823	(58,494)
Academic and research gifts, net of expenses	125,503	7	8,077	535	(238)	-	-	138,312
System development funding	(62,320)	(3,839)	(3,475)	-	(4)	-	-	(71,842)
Total nonoperating gains (expenses), net	25,741	(6,068)	3,648	(6)	1,707	149	12,070	63,078
Excess (deficit) of revenues over expenses	24,408	(6,068)	3,648	(8)	5,089	99	12,070	539,920
Other changes in net assets								
Funds utilized for property and equipment	(18,948)	-	(116)	-	-	-	-	89,852
Transfers (to) from affiliates	761,942	(10,436)	2,328	(691)	116	-	763	258,404
Other changes in net assets	-	-	-	-	-	-	-	-
Change in funded status of defined benefit plans	-	-	-	-	-	-	-	(9,810)
Cumulative effect of accounting change	-	-	-	-	-	-	-	-
Increase (decrease) in unrestricted net assets	767,402	(16,504)	5,860	(699)	5,205	99	12,833	878,366

WENTWORTH-DOUGLASS HOSPITAL
A Mass General Community Hospital

Wentworth-Douglass Hospital
789 Central Avenue
Dover, NH 03820

Board of Trustees as August 2019

Madame Chairman – Carol Bailey
Vice Chairman – John Salmon
Treasurer – James Brannen
Secretary – Atty. Michael Bolduc

Dr. Marcela Del Carmen
Dr. Peter Dirksmeier
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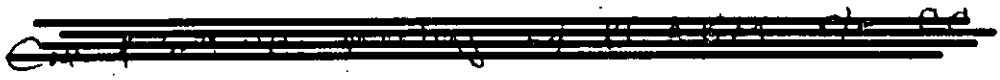
Dr. Andrew Warshaw
Gregory Walker



A

Summary of Qualifications

- Able to effectively multi-task in a fast-paced environment without sacrificing high-quality customer service
- Knowledge of abnormal psychology, chemical dependency and developmental disabilities
- Strong problem-solving and organizational skills
- Ability to think clearly in chaotic situations
- Experience managing teams and training new employees
- Licensed as a drug and alcohol counselor in the state of NH (LADC)

Professional Experience

Families First Health and Support Center July 2016-Present
Behavioral Health Specialist/Intensive Outpatient Program Coordinator
- Provide support to individuals struggling with addiction and mental illness
- Facilitate treatment through group and individual therapy
- Conduct assessments using ASAM placement criteria
- Refer individuals to the appropriate level of care and assist with transitions to that level of care
- Provide integrated behavioral health services
- Worked on the medication assisted treatment team
- Utilized evidence based treatment methods
- Provided case management and aftercare planning services
- Created a curriculum for a new intensive outpatient program

Southeastern NH Services Dover, NH July 2013-June 2016
Substance Use Disorder Counselor
- Provided support to individuals struggling with addiction
- Enforced rules to maintain a structured and safe environment for consumers
- Facilitated treatment through group and individual therapy
- Conducted phone screenings and assessments
- Assisted consumers throughout the intake process
- Provided case management and aftercare planning services

Easter Seals NH, Stratham, NH March 2012- November 2013
Emergency Response Team/ Direct Support Associate November 2010-November 2011
- Provided support for adults and adolescents with developmental and mental health disabilities
- Assisted in activities promoting inclusion, such as job placement, on the job assistance, and drivers education tutoring
- Worked independently with clients of all levels

Julies Ristorante, Ogunquit, ME May 2010-August 2010
Assistant Manager (Summer Seasonal)
- Generated repeat business by providing excellent customer service
- Worked 40 hrs/wk while in college, and maintained a 3.7 G.P.A
- Assisted customers with issues regarding service and food
- Assisted owner in money management and scheduling issues

Education

Hesser College Manchester, NH
Bachelor's Degree in Psychology (GPA: 3.68) October 2011
University of New Hampshire Manchester, NH May 2018
Master's Degree in Social Work

Education

UNIVERSITY OF NEW HAMPSHIRE
Master of Social Work
Durham, NH
Passed MLADC Licensure Exam: Expected Licensure, February 2020

SALEM STATE UNIVERSITY
Bachelor of Arts: Psychology
Salem, MA

Experience

Hope on Haven Hill — August 2018 to Current
Clinician
Rochester , NH
Provide clinical services to residential clients with dually diagnosed mental illness and substance use disorders.

- Complete assessments, treatment plans and maintain weekly individual counseling with residents
- Facilitate weekly group therapy for residents, to include Seeking Safety, Recovery Skills, Dialectical Behavioral Therapy, Cognitive Behavioral Therapy
- Collaborate with various community stakeholders, to include the Department of Children, Youth and Families, to promote client and children well-being and recovery
- Provide compassionate, holistic, evidence and trauma informed care to residents

Portsmouth Regional Hospital — October 2017 to July 2018
Intern
Portsmouth , NH

- Work directly with individuals admitted to both Portsmouth Regional Hospital's outpatient partial hospitalization program, as well as individuals requiring mental health evaluations in the hospital
- Become familiar with hospital based social work in terms of its function, and associated terminology
- Foster an understanding of the multidisciplinary team approach that is used in a hospital setting to treat individuals with mental health and substance misuse issues
- Co-facilitate daily groups with individuals
- Become familiar with evidence-based therapeutic interventions such as cognitive behavioral therapy (CBT) and dialectical behavioral therapy (DBT)
- Interact with individuals and aid in the development of coping skills, symptom management (mental health) and assist with discharge planning
- Perform psychosocial assessments

NASW-NH — January 2017 to August 2017
Intern
Concord, NH

- Strived to advance the profession of social work, including name recognition and positive visibility in the media, including social media, press releases, etc
- Worked to increase student and professional membership and involvement with NH-NASW. Was an active member of NH-NASW committees and regularly attended meetings including monthly board meetings; monthly Clinical Committee meetings; monthly Mental Health Coalition meetings; monthly Social and Legislative Action Committee meetings; and Diversity Awareness Committee meetings

- Learned about current legislative issues in NH, as well as lobbying skills and assisting with written testimony. Assisted Executive Directive with office tasks as needed such as taking minutes, preparing agendas, and meeting preparation, Assisted in expanding CEU topics and programming, learned how to write a CEU application. Assisedt with increasing funding and locating additional sources of income available to NH-NASW. Attended all applicable workshops, trainings, committee, coalition, and board meetings when appropriate

Greengard Center for Autism — May 2015 to March 2017
ABA Therapeutic Instructor
Portsmouth , NH

- Worked 1:1 with clients on the autism spectrum in the home/day center setting on increasing independence and self-advocacy skills
- Built community awareness and utilization
- Created and implemented programs which promoted goals of the client

Cooperative Middle School — August 2014 to February 2015
Paraprofessional
Stratham, NH

- Provided classroom support for student with behavioral issues and learning disabilities
- Worked collaboratively with BCBA developing and implementing behavioral plan, as well as providing student with positive behavioral support in the classroom as well as unstructured times

Salem Public School District — August 2011 to November 2013
Behavior Specialist
Salem, MA

- Conducted Teacher & Student Interviews, Narrative Observation, ABC Data Recording ,Behavior Support Plan, Behavior Management Plan, FBA, Data Collection and Graphing
- Implemented Visuals using Boardmaker, wrote social stories, and taught self-regulation
- Implemented individual and class wide incentive plans working for preferred reinforcer
- Modeled plan for teachers and support staff to ensure fidelity of treatment
- Worked with School Adjustment Counselors to ensure plan was being followed through with and data collection was taking place in absence of Behavior Specialist
- Worked with students before and during plan implementation to ensure students were successfully earning reinforcer
- Attended IST and IEP meetings and worked closely with all facets of Administration and school staff
- Attended two day Brian Iwata conference, PBIS conference and in-house training during PDD, and CPI certified

Strengthening Families Program — December 2010 to January 2012
Faciltator
Danvers , MA
SFP is an evidence-based family skills training program found to significantly reduce problem behaviors, delinquency, and alcohol and drug abuse in children and to improve social competencies and school performance. Child maltreatment also decreases as parents strengthen bonds with their children and learn more effective parenting skills.
As facilitator, I oversaw the semester-long course in which families of children, ages 6 to 11, came together once a week to share a meal, learn new skills and then practice together as a family.

Great Oak Elementary School — September 2006 to June 2010
Paraprofessional

Danvers, MA

- Provided teacher support for integrated preschool classroom
- Incorporated therapy routine designed by occupational therapist, physical therapist and speech pathologist into curriculum
- Maintained activities of daily living for children with intellectual and developmental disabilities in the classroom

NAGLY
Youth Counselor
Salem, MA

- Provided support and counseling to lesbian, gay, bisexual, transgender and questioning youth

Hope on Haven Hill

Professional Trainings & Certifications

- Continuum: ASAM Criteria Assessment
- Suicide Prevention Training-Counseling on Access to Lethal Means
- Registered Behavior Technician Training (40 hours)
- Crisis Prevention Intervention Training
- Olweus Bullying Prevention Program

LICENSED CLINICAL SOCIAL WORKER

Highly skilled career professional with 25 years of experience in inpatient and outpatient settings, providing co-occurring mental health and substance misuse treatment to individuals and groups, utilizing evidence based treatment modalities.

PROFESSIONAL EXPERIENCE

Jan 15 – present **Integrated Care at Wentworth Health Partners,** *Dover, NH*

Behavioral Health Clinician: Provide individual, couples and family behavioral health interventions, participate in clinical peer collaboration, conduct intake assessments, document in electronic medical records, consults with health providers and other community professionals regarding patient care.

Dec 96 – Sept 2015 **Maine Behavioral Health Care,** *474 Main St. Springvale, ME 04072*

Program Manager: Supervise 10 case managers in two different MBH locations, provide weekly supervision, conduct intakes, triage and assign clients, review cases to insure compliance with insurance regulations, carry caseload.

Clinical Supervisor *Kittery Office* for Assertive Community Treatment team: Provided clinical supervision to masters and bachelor level clinicians. Screened and referred clients to appropriate level of care, audited records to insure compliance with licensing and insurance regulations.

Emergency, Acute Care, and Outpatient Clinician, *Kittery Office:* Evaluated emergency walk-ins, conducted mobile crisis evaluations, and acute care follow up. Coordinated intake and cross program referrals. Provided individual, couples, and family therapy for those in need of brief as well as long term treatment. Supervised masters level student interns for the Kittery office.

Community Support Worker, *Springvale Office:* Developed and implemented client treatment plans, provided supportive therapy, psycho-education and advocacy to clients with chronic and persistent mental illness. Referred clients to community supports and appropriate human service agencies.

Nov 95 – Dec 96 **CMG Health. Inc.,** *1600 Hooksett Road Hooksett, NH 03106*

***Behavioral Health Care Case Manager*:** Acted as liaison between insurance carrier, provider, and patient. Authorized treatment and developed treatment plans with outpatient therapists and physicians. Managed mental health benefits on a computerized system.

Jan 88 – Nov 95 **Portsmouth Pavilion,** *343 Borthwick Av., Portsmouth, NH 03801*

Psychiatric Social Worker: Treatment team leader for multi-disciplinary treatment team, performed psychosocial assessments provided therapeutic intervention, discharge planning, and referrals for inpatient and outpatient services. Conducted case conferences, acted as community liaison and conducted network meetings, monitored utilization management, supervised masters level interns, lead psycho educational and process groups for co-occurring clients, provided individual, couples and family therapy in both inpatient and outpatient settings.

June 84 – May 87 **New Hampshire Hospital,** *105 Pleasant Street Concord, NH 03301*

Psychiatric Social Worker: Provided therapeutic intervention to patients with chronic and persistent mental illness in an inpatient setting. Collaborated with a team of case managers who were responsible for provided daily support, advocacy, discharge planning and interdisciplinary collaboration with other treatment providers. Performed psychosocial assessments, formulated treatment plans, discharge plans and referrals for patients. Documented evidence to support court petitions and provided court testimony. Provided services and support for geriatric patients and their families.

PROFESSIONAL LICENSURE

Licensed Independent Clinical Social Worker, NH# 418

Licensed Alcohol and Drug Counselor, ME#

Licensed Clinical Social Worker, ME # 4329

EDUCATIONAL EXPERIENCE

University of Connecticut Storrs, CT
Master of Social Work

University of New Hampshire Durham, NH
Bachelor of Arts in Social Services

PROFESSIONAL TRAININGS

New England Institute of Addiction Studies NEIAS
32 CEUS in Clinical Supervision Foundation, August 2014

Behavioral Tech LLC,
Ten-day intensive training course in Dialectical Behavioral Therapy, June 2012

References available upon request

Education:

Masters of Science in Operations & Project Management
Southern New Hampshire University, Manchester, NH
Anticipated Graduation: April 2019

Bachelor of Science in Psychology
Salem State College, Salem, MA
Graduation: May 2017

Associates of Science, Medical Training
McIntosh College, Dover NH
Graduation: December 2006

Employment History:

July 2014-Current

Lynn Community Health Center, Behavioral Health Department
BH Manager, Provider Scheduling & Productivity Analyst; EPIC Site Specialist

- Build/keep provider schedule templates
- Harpers payroll system
- Crystal & Business Objects reporting; statistical analysis of scheduling, appointments, billing, and no show rates.
- QI- Peer Review Process
- QI- Medication Adherence
- JCHO & Insurance audits
- Review and analysis of provider productivity and outcome measurements.
- EPIC EMR Workflows
- EPIC system issues & training
- Creating Policies and Protocols
- LEAN Principles

Feb 2014-July 2014

Lynn Community Health Center, Behavioral Health Department
Advanced Utilization Coordinator

- Identifying insurance issues
- Insurance denial reports
- Communication with Mass Health and Private insurance companies
- Obtaining prior authorization for behavioral health visits
- Billing

June 2011- Dec 2014

North Shore Medical Center, Salem Hospital
Pharmacy Technician

- Use of Omnicell computer system
- Performs arithmetical calculations required for the preparation of sterile products
- Manufacturing IV medication in a sterile field; Manufacturing Chemo Therapy IV
- Employee Satisfaction Team

- Developed a training program
- Knowledge of Joint Commission

Sept 2010- June 2011 **Express Scripts-Freedom Fertility Pharmacy**
Pharmacy Technician
- Answer patient questions related to pharmacy benefits, and pharmacy claim information
- Prepare and verify new prescription orders and refill orders while maintaining productivity and quality standards
- Select and retrieve appropriate medications, compound and dispense medical prescriptions, verify quantities, and prepare labels for bottles.
- Using a pharmacy claim system: verifying and processing prescription through insurance

July 2008- May 2010 **Tufts Health Plan**
Appeals and Grievances Analyst
- Responsible for identifying, investigating, and processing member appeals within NCQA and state mandated timelines
- Obtained all necessary medical records, benefit documents, and relevant information to create a case to process an appeal and present to a board of medical directors.

Aug 2007-July 2008 **Tufts Health Plan**
Member Services Specialist
- On first call resolution when taking incoming calls from Tufts Health Plan Members, Providers, and Pharmacies regarding benefits, claims, policies, and procedures
- Assisted in clarifying member's benefits, coverage and help callers obtain authorization for prescription drugs
- Researched all requests sent by member services specialists for possible backdates of primary care physicians for members who had claims denied due to not selecting primary physician

References: References will be provided upon request

Work Experience

Senior Clinician
Hope on Haven Hill - Rochester, NH
September 2016 to Present

As a founding member of this organization, worked to build structure and programming from the ground up. Worked to develop policies and procedures, train staff, and develop curriculum for an 8-bed residential facility treating substance use and co-occurring disorders for pregnant and parenting women that opened 12/16. Currently oversee programming and facilitate treatment at 3 levels of care including residential, intensive outpatient, and outpatient individual and group therapy. Carry a caseload of individual clients. Supervise clinical staff towards licensure.

Intensive Outpatient Director
Goodwin Community Health - Somersworth, NH
March 2016 to September 2016

Worked with agency staff to design and implement an Intensive Outpatient program at Goodwin Community Health to treat co-occurring disorders. Developed a curriculum for a 3-phased program. Work with community agencies including hospitals, corrections, and health centers to screen, assess, and admit clients into the program, monitor their progress, and develop a plan for completion.

Therapist
ROAD To a Better Life - Somersworth, NH
June 2014 to June 2016

Provided initial assessment and treatment planning for clients participating in Suboxone treatment program.
Maintained a caseload of individual therapy clients diagnosed with co-occurring disorders. Planned and facilitated 3-4 therapy groups per week, including gender specific programming for women, exploring topics such as the science of addiction, relapse prevention, recovery skills and healthy relationships.

Substance Abuse and Mental Health Counselor
Manchester Community Health Center - Manchester, NH
March 2015 to March 2016

Provided individual assessment and treatment for individuals with mental health and substance use disorders in a community health care setting. Provide brief and longer term counseling, as well as specialized substance abuse and trauma treatment to clients as appropriate, including Seeking Safety, DBT, and Progressive Counting. Work with medical staff, interpreters, nutritionists and community workers to provide integrated care for a diverse population.
Supervise clinicians towards MLADC certification.

Substance Abuse Counselor
Families First, Healthcare for the Homeless - Portsmouth, NH
September 2010 to June 2014

Provided individual and group substance abuse counseling in the community to individuals who were homeless. Worked closely with medical and care coordination staff on the mobile health care van to meet and offer services to clients in a timely manner. Offered assessment, treatment planning and ongoing counseling using motivational interviewing, cognitive behavioral, DBT, and trauma-informed approaches. Offered crisis intervention services as needed, often working closely with other local agencies to respond best to clients needs.

Clinical Case Manager, Crisis Clinician
Counseling Services Inc - Biddeford, ME
September 2004 to August 2010

-Clinician, Crisis Response Services: Provided telephone support and assessment, as well as face-to-face assessments for adults and children experiencing psychiatric emergencies. Work with clients, agency supervisors and psychiatrists to create a disposition that maintains client safety in the least restrictive setting.
-Clinical Case Manager: Provided supportive counseling and case management services to adults with severe and persistent mental illness. As member of Intensive Community Integration team, worked with clients needing a high level of care. Facilitated family meetings, provided crisis intervention services, took part in weekly multi-disciplinary team meeting. Co-facilitated skills building and activity group weekly.

Education

MSW
Boston University - Boston, MA
September 2002 to May 2006

Master's in Sociology
University of Pennsylvania - Philadelphia, PA
September 1999 to January 2002

Bachelor's in Sociology
Haverford College - Haverford, PA
September 1993 to May 1997

Skills

Trained in DBT, EMDR Basic level, CBT

Trainings/ Presentations:

Home Visitor Conference, DHHS, NH, 2014: "The Impact of Adverse Childhood Experiences on Home Visiting in New Hampshire".
National Healthcare for the Homeless Annual Conference, 2014: "Understanding Homelessness, Adverse Childhood Experiences, and High Risk Behaviors".
Staff Training, Trauma-Informed Care, Ethics, and Healthy Boundaries: Crossroads House, Portsmouth NH, 2015, 2016, 2017.
Parkland Medical Center Behavioral Health Unit, Lunch and Learn: "Trauma Informed Care and Understanding Challenging Behaviors", 2017.
New Hampshire Addiction Summit, "Understanding High Risk Behaviors and Providing Trauma-Informed Care", 2017.
Mass General Hospital Institute of Health Professionals: "Trauma-Informed Care for Nurses", 2016, 2017.
UNH Department of Professional Development: "Trauma-Informed Care Training", Full-Day Training for Clinicians and School Professionals, 2017, 2018.
IDN-6 "Trauma Informed Care for Paraprofessionals", September 24th, October 30th, 2018: Frisbee Hospital and Community Campus
"Understanding Professional Ethics and Boundaries": October 2018, Crossroads House, Portsmouth, NH

Certifications/Licenses

LICSW, February 2019
MLADC, June 2020
CCTP (Certified Clinical Trauma Professional)

Kathleen Breton

Summary

Dedicated and focused administrative Assistant with over 20 years' experience. Who excels at prioritizing and completing multiple tasks. With great customer service with clients and coworkers..

Highlights

Self-directed

Professional and mature

Dedicated team player

Strong interpersonal skills

Medical terminology

Mail management

Meeting planning

Patient charting

Insurance eligibility verifications

Documentation

Customer Service

Strong work ethic Maintains strict confidentiality

Computer skills

Scheduling

Ordering supplies

Medical records

Referrals

Extensive phone skills

Strong problem solver

Time management

Problem resolution

Report analysis

Employee training and development

Insurance verification

Patient care advocacy

Accomplishments

Scheduling

Facilitated onboarding of new employees by scheduling training, answering questions and processing paperwork.

Multitasking

Administration

Answered multiple phone lines, transferred calls to corresponding departments, filed patient records and billed accordingly.

Demonstrated proficiencies in telephone, e-mail, fax and front-desk reception within high-volume environment.

Customer Service

Handled customers effectively by identifying needs, quickly gaining trust, approaching complex situations and resolving problems to maximize efficiency.

Administration

Performed administration tasks such as filing, developing spreadsheets, faxing reports, photocopying collateral and scanning documents for inter-departmental use.

Research

Investigated any necessary information for proper billing for insurance companies, patients and DMEs such as proper billing codes.

Experience

June 2006 to Current

Rochester Pulmonary Medicine Rochester , NH

Patient Service Rep

Completed registration quickly and cordially for all new patients. Scanning, importing medical documentation. Scheduled radiology/diagnostic testing. Provided administrative support for three physicians. Processed incoming and outgoing referrals. Scheduled surgeries and procedures in conjunction with Surgical Coordinator.

Maintained an organized logging system for tracking test results. Demonstrated knowledge of HIPAA Privacy and Security Regulations by appropriately handling patient information. Collected and posted copayments. Ordered office supplies/scheduled meetings. Purged outdated files. Disseminated information to correct department, individual or outside location. Trained new employees.

May 2006 to June 2008

Beacon Internal Medicine Portsmouth, NH

Medical Office Specialist

Insurance authorization/Scheduling testing and appointments/Medical Records/Customer Service/Billing

May 2003 to May 2006

Filenes Dept Store Newington , NH

Customer Service/Lead

Customer Service/cashier/Lead/trainer/Displayed stock/Signage

Education

1975 Spaulding High School Rochester, NH

High School Diploma Buisness

LICENSURE

Licensed Clinical Mental Health Counselor, State of New Hampshire

EDUCATION

Boston University, Boston, MA
Certificate in the Treatment of Trauma — June 2019

University of North Florida, Jacksonville, FL
Master of Science in Clinical Mental Health Counseling — August 2011

University of Florida, Gainesville, FL
Bachelor of Arts in Philosophy and in Classical Studies — May 2008

PROFESSIONAL EXPERIENCE

Seacoast Mental Health Center, Exeter, NH
Therapist — July 2017 – Present

- Provided family, group, and individual psychotherapy, case management, functional support services, crisis intervention and management, advocacy, and psychoeducation to a caseload of 60-70 individuals with mental health and/or co-occurring substance use disorders.
- Trained and practiced extensively in evidence-based practices such as Integrated Treatment of Co-Occurring Disorders, Motivational Interviewing, Dialectal Behavioral Therapy, Cognitive Behavioral Therapy, Illness Management and Recovery, Stages of Change, and Behavioral Family Therapy.
- Specialized in the treatment of co-occurring disorders, substance use, trauma, and Borderline Personality Disorder.
- Utilized multiple theoretical orientations, including Dialectical Behavioral Therapy, Cognitive Behavioral Therapy, Acceptance and Commitment Therapy, Cognitive Processing Therapy, and Sensorimotor Psychotherapy.

WestBridge Community Services, Manchester, NH
Clinical Care Manager / ACT Clinician. — February 2016 – July 2017

- Provided psychiatric and case management services to men with co-occurring substance use and severe and persistent mental health diagnoses.
- Provided family, group, and individual psychotherapy, as well as care management, functional support services, psychoeducation, and crisis management, to approximately 30 participants and their families.
- Worked closely with a multidisciplinary treatment team that included Master's level clinicians, Psychiatrists, Peer Support Specialists, Registered Nurses, Supportive Employment specialists, and residential and outreach specialists.

Mental Health Center of Greater Manchester, Manchester, NH

Clinical Case Manager / ACT Clinician August 2013 – February 2016

- Provided psychiatric and case management services to individuals with co-occurring substance use and severe and persistent mental health diagnoses in a community-based setting.
- Provided family, group, and individual psychotherapy, case management, functional support services, psychiatric evaluation, emergency assessment, crisis intervention and management, advocacy, and psychoeducation.
- Managed a caseload of 15 individuals with a shared team caseload of approximately 120.
- Held privileges to perform psychiatric examinations at Elliot Hospital and Catholic Medical Center.

Habit OPCO, Lowell, MA
Substance Abuse Clinician July 2012 – January 2013

- Provided substance abuse treatment and harm-reduction care to opiate-addicted adults.
- Maintained an average caseload of 75 patients, which included providing group and individual counseling, treatment planning, progress tracking, and case management.

Wekiva Springs Wellness Center, Jacksonville, FL
Clinical Services Intern April 2010 – August 2011

- Conducted assessments (psychosocial, substance abuse, suicidal ideation, mental status, etc.), therapeutic and psychoeducational groups, individual psychotherapy, family contacts and psychotherapy, and crisis intervention.
- Trained in CPR, Crisis and Restraint, First Aid, HIPAA, and HIV/AIDS, as well as working with active-duty and reserve military with special focus on Traumatic Brain Injuries.

Relative Work Experience

Manager of Behavioral Health Services 2018-Present
The Doorway at Wentworth-Douglass
Wentworth-Douglass Hospital *Dover, NH*

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

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

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

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

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

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

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

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

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

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

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

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

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

Education

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

Non-Matriculated Student 2009-2010

Rivier University Nashua, NH

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

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

Professional Presentations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Publications

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

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

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

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

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

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

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

Licenses and Certifications

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

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

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

Crisis Prevention Institute: *Nonviolent De-escalation Trainer*

Certified Prime For Life Instructor: Prime For Life Training—2015

Critical Incident Stress Management: *Group and Individual Certified—2008*

Professional Affiliations

Collaborative Family Healthcare Association; Member—Membership and IT Committees & Former Editing Manager *CFHA Blog*

Family Medicine Education Consortium; Member

International Society for Traumatic Stress Studies; Member

American Mental Health Counselors Association; Member

The New Hampshire Mental Health Counselors Association; Member

Community Involvement

Town of Kittery Maine: Kittery Travel Soccer U9-U12 Soccer Coach, U10 Baseball Coach, U9 Lacrosse Coach-2014-Present

Kittery Civil Rights Advocates: 2017-Present

Integrated Delivery Network Region 6: Integrated Care Clinical Advisory Team Member, 2016-Present

Disaster Behavioral Health Response Team: Volunteer Response Team member, 2012-Present

Seacoast Care Collaborative: Special Committee on Community Care Coordination, 2012-2014

Seacoast Integrated Network of Care, Rockingham County New Hampshire; Steering Committee Member, 2008-2012

New Hampshire Integrated Primary Care Learning Collaborative; Member, 2008-Present

Veterans of Foreign Wars and American Legion Local Chapter; Member, 2004-Present

Other

Assessment and integration of Trauma Informed Care concepts within an urban

Research FQHC, 2016-2018

Assessment of Relational Coordination factors in medical teams and the outcomes on activation levels in patients with chronic illness, 2013-2016

Integrated Care Effects on Hypertensive Patient's BioPsyhoSocial Indicators in a Primary Care Setting, 2012-2014

Families First Health and Support Center and Antioch New England: Community Based Participatory Research Integrated Healthcare Outcomes Project, 2008-2011

Qualitative Delphi Study on Health Information Technology use and HIPAA in the Collaborative Healthcare Setting, 2010 -2011

Summit Community Care Clinic and The National Community Council for \ Behavioral Health: Collaborative for Integrated Care Improvement, 2007-2008

ACADEMIC BACKGROUND

May 2017 — *Master of Arts in Psychology*
University of New Hampshire, Durham, NH

June 2015 — *Master of Arts in Forensic Psychology*
University of Denver, Denver, CO

December 2012 — *Bachelor of Arts in Psychology*
Rhodes College, Memphis TN

CLINICAL EXPERIENCE

Crisis Clinician- 40hrs/wk at Harbor Homes, Inc. *September 2018-present*

Harbor Homes is a non-profit organization that provides low-income, homeless, and disabled New Hampshire community members with affordable housing, primary and behavioral health care, employment and job training, and supportive services. I work as a crisis clinician for Harbor Homes' Mobile Crisis Response Team (MCRT) administering emergency mental health and substance use evaluations.

- Assess, triage, and refer clients to appropriate services when they present with a behavioral health crisis
- Manage 24-hour crisis hotline by providing crisis counseling, safety planning, and any additional resources.
- Conduct daily mental status updates with stabilization unit clients that have acute behavioral health issues.

Clinical Intern- 16hrs/wk at Independence House Fillmore *June 2014-May 2015*

IHF is an organization in Denver, CO that provides residential dual-diagnosis treatment to male offenders. I worked as an individual and group therapist.

- Conduct psychosocial and risk assessments with parolees and probation clients.
- Utilize multiple therapeutic techniques in group and individual treatment.
- Work alongside the case management team to provide specialized treatment for clients.

Clinical Intern- 10hrs/wk at BI Incorporated *October 2013-March 2014*

BI Inc. is an organization in Denver, CO providing court mandated substance abuse treatment for parolees, probationers, and those with DUIs. I work with parolees and probationers doing outpatient substance abuse therapy (OSAT) classes.

- Complete initial intakes with new clients, update client paperwork, and complete client discharge paperwork.
- Utilize multiple therapeutic techniques in group therapy
- Attend sobriety meeting and drug court hearings to consult with judges and probation/parole officers on client progress
- Provided specialized individual therapy with clients when needed

Relief Advocate- part time at SafeHouse Denver, Inc. *August 2013-May 2015*

SafeHouse is an organization in Denver, CO that combats issues concerning domestic violence by providing confidential shelter and offering counseling and advocacy services. I work specifically at the shelter that provides a safe location for victims to stay after leaving their abusers.

- Ensure a safe environment by checking security and mediating conflicts between residents
- Provide immediate crisis counseling to shelter residents

- Refer shelter residents to outside organizations when additional assistance is needed
- Manage crisis hotline by providing safety planning and crisis counseling to hotline callers
- Conduct phone assessments for entrance eligibility and shelter entrance and exit interviews

Relief Advocate- part time at Family Tree, Inc. *August 2013-May 2015*
Family Tree is an organization in Denver, CO dedicated to addressing the issues of child abuse, homelessness, and domestic violence in Denver and its surrounding areas. Specifically, I work at the domestic violence safe house that provides a confidential location for victims to live after leaving their abusers.

- Conduct phone assessments for entrance eligibility and shelter entrance and exit interviews
- Ensure a safe environment by checking security and mediating conflicts between residents.
- Provide immediate crisis counseling to shelter residents
- Refer shelter residents to outside organizations when additional assistance is needed
- Manage crisis hotline by providing safety planning and crisis counseling to hotline callers

Abused Women's Services Summer Intern- 10-15 hrs/wk at the Young Women's Christian Association (YWCA), Memphis, TN *June 2012-August 2012*

- Inform clients of legal services for victims of domestic violence, human trafficking, and related problems.
- Support legal advocates in court when protection orders are being obtained for clients
- Assist clients in completing legalization and citizenship paperwork

RELEVANT RESEARCH EXPERIENCE

Graduate Research Assistant – 20hrs/wk *August 2015-present*
Interpersonal Violence Research Laboratory, Durham, NH
Supervisor: Katie Edwards, Ph.D.

- Lead research assistant on an R01, CDC funded, randomized control trial examination of a dating and sexual violence prevention curriculum with high school youth
- Lead research assistant on a study assessing the knowledge college personnel and law enforcement of Title IX federal regulations regarding sexual assault
- Research assistant on two other research studies assessing dating and sexual violence among college students
- Conduct focus groups and pilot calls and administered surveys related to dating and sexual violence with high school students and college students
- Supervise and train graduate and undergraduate research assistants
- Author and co-author several publications related to research work
- Analyze and present data at several national conferences

Research Assistant- 6 hrs/wk *April 2014-May 2015*
University of Denver Traumatic Stress Studies Group, Denver, CO
Supervisor: Anne P. DePrince, Ph.D.

- Conduct clinical interviews regarding sexual assault victims' experiences with community service providers after reporting their assault to local law enforcement
- Conduct clinical interviews with aging adults regarding their experiences with elder abuse
- Transcribe and code participant interviews for analysis
- Code survey data for quantitative analysis

Research Student- 6 hrs/wk *Fall 2013-May 2015*

University of Denver Graduate School of Professional Psychology, Denver, CO
Supervisor: William N. Gowensmith, Ph.D.

- Analyze data on competency to stand trial agreements between psychiatrists, psychologists, and courts and corrections
- Assist in writing manuscripts based on findings

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Fifield	Manager of BH Services	$94225	100%	$94225
Jenn Stout	Clinical Supervisor	$80080	100%	$80080
Allison Tuttle	Clinician	$69990	100%	$69990
Kristen Wilkinson	Clinician	$43254	100%	$43254
Carol Stiles	Clinician	$65924	25%	$16481
Brandee Prevost	Care Coordinator	$65208	100%	$65208
Stephanie Sesserego	Care Coordinator	$60362	100%	$60362
Casey Joseph	Practice Coordinator	$33,748	100%	$33,748
Kathleen Bretton	Patient Service Representative	$37,731	100%	$37,731

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 5, 2019

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, to amend existing **sole source** agreements with the six (6) vendors listed in bold below, to implement and operationalize a statewide network of Doorways for substance use disorder treatment and recovery support services access, by increasing the total price limitation by $3,962,024 from $19,644,633 to $23,606,657, with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

These agreements were originally approved by the Governor and Executive Council on October 31, 2018 (Item #17A), Mary Hitchcock Memorial Hospital amended on November 14, 2018 (Item #11), Androscoggin Valley Hospital, Inc and Concord Hospital Inc. amended on August 28, 2019 (Item #10).

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	177220-B002	59 Page Hill Rd. Berlin, NH 03570	$1,670,051	$0	$1,670,051
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$2,272,793	$0	$2,272,793
Granite Pathways	**228900-B001**	**10 Ferry St, Ste. 308, Concord, NH, 03301**	**$5,008,703**	**$1,887,176**	**$6,895,879**
Littleton Regional Hospital	**177162-B011**	**600 St. Johnsbury Road, Littleton, NH 03561**	**$1,572,101**	**$141,704**	**$1,713,805**
LRGHealthcare	**177161-B006**	**80 Highland St. Laconia, NH 003246**	**$1,593,000**	**$394,673**	**$1,987,673**
Mary Hitchcock Memorial Hospital	**177160-B001**	**One Medical Center Drive Lebanon, NH 03756**	**$4,043,958**	**$305,356**	**$4,349,314**
The Cheshire Medical Center	**155405-B001**	**580 Court St. Keene, NH 03431**	**$1,593,611**	**$354,079**	**$1,947,690**

Wentworth-Douglass Hospital	177187-B001	789 Central Ave. Dover, NH 03820	$1,890,416	$879,036	$2,769,452
		Total	$19,644,633	$3,962,024	$23,606,657

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	$9,325,277	$0	$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	$9,987,356	$3,962,024	$14,880,912
2021	102-500731	Contracts for Prog Svc	92057040	$0	$0	$0
			Sub-Total	***$19,312,633***	***$3,962,024***	***$23,274,657***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	$332,000	$0	$332,000
2020	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
2021	102-500731	Contracts for Prog Svc	92052561	$0	$0	$0
			Sub-Total	***$332,000***	***$0***	***$332,000***
			Grand Total	**$19,644,633**	**$3,962,024**	**$23,606,657**

EXPLANATION

This request is **sole source** because upon the initial award of State Opioid Response (SOR) funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the Department restructured the State'sservice delivery system to provide individuals a more streamlined process to access substance use disorder (SUD) and Opioid Use Disorder (OUD) services. The vendors above were identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the restructured system.

The purpose of this request is to add funding for: Naloxone kits to distribute to individuals and community partners; additional flexible funds to address barriers to care such as transportation and childcare; and respite shelter vouchers to assist in accessing short-term, temporary housing. This action will align evidence-based methods to expand treatment, recovery, and prevention services to individuals

with OUD in NH. During the first six (6) months of implementation, the Department identified these factors as inhibitors to the long-term success of the program. The outcomes from this amendment align with the original contract to connect individuals with needed services to lower the deaths from OUD in NH and increase the use of Medication Assisted Treatment.

Approximately 9,700 individuals are expected to be served from August 1, 2019 through June 30, 2020. During the first six (6) months of service, the vendors completed 1,571 clinical evaluations, conducted 2,219 treatment referrals, and served 3,239 individuals.

This request represents six (6) of the eight (8) amendments being brought forward for Governor and Executive Council approval. The Governor and Executive Council approved two (2) of the amendments on August 28, 2019 (Item #10).

These contracts will allow the Doorways to continue to ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for SUD, in order to ensure no one in NH has to travel more than sixty (60) minutes to access services. The Doorways increase and standardize services for individuals with OUD; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in NH; and promote engagement in the recovery process. Because no one will be turned away from the Doorway, individuals outside of OUD are also being seen and referred to the appropriate services.

The Department will monitor the effectiveness and the delivery of services required under this agreement using the following performance measures:

- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

Respectfully submitted,

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					
Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00		$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 848,918.00	$ -	$ 848,918.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,654,051.00**	**$ -**	**$ 1,654,051.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00		$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 1,325,131.00	$ -	$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 2,272,793.00**	**$ -**	**$ 2,272,793.00**
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00		$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00	$ 1,887,176.00	$ 4,215,435.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,708,703.00**	**$ 1,887,176.00**	**$ 6,595,879.00**
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00		$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00	$ 141,704.00	$ 882,805.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,556,101.00**	**$ 141,704.00**	**$ 1,697,805.00**
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00		$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00	$ 394,673.00	$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,000.00**	**$ 394,673.00**	**$ 1,987,673.00**

Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 1,774,205.00	$ -	$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	$ 2,269,753.00	$ 305,356.00	$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 4,043,958.00**	**$ 305,356.00**	**$ 4,349,314.00**
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00		$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00	$ 354,079.00	$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,593,611.00**	**$ 354,079.00**	**$ 1,947,690.00**
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00		$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00	$ 879,036.00	$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 1,890,416.00**	**$ 879,036.00**	**$ 2,769,452.00**

SUB TOTAL			**$ 19,312,633.00**	**$ 3,962,024.00**	**$ 23,274,657.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

100% Federal Funds

Activity Code: 92052561

Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ 16,000.00**	**$ -**	**$ 16,000.00**
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Increase (Decrease) Budget**	**Modified Budget**
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			**$ -**	**$ -**	**$ -**

Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 300,000.00		$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 300,000.00	$ -	$ 300,000.00
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ 16,000.00		$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ 16,000.00	$ -	$ 16,000.00
LRGHealthcare					
Vendor # 177161-B006					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	$ -		$ -
2020	Contracts for Prog Svs	102-500731	$ -		$ -
2021	Contracts for Prog Svs	102-500731	$ -		$ -
Subtotal			$ -	$ -	$ -
SUB TOTAL			$ 332,000.00	$ -	$ 332,000.00

TOTAL	$ 19,644,633.00	$ 3,962,024.00	$ 23,606,657.00

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for
Opioid Use Disorder Services

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Wentworth-Douglass Hospital (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 789 Central Avenue, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,769,452

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
4. Delete Exhibit B-2 Access and Delivery Hub for Opioid Use Disorder Services and replace with Exhibit B-2 Amendment #1 Budget.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,.

State of New Hampshire
Department of Health and Human Services

9/4/19
Date

Name: Katja S. Fox
Title: Director

Wentworth-Douglass Hospital

7/31/19
Date

Name: Gregory J Walker
Title: President/CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Strafford on July 31, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

JACQUELYN M SMALL
Name and Title of Notary or Justice of the Peace

My Commission Expires: FEB 1, 2022

JACQUELYN M. SMALL
NOTARY PUBLIC
NEW HAMPSHIRE
MY COMMISSION EXPIRES FEBRUARY 1, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/4/19
Date

Name: CATHERINE PINOS
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).

2.2. The Contractor shall provide residents in the Dover Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.

2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients which the Doorway will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:

2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.

2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.4. Expanding populations for Doorway core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Doorway services.

3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.8.5.3.4. Provision of light snacks not to exceed $3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.8.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

3.1.8.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.8.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks.

3.5.2. Integrated Delivery Networks.

3.5.3. Continuum of Care Facilitators.

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1. Naloxone use.

3.6.2. Emergency Room use.

3.6.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.

3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.5. The Contractor shall notify the Department in writing:

5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.7. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall report sentinel events to the Department as follows:

6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau; which shall include:

6.1.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.2.3. Location, date, and time of the event;

6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.2.6. The identification of any media that had reported the event;

6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed

"Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and

6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.2.1. Diagnoses.

6.2.2. Demographic characteristics.

6.2.3. Substance use.

6.2.4. Services received and referrals made, by provider organization name.

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.

6.2.10. Flexible needs funds used and for what purpose.

6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

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

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Doorway in the Dover Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1: Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets,

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.
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.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
   5.1. Flex funds in the amount of $219,132 for State Fiscal Year 2020.
   5.2. Naloxone funds in the amount of $437,074 for State Fiscal Year 2020.
   5.3. Shelter Respite Voucher funds in the amount of $422,830 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
   7.1. Funds to meet staffing requirements of the contract
   7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
   7.3. Funds to meet the GPRA and reporting requirements of the contract
   7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
   9.1. Payments 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 budget line item.
   9.2. 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.
   9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   9.4. 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.

9.5. 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.

9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed toMelissa.Girard@dhhs.nh.gov.

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

10. 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 approval of the Governor and Executive Council.

11. 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.

New Hampshire Department of Health and Human Services

Contractor: WENTWORTH-DOUGLASS HOSPITAL

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

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	$ 434,171.00	$ -	$ 434,171.00	$ -	$ -	$ -	$ 434,171.00	$ -	$ 434,171.00
2. Employee Benefits	$ 108,543.00	$ -	$ 108,543.00	$ -	$ -	$ -	$ 108,543.00	$ -	$ 108,543.00
3. Consultants	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Repair and Maintenance	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Lab	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Pharmacy	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Medical	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Office	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
7. Occupancy	$ 39,040.00	$ -	$ 39,040.00	$ -	$ -	$ -	$ 39,040.00	$ -	$ 39,040.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
Postage	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00
Subscriptions	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -	$ 3,500.00	$ -	$ 3,500.00
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Insurance	$ 7,000.00	$ -	$ 7,000.00	$ -	$ -	$ -	$ 7,000.00	$ -	$ 7,000.00
Board Expenses	$ 1,604.00	$ -	$ 1,604.00	$ -	$ -	$ -	$ 1,604.00	$ -	$ 1,604.00
9. Software	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	$ -	$ 14,000.00	$ -	$ 14,000.00
10. Marketing/Communications	$ 1,258.00	$ -	$ 1,258.00	$ -	$ -	$ -	$ 1,258.00	$ -	$ 1,258.00
11. Staff Education and Training	$ 12,750.00	$ -	$ 12,750.00	$ -	$ -	$ -	$ 12,750.00	$ -	$ 12,750.00
12. Subcontracts/Agreements	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
13. Other (Naloxone):	$ 437,074.00	$ -	$ 437,074.00	$ -	$ -	$ -	$ 437,074.00	$ -	$ 437,074.00
14. Other (Flex Funds):	$ 219,132.00	$ -	$ 219,132.00	$ -	$ -	$ -	$ 219,132.00	$ -	$ 219,132.00
15. Other (Corporate Support):	$ 80,000.00	$ -	$ 80,000.00	$ -	$ -	$ -	$ 80,000.00	$ -	$ 80,000.00
16. Shelter Respite Voucher Funds	$ 422,830.00	$ -	$ 422,830.00	$ -	$ -	$ -	$ 422,830.00	$ -	$ 422,830.00
TOTAL	$ 1,806,752.00	$ -	$ 1,806,752.00	$ -	$ -	$ -	$ 1,806,752.00	$ -	$ 1,806,752.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials

Date 7/31/19

OCT23'18 11.10 DAS

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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
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 17, 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 **sole source** agreements with the eight (8) vendors listed below, in an amount not to exceed $16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	$1,559,611
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	$1,845,257
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton. NH 03561	$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	$1,890,416
		Total	**$16,606,487**

Funds are available in the following account(s) 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 the 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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92057040	$8,281,704
SFY 2020	102-500731	Contracts for Prog Svc	92057040	$7,992,783
SFY 2021	102-500731	Contracts for Prog Svc	92057040	$0
			Sub-Total	***$16,274,487***

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92052561	$332,000
SFY 2020	102-500731	Contracts for Prog Svc	92052561	$0
SFY 2021	102-500731	Contracts for Prog Svc	92052561	$0
			Sub-Total	***$332,000***
			Grand Total	**$16,606,487**

EXPLANATION

This request is **sole source** because the Department is seeking to restructure its service delivery system in order for individuals to have more rapid access to opioid use disorder (OUD) services. The vendors above have been identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the service restructure. Presently, the Department funds a separate contract with Granite Pathways through December 31, 2018 for Regional Access Points, which provide screening and referral services to individuals seeking help with substance use disorders. The Department is seeking to re-align this service into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. The establishment of nine (9) Regional Hubs (hereafter referred to as Hubs) is critical to the Department's plan.

The Hubs will ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders. The statewide telephone coverage will be accomplished

evaluations for substance use disorders. The statewide telephone coverage will be accomplished through a collaborative effort among all of the Hubs for overnight and weekend access to a clinician, which will be presented to the Governor and Executive Council at the November meeting. The Hubs will be situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors will be responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

In the cities of Manchester and Nashua, given the maturity of the Safe Stations programs as access points in those regions, Granite Pathways, the existing Regional Access Point contractor, was selected to operate the Hubs in those areas to ensure alignment with models consistent with ongoing Safe Station's operations. To maintain fidelity to existing Safe Stations operations, Granite Pathways will have extended hours of on-site coverage from 8am-11pm on weekdays and 11am-11pm on weekends.

The Hubs will receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers will also be able to directly contact their local Hub for services. The Hubs will refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

Funds for each Hub were determined based on a variety of factors, including historical client data from Medicaid claims and State-funded treatment services based on client address, naloxone administration and distribution data, and hospital admissions for overdose events. Funds in these agreements will be used to establish the necessary infrastructure for Statewide Hub access and to pay for naloxone purchase and distribution. The vendors will also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items 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.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services 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 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 Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

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

Financial Detail

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			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 805,133.00
2020	Contracts for Prog Svs	102-500731	$ 738,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,611.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 947,662.00
2020	Contracts for Prog Svs	102-500731	$ 897,595.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,845,257.00**
Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 4,708,703.00**
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 815,000.00
2020	Contracts for Prog Svs	102-500731	$ 741,101.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,556,101.00**
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,000.00
2020	Contracts for Prog Svs	102-500731	$ 773,000.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,000.00**

Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 730,632.00
2020	Contracts for Prog Svs	102-500731	$ 813,156.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,543,788.00**
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 820,133.00
2020	Contracts for Prog Svs	102-500731	$ 773,478.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,593,611.00**
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 962,700.00
2020	Contracts for Prog Svs	102-500731	$ 927,716.00
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 1,890,416.00**

SUB TOTAL			**$ 16,274,487.00**

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT			
100% Federal Funds			
Activity Code: 92052561			
Androscoggin Valley Hospital, Inc			
Vendor # TBD			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ 16,000.00**
Concord Hospital, Inc			
Vendor # 177653-B003			
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			**$ -**

Financial Detail

Granite Pathways			
Vendor # 228900-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ 300,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ 300,000.00
Littleton Regional Hospital			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ 16,000.00
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ 16,000.00
LRGHealthcare			
Vendor # TBD			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
Mary Hitchcock Memorial Hospital			
Vendor # 177651-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
The Cheshire Medical Center			
Vendor # 155405-B001			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
Wentworth-Douglas Hospital			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2019	Contracts for Prog Svs	102-500731	$ -
2020	Contracts for Prog Svs	102-500731	$ -
2021	Contracts for Prog Svs	102-500731	$ -
Subtotal			$ -
SUB TOTAL			$ 332,000.00

TOTAL	$ 16,606,487.00

FORM NUMBER P-37 (version 5/8/15)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-08)

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 WENTWORTH-DOUGLASS HOSPITAL		1.4 Contractor Address 789 Central Avenue, Dover, NH, 03820	
1.5 Contractor Phone Number (603) 742-5252	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $1,890,416
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory GREGORY J. WALKER PRESIDENT & CEO	

1.13 Acknowledgement: State of New Hampshire County of Strafford

On October 18, 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]

JACQUELINE L. ESTABROOK, Notary Public
My Commission Expires September 13, 2022

1.13.2 Name and Title of Notary or Justice of the Peace
Jacqueline L. Estabrook

1.14 State Agency Signature Date: 10/19/18	1.15 Name and Title of State Agency Signatory Katja 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: On: 10/19/18

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

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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 [illegible]
Date 12/8/14

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 10/9/17

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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, 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.

2. Scope of Work

2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).

2.2. The Contractor shall provide residents in the Dover Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.

2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.

2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.

2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.

2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.

2.5.2. The data and the centralized database shall be the property of the Department.

2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.

2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.

2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.

2.7.1.4. Expanding populations for Hub core services.

2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.

2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:

2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:

2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;

2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;

2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.

2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.

2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:

2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.

2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.

2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Hub Activities

3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

3.1.1. A physical location for clients to receive face-to-face services.

3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.

3.1.3. Screening to assess an individual's potential need for Hub services.

3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:

3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.

3.1.5. Clinical evaluation including:

3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.

3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).

3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.

3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:

3.1.6.1. Determination of an initial ASAM level of care.

3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:

3.1.6.2.1. Physical health needs.

3.1.6.2.2. Mental health needs.

3.1.6.2.3. Need for peer recovery support services.

3.1.6.2.4. Social services needs.

3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.

3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;

3.1.6.4.2. Recovery support services, as needed by the client; and/or

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

3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:

3.1.7.1. Veterans and/or service members.

3.1.7.2. Pregnant women.

3.1.7.3. DCYF involved families.

3.1.7.4. Individuals at-risk of or with HIV/AIDS.

3.1.7.5. Adolescents.

3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:

3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.

3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.

3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.

3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:

3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:

3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.

3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.

3.1.8.5.3.3. Recovery housing vouchers.

3.1.8.5.3.4. Childcare.

3.1.8.5.3.5. Transportation.

3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).

3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Three (3) months post intake into Hub services.

3.1.9.6.3. Six (6) months post intake into Hub services.

3.1.9.6.4. Upon discharge from the initially referred service.

3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars ($30) in value.

3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.

3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.

3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.

3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.

3.2.3. Telephonic services to be provided include, at a minimum:

3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.

3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.

3.2.3.3. Screening.

3.2.3.4. Coordinating with shelters or emergency services, as needed.

3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.

3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.

3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.

3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.

3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:

3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.

3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215.

3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:

3.5.1. Regional Public Health Networks

3.5.2. Integrated Delivery Networks

3.5.3. Continuum of Care Facilitators

3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:

3.6.1.1. Naloxone use.

3.6.1.2. Emergency Room use.

3.6.1.3. Overdose related fatalities.

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders. .

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1.1. For all clinical staff:

5.3.1.1.1. Suicide prevention and early warning signs.

5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

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

5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf.

5.3.1.2.4. An approved ethics course within twelve (12) months of hire.

5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.1.5.1. The contract requirements.

5.3.1.5.2. All other relevant policies and procedures provided by the Department.

5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.4. The Contractor shall notify the Department in writing:

5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.5.1. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:

6.1.1. Diagnoses.

6.1.2. Demographic characteristics.

6.1.3. Substance use.

6.1.4. Services received and referrals made, by provider organization name.

6.1.5. Types of MAT received.

6.1.6. Length of stay in treatment.

6.1.7. Employment status.

6.1.8. Criminal justice involvement.

6.1.9. Housing.

6.1.10. Flexible needs funds used and for what purpose.

6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Dover Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets.

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers 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.

9.3. The Contractor and/or referred providers shall ensure that clients 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.

9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

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

9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Methods and Conditions Precedent to Payment

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.

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.

3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685.

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

5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.

6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than $50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.

7. The Contractor shall not use funds to pay for bricks and mortar expenses.

8. The Contractor shall include in their budget, at their discretion the following:

   8.1. Funds to meet staffing requirements of the contract

   8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts

   8.3. Funds to meet the GPRA and reporting requirements of the contract

   8.4. Funds to meet staff training requirements of the contract

9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.

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

    10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed $500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.

    10.2. Payment beyond start-up costs 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.

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

10.4. 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.

10.5. 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.

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

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

10.8. 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 approval of the Governor and Executive Council.

11. 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.

New Hampshire Department of Health and Human Services

Contractor: WENTWORTH-DOUGLASS HOSPITAL

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 18 (G&C Approval - 6/30/2018)

Line Item	Total Program Cost Direct	Total Program Cost Indirect	Total Program Cost Total	Contractor/Share/Match Direct	Contractor/Share/Match Indirect	Contractor/Share/Match Total	Funded by DHHS Direct
1. Total Salary/Wages	$ 486,525.00	$ -	$ 486,525.00	$ -	$ -	$ -	$ 486,525.
2. Employee Benefits	$ 118,631.00	$ -	$ 118,631.00	$ -	$ -	$ -	$ 118,631.
3. Consultants	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.
Repair and Maintenance	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.
Purchase/Depreciation	$ 11,600.00	$ -	$ 11,600.00	$ -	$ -	$ -	$ 11,600.
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.
Lab	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.
Pharmacy	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.
Medical	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.
Office	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.
7. Occupancy	$ 39,040.00	$ -	$ 39,040.00	$ -	$ -	$ -	$ 39,040.
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.
Postage	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.
Subscriptions	$ 3,600.00	$ -	$ 3,600.00	$ -	$ -	$ -	$ 3,600.
Audit and Legal	$ 20,000.00	$ -	$ 20,000.00	$ -	$ -	$ -	$ 20,000.
Insurance	$ 7,000.00	$ -	$ 7,000.00	$ -	$ -	$ -	$ 7,000.
Board Expenses	$ 1,604.00	$ -	$ 1,604.00	$ -	$ -	$ -	$ 1,604.
9. Software	$ 29,000.00	$ -	$ 29,000.00	$ -	$ -	$ -	$ 29,000.
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.
11. Staff Education and Training	$ 12,750.00	$ -	$ 12,750.00	$ -	$ -	$ -	$ 12,750.
12. Subcontracts/Agreements	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.
13. Other (Naloxone):	$ 75,000.00	$ -	$ 75,000.00	$ -	$ -	$ -	$ 75,000.
14. Other (Flex Funds):	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.
15. Other (Corporate Support):	$ 100,000.00	$ -	$ 100,000.00	$ -	$ -	$ -	$ 100,000.
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 982,700.00	$ -	$ 982,700.00	$ -	$ -	$ -	$ 982,700.
Indirect As A Percent of Direct		0.0%					

New Hampshire Department of Health and Human Services

Contractor: WENTWORTH-DOUGLASS HOSPITAL

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services

Budget Period: SFY 20 (7/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded
	Direct	Indirect	Total	Direct	Indirect	Total	Direct
1. Total Salary/Wages	$ 434,171.00	$ -	$ 434,171.00	$ -	$ -	$ -	$ 434,171.00
2. Employee Benefits	$ 108,543.00	$ -	$ 108,543.00	$ -	$ -	$ -	$ 108,543.00
3. Consultants	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Repair and Maintenance	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Lab	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00
Pharmacy	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00
Medical	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00
Office	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
7. Occupancy	$ 39,040.00	$ -	$ 39,040.00	$ -	$ -	$ -	$ 39,040.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00
Postage	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00
Subscriptions	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -	$ 3,500.00
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Insurance	$ 7,000.00	$ -	$ 7,000.00	$ -	$ -	$ -	$ 7,000.00
Board Expenses	$ 1,804.00	$ -	$ 1,804.00	$ -	$ -	$ -	$ 1,804.00
9. Software	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	$ -	$ 14,000.00
10. Marketing/Communications	$ 1,258.00	$ -	$ 1,258.00	$ -	$ -	$ -	$ 1,258.00
11. Staff Education and Training	$ 12,750.00	$ -	$ 12,750.00	$ -	$ -	$ -	$ 12,750.00
12. Subcontracts/Agreements	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
13. Other (Naloxone):	$ 150,000.00	$ -	$ 150,000.00	$ -	$ -	$ -	$ 150,000.00
14. Other (Flex Funds):	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
15. Other (Corporate Support):	$ 80,000.00	$ -	$ 80,000.00	$ -	$ -	$ -	$ 80,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 927,716.00	$ [illegible]	$ 927,716.00	$ -	$ -	$ -	$ 927,716.00

Indirect As A Percent of Direct: 0.0%

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. Conditional Nature of Agreement.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

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 disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, 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, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right 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:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

Contractor Initial
Date 10/18/18

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 (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (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:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

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:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Remainder of page intentionally left blank.

Contractor Initials

Date 10/18/18

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:

10/18/18
Date

Name: GREGORY J. WALKER
Title: PRESIDENT & CEO

FORM A

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

1. The DUNS number for your entity is: 069909281

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

A. Retention

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

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor and will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

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

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with– the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov