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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

May 12, 2017

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 to exercise a renewal to an existing agreement with Concord Hospital, Inc. (Vendor # 177653-B003), 250 Pleasant Street, Concord, NH 03301, for the provision of laboratory, pathology and employee health services for the Division of Public Health Services by increasing the price limitation by \$555,000 from \$655,000 to \$1,210,000, and extending the contract end date from June 30, 2017 to June 30, 2019, effective upon Governor and Executive Council approval. The original agreement was approved by the Governor and Executive Council on April 22, 2015, Item #22 and amended by an agreement approved by the Governor and Executive Council on April 24, 2016 (Item #17). 29% Federal funds. 32% General Funds, 39% Other Funds (Provider Fees)

Funds are anticipated to be available in State Fiscal Years 2018 and 2019.

05-095-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES

State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Modified Amount
2015	101-500729	Medical Providers	94057300	\$129,000	\$0	\$129,000
2016	101-500729	Medical Providers	94057300	\$258,000	\$0	\$258,000
2017	101-500729	Medical Providers	94057300	\$258,000	\$0	\$258,000
2018	101-500729	Medical Payments to Providers	94057300	\$0	\$260,000	\$260,000
2019	101-500729	Medical Payments to Providers	94057300	\$0	\$270,000	\$270,000
			SubTotal	\$645,000	\$530,000	\$1,175,000

05-95-90-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH EMERGENCY PREPAREDNESS - EBOLA

State Fiscal Year	Class/ Object	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Modified Amount
2017	102-500731	Contracts for Prog Svc	90027030	\$10,000	\$0	\$10,000
			SubTotal	\$10,000	\$0	\$10,000

010-090-902510-7545 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH EMERGENCY PREPAREDNESS

State Fiscal Year	Class/ Object	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Modified Amount
2018	102-500731	Contracts for Prog Svc	90077410	\$0	\$5,000	\$5,000
2019	102-500731	Contracts for Prog Svc	90077410	\$0	\$5,000	\$5,000
			SubTotal	\$0	\$10,000	\$10,000

05-95-90-903010-8280 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, BIOMONITORING GRANT

State Fiscal Year	Class/ Object	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Modified Amount
2018	102-500731	Contracts for Prog Svc	90082801	\$0	\$10,000	\$10,000
2019	102-500731	Contracts for Prog Svc	90082801	\$0	\$5,000	\$5,000
			SubTotal	\$0	\$15,000	\$15,000
			Total	\$655,000	\$555,000	\$1,210,000

EXPLANATION

The purpose of this request is to amend an existing agreement to extend the Completion Date, increase the Price Limitation, and expand the scope of services to include additional employee health services and autopsy services. The agreement currently provides health services for New Hampshire Hospital employees, which are necessary for public health employees due to the possible exposures to various biological agents and/or chemicals and health hazards encountered while completing their daily job duties.

The health services provided by the vendor include screenings and testing for chemical exposure, infectious and communicable diseases and/or recognized illnesses such as Hepatitis B, Mumps and drug resistant Tuberculosis. Services also include offering immunizations to employees when necessary. In addition, the vendor shall provide all pathology and laboratory services, which include laboratory services that meet the requirements of The Joint Commission, the Clinical Laboratory Improvement Act of 1988 (CLIA), as amended, or any other applicable accrediting bodies.

This contract was competitively bid. The Request for Applications was posted to the Department's website on October 2, 2014 through October 30, 2014. Two (2) proposals were received. The applications were evaluated by staff with knowledge of the program requirements. Concord Hospital was selected.

The Department is satisfied with the services provided by the vendors and is requesting a renewal for an additional two (2) years of service. The original agreement allowed for the provision of these services for two (2) years, with the option to renew for up to four (4) additional years, based upon continued availability of funding, satisfactory vendor performance, and approval of the Governor and Executive Council. This amendment shall renew the contract for two (2) years, leaving two (2) additional years of renewal.

As stated in Exhibit A of the contract, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

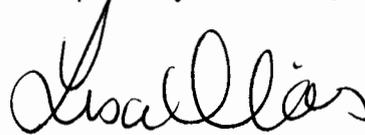
Should the Governor and Executive Council determine not to approve this request, Public Health employees and the people they come into contact with, would not have access to screenings and testing for the possible exposure to the health hazards they routinely encounter in their work environment.

Area Served: Statewide

Source of Funds: New Hampshire Hospital: 39% Other Funds (Medicare, Medicaid & third party insurance), 32% General Funds and 29% Federal Funds made available under the Social Security Act, Section 1923, Payment for Inpatient Hospital Services Furnished by Disproportionate Share Hospitals and for DPHS: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, Catalog of Federal Domestic Assistance (CFDA) #93.074, Federal Award Identification Number (FAIN) U90TP000535

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

Respectfully submitted,



Lisa Morris
Director



Approved by:

Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 22, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

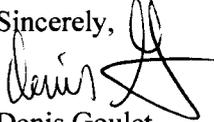
Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Concord Hospital, Inc. (Vendor # 177653-B003) of Concord, NH, as described below and referenced as DoIT No. 2015-075B.

The requested action authorizes the Department of Health and Human Services to enter into a contract amendment with Concord Hospital, Inc. to provide Laboratory and Pathology Services. These services will include autopsy services, routine and special testing of blood samples to detect disease and other medical problems that affect the health of New Hampshire Hospital's (NHH) patients and Employee Health Services. Additionally, Concord Hospital will ensure that data is provided to New Hampshire Hospital in a computerized form and in sufficient detail for NHH to bill Medicare, Medicaid or other payers.

The funding amount for this amendment is \$555,000.00, increasing the current contract from \$655,000.00 to \$1,210,000.00. The contract shall become effective upon Governor and Council approval through June 30, 2019.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2015-075B

cc: Bruce Smith, IT Manager, DoIT



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Laboratory and Pathology Services and Employee Health Services Contract**

This second (2nd) Amendment to the Laboratory and Pathology Services and Employee Health Services contract (hereinafter referred to as "Amendment #2") dated this 17th day of April, 2017, 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 (hereinafter referred to as "the Contractor"), a nonprofit corporation 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 April 22, 2015 (Item #22), and amended by an agreement (Amendment #1 to the Contract) approved by the Governor and Executive Council on August 24, 2016 (Item #17), 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 the General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, the State may at its sole discretion, renew services for up to four additional years subject to by written agreement of the parties;

WHEREAS, the parties agree to renew services for two years, increase the price limitation, and modify the Scope of Work; 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 the contract as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$1,210,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9246
5. Delete Exhibit A and replace with Exhibit A – Amendment #2.
6. Add Subparagraph 5.4.6 to Exhibit B, Method and Conditions Precedent to Payment, as follows:
5.4.6 Urine Creatinine, random \$6.10
7. Add Exhibit B-2, Therapeutic Drug Monitoring Fee Schedule.
8. Add Exhibit B-3, Laboratory Fee Schedule.
9. Add Exhibit B-4, Occupational Health Services and Costs.

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

5/17/17
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
Lisa Morris
Director

5/11/2017
Date

Concord Hospital
[Signature]
NAME Robert P. Steigmeyer
TITLE President + CEO

Acknowledgement:

State of New Hampshire County of Merrimack on 5-11-17, before the undersigned officer, personally appeared the person identified 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

[Signature]
Name and Title of Notary or Justice of the Peace



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



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

OFFICE OF THE ATTORNEY GENERAL

6/5/2017
Date

Nancy J. Smith
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. The Contractor shall perform all laboratory and pathology services required by New Hampshire Hospital (the Hospital) including autopsy services and provide employee and occupational health services.
2. The Contractor 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.
3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

4. Laboratory and Pathology Services:

- 4.1. The Contractor shall provide all pathology and laboratory services, which include laboratory services referenced, that meet the requirements of The Joint Commission, the Clinical Laboratory Improvement Act of 1988 (CLIA), as amended, or any other applicable accrediting bodies.
- 4.2. The Contractor shall notify the Hospital in writing within five (5) working days after receiving notification that:
 - 4.2.1. Any of the above-mentioned services do not meet these requirements; or
 - 4.2.2. The Contractor as a whole did not meet The Joint Commission or any other applicable accrediting agencies requirements.
- 4.3. The Contractor shall provide all consumable supplies necessary to conduct all tests described in this contract, at no additional cost to the Hospital.
 - 4.3.1. Materials may be ordered on the supply order form or by phoning the laboratory directly.
 - 4.3.1.1. Materials will be delivered on the next courier run after the receipt of the request.
- 4.4. The Contractor shall perform all pathology and laboratory services at the Contractor's facility or a reference laboratory that meets the aforementioned requirements. The Contractor shall notify the Hospital of any change in reference laboratories.
- 4.5. The Contractor shall be responsible for the following frequency of lab tests, performance, and pick- ups:
 - 4.5.1. Routine tests are to be performed once daily, potentially seven (7) days per week, except for chemistry profiles on Thanksgiving, Christmas, and New Year's Day;

Exhibit A-Amendment #2



- 4.5.2. Routine surgical pathology is to be completed daily, Monday through Friday;
- 4.5.3. STAT specimens shall be picked up upon request, at the Hospital specified locations, via courier as needed twenty-four (24) hours per day, seven (7) days per week. The Hospital shall pay the Contractor \$25.00 per visit for STAT pick-ups that fall outside the routine and additional pick-up times as specified below.
- 4.5.4. All STAT tests are to be performed within one (1) hour of receipt of specimen.
- 4.5.5. Routine pick-ups for specimens up to three (3) times per day, Monday through Friday, at 8:30 am, 11:30 am, and 4:00 pm and one (1) routine pick-up on Saturdays;
 - 4.5.5.1. No routine pick-ups on major holidays:
 - 4.5.5.1.1. New Year's Day;
 - 4.5.5.1.2. Memorial Day;
 - 4.5.5.1.3. Independence Day;
 - 4.5.5.1.4. Labor Day;
 - 4.5.5.1.5. Thanksgiving Day; and
 - 4.5.5.1.6. Christmas Day.
- 4.5.6. Additional pick-ups for specimens shall be made at 2:30 p.m., Monday through Friday and 9:00 a.m., based on telephone calls notifying the Contractor that the specimens are ready.
- 4.6. The Contractor shall determine through visual inspection prior to testing a specimen whether its' handling is in compliance with protocol and valid test results are possible. When a specimen is rejected:
 - 4.6.1. The Contractor shall not conduct that test and must immediately notify the appropriate Hospital patient care unit; and
 - 4.6.2. Notify the Hospital's clinical laboratory liaison, each month, through the established reporting process with the reason for rejection.
- 4.7. The Contractor shall perform routine assays on the day of specimen receipt.
 - 4.7.1. The Contractor shall deliver results to the Hospital by 4:00 p.m. that same day.
 - 4.7.2. STAT testing is reported within one (1) hours of receipt at the contractor's lab.
 - 4.7.3. Printed copies of all laboratory results shall be forwarded to the appropriate clinician for review and to the Infection Control Practitioner (ICP).

Exhibit A-Amendment #2



- 4.7.4. Turn-around time shall be maintained in a manner suitable to the clinical situation in which the tests are requested.
- 4.8. The Contractor shall provide autopsy services, seven (7) days per week, including but not limited to;
- 4.8.1. A pathologist on call seven (7) days per week;
 - 4.8.2. Delivery and pickup of the remains through a local licensed funeral home;
 - 4.8.3. A provisional anatomic diagnosis within seventy-two (72) hours; and
 - 4.8.4. A complete report and diagnosis provided to the Hospital within sixty (60) days.
- 4.9. The Contractor shall perform and report emergency or abnormal test results or others requested by a physician:
- 4.9.1. In a timely fashion consistent with clinical appropriateness;
 - 4.9.1.1. Critical results will be called with fifteen (15) minutes of verification.
 - 4.9.2. To the patient care unit or directly to the practitioner by;
 - 4.9.2.1. Calling and/or faxing, except on weekends; and
 - 4.9.2.2. Followed by printed copies for the medical record.
- 4.10. The Contractor shall report laboratory results on a standard form approved by the Hospital which includes:
- 4.10.1. The date and time a specimen was collected;
 - 4.10.2. The date and time a specimen was received by the laboratory and completed;
 - 4.10.3. The technologist's initials; and
 - 4.10.4. The pathologist's review, where appropriate.
- 4.11. The Contractor shall provide access and the ability to collect and print lab results on-line at no additional cost to the Hospital.
- 4.11.1. Access to on-line laboratory results is through a secure Physician Portal.
 - 4.11.2. The Contractor and the Hospital shall cooperate in the development of enhancements to computerized reporting systems.
- 4.12. The Contractor shall notify the Infection Control Practitioner (ICP), within (1) working day, of any laboratory findings that indicate a disease reportable to the NH Division of Public Health Services.
- 4.13. The Contractor shall provide the antimicrobial susceptibility summary annually to the Infection Control Practitioner (ICP).
- 4.14. The Contractor shall provide Phlebotomy services, including the transportation of collected specimens at no additional cost to the Hospital on a mutually agreed routine schedule to collect difficult draws.

Exhibit A-Amendment #2



- 4.15. The Contractor shall establish a standard of practice for obtaining and processing specialized phlebotomy draws, such as, arterial blood gases, and ammonia blood levels.
- 4.15.1. The Contractor will provide a Laboratory Services Handbook and on-line access to the Hospital for standards of practice for specialized phlebotomy draws.
- 4.16. The Contractor shall provide call back on STAT phlebotomy upon request and have a charge as specified in Exhibit B. The transporting of these STAT collected specimens to the Contractor's laboratory shall be at no additional cost to the Hospital.
- 4.16.1. Phlebotomists employed by the Contractor will perform a venipuncture for the process of obtaining blood, from veins only.
- 4.16.2. Patients requiring arterial blood gasses shall be transported to Concord Hospital for the arterial venipuncture by qualified staff from the Respiratory Therapy Department.
- 4.17. The Contractor shall perform therapeutic drug monitoring including active metabolites on the substances based on the fee schedule established in Exhibit B-2.
- 4.17.1. Turn-around times shall range from twenty-four (24) hours to up to seven (7) days from the time samples are received at the testing laboratory to the forwarding of results.
- 4.17.1.1. All antipsychotic and antidepressant drug monitoring shall be through use of High Performance Liquid Chromatographic (HPLC) techniques using both ultraviolet and electro-chemical detection.
- 4.17.2. Laboratory methodology shall include:
- 4.17.2.1. Detection;
- 4.17.2.2. Identification; and measurement of psychoactive metabolites of all samples submitted.
- 4.17.3. Levels of parent drug and relevant active metabolites shall be included in direct and follow-up reports.
- 4.18. The Contractor shall provide in-services training for nursing or other personnel at no charge to the Hospital. This shall include, but is not limited to:
- 4.18.1. Any changes related to laboratory services.
- 4.18.2. Education related to equipment supplied.
- 4.18.3. Any changes in collection practices.
- 4.18.4. Continuing education conferences of interest, which are held at Concord Hospital for the physician community, nursing community, and/or the infection prevention practitioner.

Exhibit A-Amendment #2



- 4.19. The Contractor shall provide up to six (6) yearly continuing education conferences, as agreed upon by the Hospital and the Contractor.
- 4.20. The Contractor shall supply appropriate requisition forms to the Hospital at no additional cost.
- 4.21. The Contractor shall ensure that data provided to the Hospital is in a computerized form and is in sufficient detail for the Hospital to bill Medicare, Medicaid or other payors. The Contractor shall provide a compact disc with the following information for billing purposes:
 - 4.21.1. Patient name;
 - 4.21.2. Date of service;
 - 4.21.3. New Hampshire Hospital Medical Record Number;
 - 4.21.4. New Hampshire Hospital location,
 - 4.21.5. CPT-4 Code;
 - 4.21.6. Diagnosis 1;
 - 4.21.7. Diagnosis 2;
 - 4.21.8. Description of service (test description and Concord Hospital order SIM number);
 - 4.21.9. Units of service performed;
 - 4.21.10. Price and price extension; and
 - 4.21.11. Ordering physician's name.
- 4.22. The Contractor shall meet with the Hospital once per quarter and as necessary to discuss the quality and appropriateness of services, and mutually resolve identified problems.
- 4.23. The Contractor shall provide the Hospital with information regarding the objective criteria, such as, a quality control surveillance program, established to review and monitor the services provided to the Hospital.
- 4.24. The Contractor shall serve as a reference laboratory for the Public Health Laboratories as needed. The Contractor shall submit an invoice to the Public Health Laboratories for services provided, based on the fee schedule established in Exhibit B-3.

5. Employee Health Services

- 5.1. The Contractor shall provide employee health services, for New Hampshire Hospital and the Division of Public Health Services charged as specified in Exhibit B-4, which include but are not limited to:
 - 5.1.1. Complying with employee health policies in accordance with Occupational Safety and Health Administration (OSHA), blood borne pathogen standards, and U.S. Public Health Services guidelines.

Exhibit A-Amendment #2



- 5.1.2. Screening employees for communicable and infectious diseases, as requested by the New Hampshire Hospital and/or the Division of Public Health Services, including but not limited to:
 - 5.1.2.1. Hepatitis B,
 - 5.1.2.2. Measles,
 - 5.1.2.3. Mumps,
 - 5.1.2.4. Pertussis,
 - 5.1.2.5. Rabies,
 - 5.1.2.6. Rubella,
 - 5.1.2.7. Tuberculosis, and
 - 5.1.2.8. Varicella.
- 5.1.3. Screening employees for occupational exposure to chemicals, including but not limited to heavy metals and lead.
- 5.1.4. Referring employees showing any signs of potential added risk in the performance of their job duties to their Personal Care Physician.
- 5.1.5. Conducting pre-placement and/or physical screening, as appropriate, including but not limited to:
 - 5.1.5.1. Medical and occupational history review,
 - 5.1.5.2. Respirator medical clearance exams, and
 - 5.1.5.3. Visual color discrimination exams.
- 5.1.6. Conducting physical capacity exams, as appropriate, that shall not duplicate exams performed under the workers' compensation program for:
 - 5.1.6.1. Newly transferred employees;
 - 5.1.6.2. New employees;
 - 5.1.6.3. Those returning after injury or major illness; and
 - 5.1.6.4. Employees with performance problems, as requested by New Hampshire Hospital and/or the Division of Public Health Services.
- 5.1.7. Providing immunization or screening in accordance with Occupational Safety Health Administration (OSHA) blood borne pathogen standard and with the CDC recommendations regarding the Immunization of Health Care Workers.
- 5.1.8. Providing immunizations against diseases, per request of New Hampshire Hospital and/or the Division of Public Health Services, including but not limited to the ones listed in 4.1.2.

Exhibit A-Amendment #2



- 5.1.9. Following-up exposures to blood borne pathogens, infectious and communicable diseases, and other health exposures, as requested by the New Hampshire Hospital and/or Division of Public Health Services.
- 5.1.10. Providing chest radiographic services for employees who present with a positive Tuberculin Skin Test (TST).
- 5.1.11. Forwarding all of the aforementioned documentation for New Hampshire Hospital employees to the New Hampshire Hospital's Human Resources Department at 36 Clinton Street, Concord NH 03301.
- 5.1.12. Forwarding all of the aforementioned documentation for Division of Public Health Services employees to the Administrator II at the Department of Health and Human Services, Human Resources, 129 Pleasant Street, Concord NH 03301.
- 5.1.13. Providing access and the ability to collect and print lab results.
- 5.1.14. Attending quarterly meetings with New Hampshire Hospital Infection Prevention.
- 5.1.15. Maintaining current health records on all referrals from the New Hampshire Hospital and the Division of Public Health Services. Records shall contain at minimum:
 - 5.1.15.1. Verification of all services requested; and
 - 5.1.15.2. Result/findings of the above request (including any declination forms).

6. Staffing

- 6.1. The Contractor shall ensure that employees who will be present on the Hospital campus:
 - 6.1.1. Have documentation of a criminal background check, which demonstrates not criminal offences;
 - 6.1.2. Are available to complete a thirty (30) minute NHH orientation regarding patient confidentiality and boundaries; and
 - 6.1.3. Have certification, training regarding blood borne pathogens (in accordance to the OSHA blood borne pathogen standard), and competency to perform the duties in Sections 3 and 4 of the Scope of Services.

7. Reporting

- 7.1. The Contractor shall submit a quarterly Specimen Collection Quality Assurance Report. Copies of the report shall be sent via email to the Director of Standards and Quality Management, the Infection Prevention Practitioner, and the Hospital Clinical Laboratory Liaison at New Hampshire Hospital, and shall include:
 - 7.1.1. The number of each test and profile performed;

Exhibit A-Amendment #2



- 7.1.2. A list, by patient, of the tests or profiles completed;
 - 7.1.3. A list, by practitioner, of tests and profiles ordered;
 - 7.1.4. A list, by dates and times, of the additional courier call-backs, and the associated costs;
 - 7.1.5. A list, by patient, of all rejected specimens; and
 - 7.1.6. Other reports upon request, which includes but is not limited to a summary of reported issues.
- 7.2. The Contractor shall provide a minimum of ten (10) copies of the Specimen Collection Manual (One to each of the six (6) patient care units and others as designated), with updates as necessary at no additional cost to New Hampshire Hospital.
- 7.2.1. One copy shall be sent via e-mail to the New Hampshire Hospital Infection Prevention Department.
 - 7.2.2. Any infection prevention communication shall be sent via email to the Infection Prevention Department.
- 7.3. The Contractor shall provide a quarterly statistical summary of all Employee and Occupational Health Services to the NHH Human Resource Coordinator II and to Administrator II at DHHS, Human Resources, which shall include but not be limited to:
- 7.3.1. Name of Employee;
 - 7.3.2. Date of service;
 - 7.3.3. Type of test which includes but is not limited to:
 - 7.3.3.1. Pre-hire;
 - 7.3.3.2. Physical capacity;
 - 7.3.3.3. Worker's compensation;
 - 7.3.3.4. Return to work;
 - 7.3.4. Immunization type; and
 - 7.3.5. Cost.

<u>Generic Name</u>	<u>Trade Name</u>	<u>CPT code</u>	<u>Fees</u>	<u>TAT *</u> <u>(business days)</u>
<u>Antidepressant Drugs</u>				
bupropion	Wellbutrin	80338	\$ 40.40	1-5 days
citalopram	Celexa	80332	\$ 157.00	3-10 days
clomipramine	Anafranil	80335	\$ 42.00	5-8 days
duloxetine	Cymbalta	80332	\$ 197.00	7-10 days
escitalopram	Lexapro	80332	\$ 164.00	3-10 days
fluoxetine	Prozac	80332	\$ 20.00	1-5 days
fluvoxamine	Luvox	80332	\$ 121.00	3-10 days
paroxetine	Paxil	80332	\$ 111.10	3-10 days
sertraline	Zoloft	80332	\$ 61.00	1-5 days
trazodone	Desyrel	80332	\$ 51.00	5-8 days
venlafaxine	Effexor	80338	\$ 56.70	5-8 days
<u>Mood Stabilizers</u>				
carbamazepine	Tegretol	80156	\$ 12.50	1-4 days
gabapentin	Neurontin	80171	\$ 20.00	1-2 days
lamotrigine	Lamictal	80175	\$ 11.80	1-5 days
oxcarbazepine	Trileptal	80183	\$ 24.60	1-2 days
tiagabine	Gabitril	80199	\$ 75.90	3-5 days
topiramate	Topamax	80201	\$ 39.50	1-5 days

<u>Generic Name</u>	<u>Trade Name</u>	<u>CPT code</u>	<u>Fees</u>	<u>TAT *</u> <u>(business days)</u>
Antipsychotic Drugs				
aripiprazole	Abilify	80342	\$ 56.70	7-10 days
chlorpromazine	Thorazine	80342	\$ 60.70	1-5 days
clozapine	Clozaril	80159	\$ 13.00	1-2 days
fluphenazine	Prolixin	80342	\$ 61.30	1-5 days
haloperidol	Haldol	80173	\$ 27.70	1-4 days
olanzapine	Zyprexa	80342	\$ 70.80	1-5 days
paliperidone	(NEW PER USAGE)	80342	\$ 25.70	1-5 days
perphenazine	Trilafon	80342	\$ 61.30	1-3 days
quetiapine	Seroquel	80342	\$ 124.30	1-5 days
risperidone	Risperdal	80342	\$100.00	3-10 days
thiothixene	Navane	80342	\$ 32.50	1-4 days
ziprasidone	Geodon	80342	\$ 56.70	3-10 days

* TAT = Turn around time

2017 Soft Code	2017 Test Description	Charge Code	CPT code	SFY18-SFY20Fee
9220A	B. Burgdorferi, IgG WB	9220	86617	\$ 71.60
9220B	B. Burgdorferi, IgM WB	9220	86617	\$ 71.60
ABO	ABO Group	3800	86900	\$ 4.10
ABSG	Antibody Screen	3010	86850	\$ 11.80
ACETA	Acetaminophen	8302	82003	\$ 7.70
ACETN	Acetone	8311	82009	\$ 5.30
ADOLA	Aldolase, Serum	9207	82085	\$ 14.20
AFBCX	AFB Culture	4212	87116	\$ 12.60
AFBST	AFB Stain	4213	87206	\$ 6.30
ALB	Albumin	7380	82040	\$ 5.80
ALC1	Ethanol,Serum	8310	82055	\$ 12.60
ALDS	Aldosterone, Serum	9024	82088	\$ 59.50
ALP	Alk Phos	7390	84075	\$ 6.10
ALT	ALT-SGPT	7115	84460	\$ 6.20
AMMO	Ammonia	7385	82140	\$ 17.00
AMTRP	Amitriptyline and Nortriptyline	1147	80335	\$ 26.20
AMY	Amylase	7200	82150	\$ 7.60
ANA	ANA Screen (Reflex)	1230	86038	\$ 14.10
ANAER	Anaerobe and Aerobe Culture	4950	87070	\$ 10.10
ANAT	ANA Titer	1231	86039	\$ 15.30
APTCT	C. trachomatis (TMA)	4385	87491	\$ 30.00
APTNG	N. gonorrhoeae (TMA)	4385	87591	\$ 30.00
APTT	PTT	5155	85730	\$ 7.00
ASL1	SURG PATH, GROSS ONLY	2300	88300	\$ 16.40
ASL2	LEVEL 2 SURG PATH	2302	88302	\$ 36.10
ASL3	LEVEL 3 SURG PATH	2304	88304	\$ 43.30
ASL4	LEVEL 4 SURG PATH	2305	88305	\$ 56.10
ASL5	LEVEL 5 SURG PATH	2307	88307	\$ 112.40
ASL6	LEVEL 6 SURG PATH	2309	88309	\$ 154.90
ASO	ASO Antibody (Reflex)	1235	86063	\$ 6.80
AST	AST-SGOT	7410	84450	\$ 6.10
ATPO	Thyroid Peroxidase Ab	7235	86376	\$ 22.00
B12	Vitamin B12	8720	82607	\$ 14.00
BLOOD	Culture, Blood	1260	87040	\$ 12.10
BMP	Basic Metabolic Panel	7417	80048	\$ 9.90
BNP	NT-proBNP	7267	83880	\$ 39.70
BNZOS	Benzodiazepines, Serum	1257	80346	\$ 34.40
BUN	BUN	7340	84520	\$ 4.60
C\$AF1	AFB Concentrate	4284	87015	\$ 7.80
C\$AI1	Anaerobe Isolation	4178	87075	\$ 11.10
C\$AN1	Anaerobe ID	4218	87076	\$ 9.50
C\$EZ1	Enzyme, Beta Lactamase	1537	87185	\$ 1.60
C\$FC1	Feces Aeromonas	4276	87046	\$ 11.00
C\$FC2	Feces E Coli 0157	4278	87046	\$ 11.00
C\$FC3	Feces Campylobacter	4282	87046	\$ 11.00
C\$FC4	Feces SalmShig	4280	87045	\$ 11.00
C\$FC5	Feces Shiga Toxin 1	4327	87899	\$ 14.00
C\$FC6	Feces Shiga Toxin 2	4328	87899	\$ 14.00
C\$FG1	Fungus ID	4129	87107	\$ 12.10
C\$GR1	Gradient 1	1536	87181	\$ 1.60
C\$ID1	Microbe ID 1	4126	87077	\$ 9.50

2017 Soft Code	2017 Test Description	Charge Code	CPT code	SFY18-SFY20Fee
C\$KB1	KirbyBauer 1	4125	87184	\$ 8.10
C\$MB1	Min Cidal Conc 1	4177	87187	\$ 12.10
C\$MC1	Min Inhib Conc 1	4176	87186	\$ 10.10
C\$OP1	O&P Concentrate	4566	87177	\$ 10.40
C\$OP2	O&P Trichrome	4567	87209	\$ 21.00
C\$OP3	O&P Cryptosporidium	4568	87206	\$ 6.30
C\$YT1	Yeast ID 1	1535	87106	\$ 12.10
C125	CA 125, Serum	9156	86304	\$ 24.30
CA	Calcium	7320	82310	\$ 6.00
CALBK	Follow-Up Actions - (Courier Call Back Fee)	9795	NOCPT	\$ 25.00
CARB	Carbamazepine	8303	80156	\$ 12.50
CBCWD	CBC with Differential	5070	85025	\$ 7.10
CBCWO	CBC without Diff	5080	85027	\$ 5.70
CBLK	CELL BLOCK	2305	88305	\$ 56.10
CDIF2	C. difficile Toxin, PCR	4317	87493	\$ 13.40
CEA	CEA	8204	82378	\$ 19.40
CHLRP	Chlorpromazine	1321	80342	\$ 60.70
CHOL	Cholesterol	7360	82465	\$ 5.10
CK	CK,Total	7100	82550	\$ 7.60
CKISO	CK,w/Isoenzyme	7101	82550	\$ 7.60
CKMB	CK-MB	7998	82553	\$ 9.10
CL	Chloride	7003	82435	\$ 5.40
CLEAD	Lead, Blood (Capillary)	9170	83655	\$ 14.20
CLMIP	Clomipramine and Metabolite, Serum	1157	80335	\$ 42.00
CLNAZ	Clonazepam	1262	80346	\$ 27.00
CLOZ	Clozapine, Serum	9228	80159	\$ 13.00
CMP	Comprehensive Metabolic Panel	7418	80053	\$ 12.40
CO2	CO2	7004	82374	\$ 5.00
COPPS	Copper,Serum	9687	82525	\$ 14.50
CORA	Cortisol AM	8447	82533	\$ 19.10
CORP	Cortisol PM	8448	82533	\$ 19.10
CORR	Cortisol, Random	8449	82533	\$ 19.10
CRCLR	Creatinine Clearance	7600	82575	\$ 2.60
CRE	Creatinine, Enzymatic	7402	82565	\$ 6.00
CREUX	Ux Creatinine,Random	7406	82570	\$ 6.10
CRP	CRP	1345	86140	\$ 6.10
CSPOR	Cryptosporidium	1531	87272	\$ 13.40
DBIL	Bilirubin, Direct	7472	82248	\$ 5.90
DECAL	DECALCIFICATION	2311	88311	\$ 5.10
DIG	Digoxin	8530	80162	\$ 15.50
DILAN	Dilantin	8307	80185	\$ 15.50
DSIPR	Desipramine, Serum	9249	80160	\$ 25.10
EAR	Culture, Ear	4359	87070	\$ 10.10
EBEAG	EBV EA (D) Ab IgG	9375	86663	\$ 15.30
ER/PR	ER/PR Immunohistochemistry, Each Antibody	2965	88360	\$ 49.20
EST2	Estradiol	8572	82670	\$ 32.70
EXSTD	Cytopath, Smears, Extended Study	2931	88162	\$ 32.00
EYE	Culture, Eye	4369	87070	\$ 10.10
FCHOL	Fluid Cholesterol	7886	84999	\$ 3.80
FCORT	Free Cortisol	9655	82530	\$ 19.50
FE	Iron	8551	83540	\$ 7.60

2017 Soft Code	2017 Test Description	Charge Code	CPT code	SFY18-SFY20Fee
FECW	Stain, Fecal WBC	4560	87205	\$ 5.00
FER	Ferritin	8495	82728	\$ 15.90
FLIPA	Fluid Lipase	7888	83690	\$ 9.70
FLPHN	Fluphenazine	9830	80342	\$ 61.30
FLXET	Fluoxetine and Metabolite	1146	80332	\$ 20.00
FOL	Folate	8740	82746	\$ 17.20
FSH	FSH	8811	83001	\$ 21.70
FT3	Free T3	8513	84481	\$ 11.80
FT4	Free T4	8504	84439	\$ 10.60
FTABS	FTA-ABS	9501	86780	\$ 15.50
FTBIL	Fluid Total Bilirubin	7889	82247	\$ 3.80
FTEST	Free Testosterone	9347	84403	\$ 17.30
FTRIG	Fluid Triglycerides	7887	84478	\$ 4.30
FUNGS	Culture, Fungus - Skin	4272	87101	\$ 9.00
FUNGX	Culture, Fungus - Not Skin or Blood	4377	87102	\$ 9.80
GABAP	Gabapentin	1150	80171	\$ 20.00
GC_CX	Culture, GC	4390	87081	\$ 6.70
GENIT	Culture, Genital	4395	87070	\$ 10.10
GGTP	GGTP	7130	82977	\$ 7.40
GLU	Glucose	7020	82947	\$ 4.50
GRAM	Stain, Gram	4420	87205	\$ 5.00
HA1C	Hemoglobin A1C	8312	83036	\$ 11.30
HAIGM	Hep A IgM Antibody	8573	86709	\$ 13.20
HALDO	Haloperidol (haldol)	9377	80173	\$ 27.70
HAPTG	Haptoglobin	9414	83010	\$ 14.70
HAVTL	Hep A Antibody Total	8574	86708	\$ 14.50
HBABS	Hep B Surface Antibody (Qual)	8559	86706	\$ 12.60
HBAGC	Hep B sAg,Confirmatory	8577	87341	\$ 12.10
HBAGS	Hep B Surface Antigen	8552	87340	\$ 12.10
HBCAB	Hep B Core Ab,Total	8576	86704	\$ 14.10
HBCIM	Hep B Core IgM Ab	8575	86705	\$ 13.80
HCG	Beta HCG	8300	84702	\$ 15.40
HCRNA	HCV RNA Quant RT-PCR	9372	87522	\$ 98.70
HCT	HCT	5153	85014	\$ 2.80
HCVAB	Hep C Antibody	8578	86803	\$ 15.60
HDL	HDL Cholesterol	7365	83718	\$ 8.40
HFP	Hepatic Function Panel	7470	80076	\$ 9.60
HGB	HGB	5154	85018	\$ 2.80
HIV4	HIV Ag/Ab Combo 1/2 Screen	7217	87389	\$ 18.40
HIVRQ	HIV-1 RNA, Quantitative, Real-Time PCR	9851	87536	\$ 98.70
HPABC	Acute Hepatitis Panel	8579	80074	\$ 54.50
HPBEA	Hepatitis Be Virus Ab	9737	86707	\$ 13.50
HPBEG	Hepatitis Be Virus Ag	9738	87350	\$ 13.50
HSCRIP	High Sensitivity CRP	7392	86141	\$ 20.30
IMIPR	Imipramine and Desipramine	1243	80335	\$ 23.10
INSLN	Insulin,Total	9448	83525	\$ 25.50
ISED	Sed Rate	5079	85652	\$ 3.20
IUBIL	Bilirubin	6006	81003	\$ 2.00
IUBLD	Occult Blood	6007	81003	\$ 2.00
IUDIP	Urinalysis, Dipstick Only	6016	81003	\$ 2.30
IUGLU	Glucose	6004	81003	\$ 2.00

2017 Soft Code	2017 Test Description	Charge Code	CPT code	SFY18-SFY20Fee
IUKET	Ketones, Urine	6005	81003	\$ 2.00
IUMAC	Urine Macroscopic	6016	81003	\$ 2.30
IUMIC	Urine Microscopic	6010	81015	\$ 3.60
KK	Potassium	7002	84132	\$ 4.70
LDH	LDH	7400	83615	\$ 7.10
LH	LH	8810	83002	\$ 21.60
LI	Lithium	8206	80178	\$ 5.70
LIPAS	Lipase	7343	83690	\$ 8.10
LIPID	Lipid Panel	7377	80061	\$ 15.70
LMOTG	Lamotrigine	9814	80175	\$ 11.80
LYTES	Electrolytes	7010	80051	\$ 7.20
MALBR	Microalbumin, Ux Random	7473	82043	\$ 6.30
MDTOX	Medical Urine Toxicology Screen	8604	80306	\$ 20.40
MERCB	Mercury,Blood	9150	83825	\$ 30.90
MG	Magnesium	7120	83735	\$ 6.90
MRSA	Staphylococcus Aureus Culture	4462	87081	\$ 6.70
MSPOT	Mononucleosis Screen	1449	86308	\$ 6.10
NA	Sodium	7001	84295	\$ 5.40
NORXP	Norovirus PCR	4313	89978x2	\$ 137.50
NRTRP	Nortriptyline	1173	80335	\$ 24.00
OCCBD	Occult Blood, Stool	6015	82272	\$ 3.80
OCCBS	Occult Blood, Stool	6032	82270	\$ 3.80
OLNZA	Olanzapine(Zyprexa)	9264	80342	\$ 70.80
OSMOL	Osmolality,Serum	7225	83930	\$ 7.70
PAXIL	Paroxetine Quantitation	1194	80332	\$ 111.10
PERP	Perphenazine	1278	80342	\$ 61.30
PHENB	Phenobarbital, Serum	9373	80184	\$ 13.40
PHLBC	Phlebotomy Collection	8992	36415	\$ 4.00
PHLCB	Phlebotomy Call Back Fee	9718	NOCPT	\$ 75.00
PHOS	Phosphorus	7330	84100	\$ 5.50
PLTLT	Platelet Count	5073	85049	\$ 2.00
PREAL	Prealbumin	8775	84134	\$ 17.00
PREG	HCG Serum, Qualitative	5208	84703	\$ 8.80
PRGST	Progesterone	8571	84144	\$ 24.40
PRLC	Prolactin	8212	84146	\$ 19.80
PRSF	Protein S, Functional	9262	85306	\$ 24.70
PRTCF	Protein C, Functional	9263	85303	\$ 91.80
PSA-P	PSA, Prognostic	8526	84153	\$ 17.00
PSA-S	PSA, Screening	7401	G0103	\$ 17.00
PTINR	PT/INR	5159	85610	\$ 4.60
RENAL	Renal Function Panel	7419	80069	\$ 10.10
RETP	Reticulocyte Panel	5072	85046	\$ 4.70
RF	Rheumatoid Factor	1490	86430	\$ 6.60
RH	Rh Typing	3070	86901	\$ 3.50
RISPR	Risperidone and Metabolite, Serum/Plasma	9406	80342	\$ 100.00
RPR-T	Rapid Plasma Reagin (RPR) Titer	1369	86593	\$ 5.10
RUBEL	Rubella Immune Status	1510	86762	\$ 16.30
RUBEO	Rubeola Immune Status	1512	86765	\$ 15.10
SAL	Salicylate	8301	80196	\$ 8.20
SCLRO	Scleroderma(Scl-70) Ab	9736	86235	\$ 21.00
SEROQ	Quetiapine(Seroquel)	1125	80342	\$ 124.00

2017 Soft Code	2017 Test Description	Charge Code	CPT code	SFY18-SFY20Fee
SGIAR	Giardia	1531	87269	\$ 13.40
SMAIG	Smooth Muscle IgG Antibody	9245	83516	\$ 13.40
SPUTM	Culture, Sputum	4530	87070	\$ 10.10
SRTRL	Sertraline	1250	80332	\$ 61.00
STRAG	Strep Group A Antigen	4249	87880	\$ 10.20
STRPA	Strep Group A Culture	4605	87081	\$ 6.70
SYPH	Syphilis Antibody Screen with Reflex	7891	86780	\$ 5.00
T3	Total T3	8514	84480	\$ 14.50
T4	Thyroxine, Total(T4)	8510	84436	\$ 6.70
TBIL	Total Bilirubin	7210	82247	\$ 5.90
TEST	Testosterone	8570	84403	\$ 30.20
THEO	Theophylline	8308	80198	\$ 16.50
THITH	Thiothixene	1305	80342	\$ 32.50
THROT	Culture, Throat	4600	87070	\$ 10.10
TIAGA	Tiagabine (Gabitril)	1271	80199	\$ 75.90
TP	Total Protein	7370	84155	\$ 4.20
TPMAX	Topiramate (Topamax)	1179	80201	\$ 39.50
TRAZO	Trazodone	1272	80332	\$ 51.00
TRIG	Triglycerides	7125	84478	\$ 6.70
TRILE	Oxcarbazepine Metabolite	9569	80299	\$ 24.60
TRNSF	Transferrin, Serum	9724	84466	\$ 14.90
TROP	Troponin I	8622	84484	\$ 11.50
TSH	TSH	8503	84443	\$ 14.40
TSTIM	Thyroid Stimulating Imm.	9203	84445	\$ 59.40
TU	T3 Uptake	8501	84479	\$ 6.70
UAB	Urinalysis, Reflex	6001	81001	\$ 3.70
UALC	Alcohol, Urine	8327	80101	\$ 14.80
UAMYC	Timed Ux Amylase	7560	82150	\$ 7.60
UAMYR	Ux Amylase, Random	7550	82150	\$ 7.60
UCAC	24hr Ux Calcium	7700	82340	\$ 7.10
UCLC	24hr Ux Chloride	7540	82436	\$ 5.90
UCRC2	24hr Ux Creatinine	7570	82570	\$ 8.50
UCREX	Creatinine, Ux Ran	7474	82570	\$ 3.20
UHCG	HCG Urine, Qualitative	5203	81025	\$ 7.40
UIBC	IBC, Unconjugated	8548	83550	\$ 10.20
UKC	24hr UX Potassium	7529	84133	\$ 5.00
UMALC	Ux Microalbumin, Timed	7705	82043	\$ 6.30
UNAC	24hr Ux Sodium	7528	84300	\$ 5.70
UOS24	Osmolality, Ux, 24 Hr	7785	83935	\$ 8.00
URIC	Uric Acid	7350	84550	\$ 5.30
URINE	Urine Culture	4900	87086	\$ 7.50
UTPC	24hr Ux Protein	7670	84156	\$ 4.20
UUNC	24hr Ux Urea Nitrogen	7541	84540	\$ 5.60
UVOL	Total Volume(mL)	8995	81050	\$ 3.50
UXCAR	Ux Calcium, Random	7775	82340	\$ 7.10
UXCLR	Ux Chloride, Random	7540	82436	\$ 4.90
UXKR	Ux Potassium, Random	7529	84133	\$ 4.90
UXNAR	Ux Sodium, Random	7528	84300	\$ 5.70
UXOSM	Ux, Osmolality, Random	7630	83935	\$ 8.00
UXTPR	Ux Protein, Random	7725	84156	\$ 4.20
UXUNR	Ux Urea Nitrogen, Random	7765	84540	\$ 5.60

2017 Soft Code	2017 Test Description	Charge Code	CPT code	SFY18-SFY20Fee
VALP	Valproic Acid	8309	80164	\$ 11.60
VENLF	Venlafaxine and Metabolite	9012	80338	\$ 56.70
VITD	Vitamin D, 25-OH, total	7232	82306	\$ 15.30
VLEAD	Lead, Blood (Venous)	9171	83655	\$ 14.20
VRE	Culture, VRE	4917	87081	\$ 6.70
VZVIG	Varicella IgG	1540	86787	\$ 15.10
WBCCT	WBC Only	5007	85048	\$ 2.30
WOUND	Culture, Wound	4935	87070	\$ 10.10
YSTS	Yeast Culture-Skin,Hair,Nail	4239	87101	\$ 9.00
YSTX	Yeast Culture-Not Skin or Blood	4238	87102	\$ 9.80
ZINC	Zinc, Serum	9408	84630	\$ 35.70
ZYBAN	Bupropion	1318	80338	\$ 40.40

Laboratory and Pathology Services and
Employee Health Services

Exhibit B-4
Occupational Health Services and Costs

Services	COST	
	SFY 2016-2017	SFY 2018-2019
OH-INJECTION	\$ 14.50	\$ 14.50
OH-FIT TESTING (IN HOUSE)	\$ 43.00	\$ 43.00
OH-CHEST CONTRACT PA&LAT /INTERP	\$ 166.30	\$ 166.30
OH-PRE-PLACEMENT PCE	\$ 52.00	\$ 55.00 *
S4(PT)-POST HIRE ASSESSMENT	\$ 52.00	\$ 55.00 *
OH-TUBERCULIN PROTEIN	\$ 3.50	\$ 7.50 *
OH-PRE-PLACEMENT SCREEN RN	\$ 42.00	\$ 45.00 *
OH-RABIES VACCINE	\$ 337.00	\$ 337.00
OH-RN DOCUMENT REVIEW	\$ 10.00	\$ 10.00
OH-HEPATITIS B VACCINE	\$ 50.00	\$ 56.00 *
OH-MEASLES-MUMPS-RUBELLA VACCINE	\$ 66.00	\$ 69.00 *
OH-VARICELLA VACCINE(CHICKEN POX)	\$ 94.50	\$ 123.00 *
OH DIPHT -PERTUS- TETNUS(ADACEL)	\$ 41.50	\$ 41.50
OH-VENIPUNCTURE	\$ 15.50	\$ 15.50
OH-TB TEST READ ONLY	\$0.00	\$0.00
OH-TB READ - EXTERNAL CLINIC	\$0.00	\$0.00
OH-LEVEL 1 EXAM with provider	\$ 40.00	\$ 40.00
OH-TB VACCINATION W/EXAM	\$ 9.00	\$ 9.00
OH-SPIROMETRY W/INTERPRETATION	\$ 60.00	\$ 60.00
OH-LEVEL 1 EXAM with provider - FACILITY	\$ 20.00	\$ 20.00
Drug Screen using NHH Medical Director	n/a	\$ 62.50
DOT PE W/ URINE	n/a	\$ 75.00
DOT DRUG SCREEN	n/a	\$ 62.50
Non-DOT PE	n/a	\$ 60.00
Non-DOT DRUG SCREEN	n/a	\$ 62.50
PRE-PLACEMENT LIFT	n/a	\$ 58.00
PRE-PLACEMENT RN	n/a	\$ 45.00
RN CLEARANCE	n/a	\$ 10.00
FIT TESTING	n/a	\$ 43.00
TB W/EXAM	n/a	\$ 16.20
TB W/O EXAM	n/a	\$ 21.70

Laboratory and Pathology Services and
Employee Health Services

Exhibit B-4
Occupational Health Services and Costs

URINE DIP	n/a	\$ 10.00
Tdap*	n/a	\$ 56.00
Td TOXOID*	n/a	\$ 47.50
HEPATITIS B*	n/a	\$ 70.50
INFLUENZA*	n/a	\$ 36.50
MMR*	n/a	\$ 83.50
RABIES*	n/a	\$ 351.50
VARICELLA*	n/a	\$ 137.50
VENIPUNCTURE	n/a	\$ 15.50
HEPATITIS B TITER	n/a	\$ 25.00
HIV	n/a	\$ 25.00
MEASLES TITER	n/a	\$ 25.00
MUMPS TITER	n/a	\$ 25.00
RUBELLA TITER	n/a	\$ 20.11
RABIES TITER	n/a	\$ 91.25
VARICELLA TITER	n/a	\$ 25.00

*All injections include the injection fee in the price.

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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

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 11 day of May, 2017.

(Corporate seal)

William Chapman
Secretary

State of:

County of:

On this, the 11th day of May, 2017, 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 whereof, I hereunto set my hand and official seal.



Kathleen S. Montagne
Notary Public

My Commission expires: 11/18/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2016

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com 319078-CHS-gener-17-18	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY 250 PLEASANT STREET CONCORD, NH 03301	INSURER A : Granite Shield Insurance Exchange	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-007229110-35 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GSIE-PRIM-2017-101	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$
A	Professional Liability		GSIE-PRIM-2017-101	01/01/2017	01/01/2018	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 6/24/1985.

CERTIFICATE HOLDER NH DEPARTMENT OF HEALTH & HUMAN SERVICES 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. Susan Molloy <i>Susan Molloy</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2016

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.

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PRODUCER License # 1780862 HUB International New England 299 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: Jessica Kelley PHONE (A/C, No, Ext): (978) 661-6233 E-MAIL ADDRESS: Jessica.Kelley@hubinternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Safety National Casualty Corporation	NAIC # 15105
INSURED Capital Region Healthcare Corporation Concord Hospital 250 Pleasant Street Concord, NH 03301	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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4053897	10/01/2015	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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.

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 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 
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[Patients & Visitors](#) [Wellness](#) [Healthcare Professionals](#)

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Mission Statement

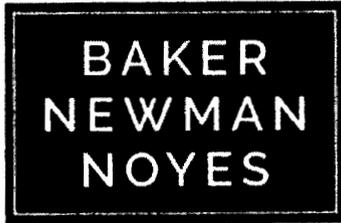
 **Make your charitable donation today.**



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

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

pay for such services.



**Concord Hospital, Inc.
and Subsidiaries**

Audited Consolidated Financial Statements

*Years Ended September 30, 2016 and 2015
With Independent Auditors' Report*

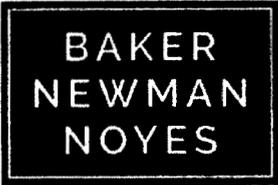
CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2016 and 2015

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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, 2016 and 2015, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes LLC

Manchester, New Hampshire
January 6, 2017

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2016 and 2015

ASSETS
(In thousands)

	<u>2016</u>	<u>2015</u>
Current assets:		
Cash and cash equivalents	\$ 6,555	\$ 8,096
Short-term investments	19,512	7,395
Accounts receivable, less allowance for doubtful accounts of \$9,858 in 2016 and \$12,605 in 2015	52,693	55,104
Due from affiliates	270	325
Supplies	1,262	1,382
Prepaid expenses and other current assets	<u>4,760</u>	<u>5,945</u>
Total current assets	85,052	78,247
Assets whose use is limited or restricted:		
Board designated	260,287	251,927
Funds held by trustee for workers' compensation reserves and self-insurance escrows	14,328	11,282
Donor-restricted funds and restricted grants	<u>37,517</u>	<u>34,304</u>
Total assets whose use is limited or restricted	312,132	297,513
Other noncurrent assets:		
Due from affiliates, net of current portion	1,615	2,001
Other assets	<u>11,848</u>	<u>13,808</u>
Total other noncurrent assets	13,463	15,809
Property and equipment:		
Land and land improvements	7,003	5,878
Buildings	179,824	182,833
Equipment	235,334	226,193
Construction in progress	<u>16,413</u>	<u>12,515</u>
	438,574	427,419
Less accumulated depreciation	<u>(282,034)</u>	<u>(278,714)</u>
Net property and equipment	<u>156,540</u>	<u>148,705</u>
	<u>\$ 567,187</u>	<u>\$ 540,274</u>

LIABILITIES AND NET ASSETS
(In thousands)

	<u>2016</u>	<u>2015</u>
Current liabilities:		
Short-term notes payable	\$ 459	\$ 2,412
Accounts payable and accrued expenses	30,104	29,742
Accrued compensation and related expenses	22,830	27,042
Accrual for estimated third-party payor settlements	22,459	14,323
Current portion of long-term debt	<u>8,570</u>	<u>8,337</u>
Total current liabilities	84,422	81,856
Long-term debt, net of current portion	85,399	94,045
Accrued pension and other long-term liabilities	<u>99,258</u>	<u>81,688</u>
Total liabilities	269,079	257,589
Net assets:		
Unrestricted	262,934	248,381
Temporarily restricted	15,293	14,860
Permanently restricted	<u>19,881</u>	<u>19,444</u>
Total net assets	298,108	282,685
	<u>\$ 567,187</u>	<u>\$ 540,274</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2016 and 2015
(In thousands)

	<u>2016</u>	<u>2015</u>
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	\$434,961	\$438,572
Provision for doubtful accounts	<u>(17,251)</u>	<u>(16,839)</u>
Net patient service revenue less provision for doubtful accounts	417,710	421,733
Other revenue	20,998	23,599
Disproportionate share revenue	7,800	3,497
Net assets released from restrictions for operations	<u>1,232</u>	<u>1,648</u>
Total unrestricted revenue and other support	447,740	450,477
Operating expenses:		
Salaries and wages	208,274	193,080
Employee benefits	55,298	52,220
Supplies and other	87,060	81,719
Purchased services	29,297	64,046
Professional fees	4,678	3,491
Depreciation and amortization	24,535	24,437
Medicaid enhancement tax	19,679	12,800
Interest expense	<u>3,700</u>	<u>3,974</u>
Total operating expenses	<u>432,521</u>	<u>435,767</u>
Income from operations	15,219	14,710
Nonoperating income:		
Unrestricted gifts and bequests	251	204
Investment income and other	<u>27,497</u>	<u>11,386</u>
Total nonoperating income	<u>27,748</u>	<u>11,590</u>
Excess of revenues and nonoperating income over expenses	\$ <u>42,967</u>	\$ <u>26,300</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2016 and 2015

(In thousands)

	<u>2016</u>	<u>2015</u>
Unrestricted net assets:		
Excess of revenues and nonoperating income over expenses	\$ 42,967	\$ 26,300
Net unrealized losses on investments	(5,098)	(23,982)
Net transfers from affiliates	189	372
Net assets released from restrictions used for purchases of property and equipment	1,331	82
Pension adjustment	<u>(24,836)</u>	<u>(33,178)</u>
Increase (decrease) in unrestricted net assets	14,553	(30,406)
Temporarily restricted net assets:		
Restricted contributions and pledges	1,539	2,492
Restricted investment income	2,181	990
Contributions to affiliates and other community organizations	(184)	(140)
Net unrealized losses on investments	(540)	(1,841)
Net assets released from restrictions for operations	(1,232)	(1,648)
Net assets released from restrictions used for purchases of property and equipment	<u>(1,331)</u>	<u>(82)</u>
Increase (decrease) in temporarily restricted net assets	433	(229)
Permanently restricted net assets:		
Restricted contributions and pledges	319	182
Unrealized gains (losses) on trusts administered by others	<u>118</u>	<u>(581)</u>
Increase (decrease) in permanently restricted net assets	<u>437</u>	<u>(399)</u>
Increase (decrease) in net assets	15,423	(31,034)
Net assets, beginning of year	<u>282,685</u>	<u>313,719</u>
Net assets, end of year	<u>\$298,108</u>	<u>\$282,685</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2016 and 2015

(In thousands)

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 15,423	\$ (31,034)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(1,858)	(2,674)
Depreciation and amortization	24,535	24,437
Net realized and unrealized (gains) losses on investments	(19,808)	16,731
Bond premium and issuance cost amortization	(75)	(46)
Provision for doubtful accounts	17,251	16,839
Equity in earnings of affiliates, net	(6,170)	(6,804)
Loss (gain) on disposal of property and equipment	163	(79)
Pension adjustment	24,836	33,178
Changes in operating assets and liabilities:		
Accounts receivable	(14,840)	(25,047)
Supplies, prepaid expenses and other current assets	1,305	43
Other assets	2,352	9,738
Due from affiliates	441	540
Accounts payable and accrued expenses	362	9,294
Accrued compensation and related expenses	(4,212)	1,213
Accrual for estimated third-party payor settlements	8,136	(710)
Accrued pension and other long-term liabilities	<u>(7,266)</u>	<u>(29,681)</u>
Net cash provided by operating activities	40,575	15,938
Cash flows from investing activities:		
Increase in property and equipment, net	(32,533)	(22,049)
Purchases of investments	(120,966)	(48,852)
Proceeds from sales of investments	113,592	48,801
Equity distributions from affiliates	<u>5,778</u>	<u>6,803</u>
Net cash used by investing activities	(34,129)	(15,297)
Cash flows from financing activities:		
Payments on long-term debt	(8,338)	(8,130)
Change in short-term notes payable	(1,953)	500
Restricted contributions and pledges	<u>2,304</u>	<u>2,132</u>
Net cash used by financing activities	<u>(7,987)</u>	<u>(5,498)</u>
Net decrease in cash and cash equivalents	(1,541)	(4,857)
Cash and cash equivalents at beginning of year	<u>8,096</u>	<u>12,953</u>
Cash and cash equivalents at end of year	\$ <u>6,555</u>	\$ <u>8,096</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital 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 Hospital. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, Concord Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2016 and 2015 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

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

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

CH/DHC, Inc. d/b/a Dartmouth-Hitchcock-Concord (CH/DHC) is a not-for-profit corporation that provides clinical medical services through a multi-specialty group practice. CH/DHC was formed under a joint agreement between the Hospital and DH-Concord. The joint agreement terminated effective September 30, 2015.

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

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

September 30, 2016 and 2015
(In thousands)

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

Use of Estimates

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

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, 2016. The Hospital's investment in one fund, the State Street S&P 500 CTF, exceeded 10% of total Hospital investments as of September 30, 2015.

Cash and Cash Equivalents

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

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

Supplies

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

Assets Whose Use is Limited or Restricted

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

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

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and nonoperating income over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and 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.

Beneficial Interest in Perpetual Trusts

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

Investment Policies

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

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

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

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

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015
(In thousands)

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

Spending Policy for Appropriation of Assets for Expenditure

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

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

Accounts Receivable and the Allowance for Doubtful Accounts

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

The System's allowance for doubtful accounts for self-pay patients represented 70% and 68% of self-pay accounts receivable at September 30, 2016 and 2015, respectively. The total provision for the allowance for doubtful accounts was \$17,251 and \$16,839 for the years ended September 30, 2016 and 2015, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is not recorded as revenue. The System's self-pay bad debt writeoffs increased \$614, from \$21,518 in 2015 to \$22,132 in 2016. The increase in bad debt writeoffs between 2016 and 2015 was primarily a result of certain shifts in payor mix.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

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

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2016 and 2015, depreciation expense was \$24,535 and \$24,437, 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 2016, the Hospital entered into various construction contracts totaling approximately \$9,600 for the construction of a new parking garage. Construction began in September 2016 and is expected to be completed in the spring of 2017. There was no interest capitalized during 2016 and 2015.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support, and are excluded from the excess of revenues and 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 restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Federal Grant Revenue and Expenditures

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

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are 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 determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2016 and 2015 were approximately \$330 and \$473, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015
(In thousands)

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

Temporarily and Permanently Restricted Net Assets

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

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

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2016 and 2015, net patient service revenue in the accompanying consolidated statements of operations decreased by approximately \$500 and \$3,106, 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 31% and 6% and 31% and 4% of the Hospital's net patient service revenue for the years ended September 30, 2016 and 2015, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

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

Donor-Restricted Gifts

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

Excess of Revenues and 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 unrestricted contributions and pledges, 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 unrestricted net assets 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.

Income Taxes

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

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$200 and \$214 for the years ended September 30, 2016 and 2015, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015
(In thousands)

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

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (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, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its consolidated financial statements and related disclosures.

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the System's fiscal year ending September 30, 2017 with early adoption permitted. The System has elected to implement ASU 2015-03 in its 2016 consolidated financial statements (with retroactive application to 2015) which is allowed under the pronouncement. The adoption of this pronouncement did not materially affect the consolidated financial statements. See Note 6.

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, 2019, 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 August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the System's fiscal year ending September 30, 2019, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2016-14 on the System's consolidated financial statements.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015
(In thousands)

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

Reclassifications

Certain 2015 amounts have been reclassified to permit comparison with the 2016 consolidated financial statements presentation format.

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and January 6, 2017, 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, 2016 and 2015, transfers made to CRHC were \$(129) and \$(77), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were \$318 and \$449, 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 \$1,885 and \$2,326 at September 30, 2016 and 2015, 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 (\$851 and \$892 at September 30, 2016 and 2015, respectively) with principal and interest (6.75% at September 30, 2016) payments due monthly. Interest income amounted to \$59 and \$62 for the years ended September 30, 2016 and 2015, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were \$184 and \$140 in 2016 and 2015, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling \$19,512 and \$7,395 at September 30, 2016 and 2015, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	<u>2016</u>	<u>2015</u>
Board designated funds:		
Cash and cash equivalents	\$ 625	\$ 7,694
Fixed income securities	25,139	32,547
Marketable equity and other securities	214,931	194,948
Inflation-protected securities	<u>19,592</u>	<u>16,738</u>
	260,287	251,927
 Held by trustee for workers' compensation reserves:		
Fixed income securities	4,024	3,803
 Health insurance and other escrow funds:		
Cash and cash equivalents	1,682	960
Fixed income securities	1,783	1,337
Marketable equity securities	<u>6,839</u>	<u>5,182</u>
	10,304	7,479
 Donor-restricted funds and restricted grants:		
Cash and cash equivalents	5,189	3,392
Fixed income securities	2,075	2,607
Marketable equity securities	17,739	15,737
Inflation-protected securities	1,615	1,341
Trust funds administered by others	10,607	10,489
Other	<u>292</u>	<u>738</u>
	<u>37,517</u>	<u>34,304</u>
	<u>\$312,132</u>	<u>\$297,513</u>

Included in marketable equity and other securities above are \$133,944 and \$111,063 at September 30, 2016 and 2015, respectively, in so called alternative investments. See also Note 14.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015
(In thousands)

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

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

	<u>2016</u>	<u>2015</u>
Unrestricted net assets:		
Interest and dividends	\$ 3,505	\$ 3,885
Investment income from trust funds administered by others	567	546
Net realized gains on sales of investments	<u>23,408</u>	<u>8,955</u>
	27,480	13,386
Restricted net assets:		
Interest and dividends	261	272
Net realized gains on sales of investments	<u>1,920</u>	<u>718</u>
	<u>2,181</u>	<u>990</u>
	<u>\$29,661</u>	<u>\$ 14,376</u>
Net unrealized (losses) gains on investments:		
Unrestricted net assets	\$ (5,098)	\$ (23,982)
Temporarily restricted net assets	(540)	(1,841)
Permanently restricted net assets	<u>118</u>	<u>(581)</u>
	<u>\$ (5,520)</u>	<u>\$ (26,404)</u>

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$1,695 and \$1,709 in 2016 and 2015, respectively.

Investment management fees expensed and reflected in nonoperating income were \$858 and \$896 for the years ended September 30, 2016 and 2015, respectively.

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, 2016 and 2015:

	<u>Less Than 12 Months</u>		<u>12 Months or Longer</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
<u>2016</u>						
Marketable equity securities	\$ 1,830	\$ (86)	\$26,503	\$ (9,538)	\$28,333	\$ (9,624)
Fund-of-funds	<u>7,785</u>	<u>(215)</u>	<u>33,978</u>	<u>(2,703)</u>	<u>41,763</u>	<u>(2,918)</u>
	<u>\$ 9,615</u>	<u>\$ (301)</u>	<u>\$60,481</u>	<u>\$ (12,241)</u>	<u>\$70,096</u>	<u>\$ (12,542)</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015
(In thousands)

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

	<u>Less Than 12 Months</u>		<u>12 Months or Longer</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
<u>2015</u>						
Marketable equity securities	\$ 32,230	\$ (3,745)	\$ 28,960	\$ (10,675)	\$ 61,190	\$ (14,420)
Fund-of-funds	<u>19,073</u>	<u>(1,158)</u>	<u>31,712</u>	<u>(4,865)</u>	<u>50,785</u>	<u>(6,023)</u>
	<u>\$ 51,303</u>	<u>\$ (4,903)</u>	<u>\$ 60,672</u>	<u>\$ (15,540)</u>	<u>\$ 111,975</u>	<u>\$ (20,443)</u>

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2016 and 2015.

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.

The following table summarizes the Plan's funded status at September 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Funded status:		
Fair value of plan assets	\$ 185,404	\$ 165,053
Projected benefit obligation	<u>(270,534)</u>	<u>(229,888)</u>
	<u>\$ (85,130)</u>	<u>\$ (64,835)</u>
Activities for the year consist of:		
Benefit payments and administrative expenses	\$ 9,230	\$ 7,562
Net periodic benefit cost	12,460	10,590

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

4. Defined Benefit Pension Plan (Continued)

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

	<u>2016</u>	<u>2015</u>
Change in benefit obligation:		
Benefit obligation at beginning of year	\$229,888	\$199,121
Service cost	9,836	9,562
Interest cost	10,761	9,270
Actuarial loss	29,279	21,989
Benefit payments and administrative expenses paid	(9,230)	(7,562)
Plan amendment	<u>—</u>	<u>(2,492)</u>
Benefit obligation at end of year	<u>\$270,534</u>	<u>\$229,888</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$165,053	\$151,055
Actual return on plan assets	12,581	(5,440)
Employer contributions	17,000	27,000
Benefit payments and administrative expenses paid	<u>(9,230)</u>	<u>(7,562)</u>
Fair value of plan assets at end of year	<u>\$185,404</u>	<u>\$165,053</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$(85,130)</u>	<u>\$(64,835)</u>

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2016 and 2015 consist of:

	<u>2016</u>	<u>2015</u>
Net actuarial loss	\$30,715	\$39,736
Net amortized loss	(6,155)	(4,099)
Prior service credit amortization	276	33
Plan amendment	<u>—</u>	<u>(2,492)</u>
Total amount recognized	<u>\$24,836</u>	<u>\$33,178</u>

In June 2015, the plan was amended effective January 1, 2016 to change the factors used to convert a cash balance account into a monthly annuity, expand eligibility for the lump payment option and modify eligibility for an annual cash balance pay credit. These changes were reflected within the projected benefit obligation at September 30, 2015. Also in 2015, the System began to use the RP-2015 mortality tables, which in general have longer life expectancies than the older tables used, which had an impact on the projected benefit obligation.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

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

Pension Plan Assets

The fair values of the System's pension plan assets as of September 30, 2016 and 2015, 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.

	<u>2016</u> <u>Level 1</u>	<u>2015</u> <u>Level 1</u>
Short-term investments:		
Money market funds	\$ 11,328	\$ 12,036
Equity securities:		
Common stocks	9,251	8,244
Mutual funds – international	13,879	16,770
Mutual funds – domestic	38,471	7,682
Mutual funds – natural resources	4,662	3,439
Mutual funds – inflation hedge	6,369	–
Fixed income securities:		
Mutual funds – REIT	449	680
Mutual funds – fixed income	<u>21,527</u>	<u>23,321</u>
	105,936	72,172
Funds measured at net asset value:		
Equity securities:		
Common collective trust	–	27,873
Funds-of-funds	74,753	54,601
Fixed income securities:		
Funds-of-funds	4,715	4,367
Hedge funds:		
Inflation hedge	<u>–</u>	<u>6,040</u>
Total investments at fair value	<u>\$185,404</u>	<u>\$165,053</u>

The target allocation for the System's pension plan assets as of September 30, 2016 and 2015, by asset category are as follows:

	<u>2016</u>		<u>2015</u>	
	<u>Target</u> <u>Allocation</u>	<u>Percentage</u> <u>of Plan</u> <u>Assets</u>	<u>Target</u> <u>Allocation</u>	<u>Percentage</u> <u>of Plan</u> <u>Assets</u>
Short-term investments	0-20%	6%	0-20%	7%
Equity securities	40-80%	79	40-80%	71
Fixed income securities	5-80%	15	5-80%	18
Other	0-30%	–	0-30%	4

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

4. Defined Benefit Pension Plan (Continued)

The funds-of-funds are invested with twelve investment managers and have various restrictions on redemptions. Five of the managers holding amounts totaling approximately \$38 million at September 30, 2016 allow for monthly redemptions, with notices ranging from 6 to 15 days. Five managers holding amounts totaling approximately \$33 million at September 30, 2016 allow for quarterly redemptions, with notices ranging from 45 to 65 days. One of the managers holding amounts of approximately \$5 million at September 30, 2016 allows for annual redemptions, with a notice of 90 days. One of the managers holding amounts of approximately \$4 million at September 30, 2016 allows for redemptions on a three year rolling basis, with a notice of 60 days. There is also a special redemption provision that allows 10% of the investment to be redeemed annually on March 1, with a notice of 30 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.

Amounts included in expense during fiscal 2016 and 2015 consist of:

	<u>2016</u>	<u>2015</u>
Components of net periodic benefit cost:		
Service cost	\$ 9,836	\$ 9,562
Interest cost	10,761	9,270
Expected return on plan assets	(14,016)	(12,307)
Amortization of prior service credit and loss	<u>5,879</u>	<u>4,065</u>
Net periodic benefit cost	<u>\$ 12,460</u>	<u>\$ 10,590</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015
(In thousands)

4. Defined Benefit Pension Plan (Continued)

The accumulated benefit obligations for the plan at September 30, 2016 and 2015 were \$259,477 and \$217,825, respectively.

	<u>2016</u>	<u>2015</u>
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.03%	4.78%
Rate of compensation increase	2.00	2.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.78%	4.78%
Expected return on plan assets	7.75	8.00
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.00	2.00

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

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2017 are as follows:

Actuarial loss	\$ 8,457
Prior service credit	<u>(276)</u>
	<u>\$ 8,181</u>

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

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$16,000 in cash contributions to the plan for the 2017 plan year.

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

<u>Year Ended September 30</u>	<u>Pension Benefits</u>
2017	\$ 11,924
2018	12,703
2019	13,727
2020	15,545
2021	16,401
2022 – 2026	93,941

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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5. Estimated Third-Party Payer Settlements

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

Medicare

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

The physician practices are reimbursed on a fee screen basis.

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 5.45% of net patient service revenues in State fiscal year 2016 and 5.5% of net patient service revenues in State fiscal year 2015, with certain exclusions. The amount of tax incurred by the System for 2016 and 2015 was \$19,679 and \$12,800, 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 unrestricted revenue and other support and amounted to \$7,800 in 2016 and \$3,497 in 2015, 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 in 2011 and 2012, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date.

Medicaid

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

The physician practices are reimbursed on a fee screen basis.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

5. Estimated Third-Party Payor Settlements (Continued)

Other

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

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2013 for Medicare and Medicaid.

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
2.0% to 5.0% New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$3,187 in 2016 and \$3,308 in 2015	\$ 44,332	\$ 45,538
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from \$1,860 to \$3,977 through 2024	20,436	24,024
1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from \$2,737 to \$5,201 through 2026, including unamortized original issue premium of \$194 in 2016 and \$213 in 2015	<u>30,109</u>	<u>33,793</u>
	94,877	103,355
Less unamortized bond issuance costs	(908)	(973)
Less current portion	<u>(8,570)</u>	<u>(8,337)</u>
	<u>\$ 85,399</u>	<u>\$ 94,045</u>

In February 2013, \$48,631 (including an original issue premium of \$3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015
(In thousands)

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

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.

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2016 and 2015.

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

Interest paid on long-term debt amounted to \$3,731 and \$3,934 for the years ended September 30, 2016 and 2015, respectively.

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

2017	\$ 8,570
2018	8,822
2019	9,061
2020	7,385
2021	5,186
Thereafter	<u>52,472</u>
	<u>\$91,496</u>

7. Commitments and Contingencies

Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintained excess professional and general liability insurance policies to cover claims in excess of liability retention levels. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves total \$1,911 and \$2,033 at September 30, 2016 and 2015, 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.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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(In thousands)

7. Commitments and Contingencies (Continued)

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, 2016, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required loss accruals. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. At September 30, 2016, the System's interest in the captive represents approximately 58% 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 \$3,100 and \$427 at September 30, 2016 and 2015, 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, 2016 and 2015, the Hospital recorded a liability of approximately \$3,100 and \$7,700, respectively, related to estimated professional liability losses. At September 30, 2016 and 2015, the Hospital also recorded a receivable of \$3,100 and \$7,700, 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 \$2,447 and \$2,202 at September 30, 2016 and 2015, respectively, have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled \$4,024 and \$3,803 at September 30, 2016 and 2015, 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.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015
(In thousands)

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

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, 2016 and 2015, have been recorded as a liability of \$8,174 and \$6,508, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2016 are as follows:

Year Ending September 30:	
2017	\$ 4,938
2018	4,482
2019	3,908
2020	3,538
2021	3,258
Thereafter	<u>19,018</u>
	<u>\$ 39,142</u>

Rent expense was \$5,862 and \$8,127 for the years ended September 30, 2016 and 2015, respectively.

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

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

	<u>2016</u>	<u>2015</u>
Health education and program services	\$ 13,655	\$ 12,988
Capital acquisitions	1,099	997
Indigent care	270	188
For periods after September 30 of each year	<u>269</u>	<u>687</u>
	<u>\$ 15,293</u>	<u>\$ 14,860</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015
(In thousands)

8. Temporarily and Permanently Restricted Net Assets

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

	<u>2016</u>	<u>2015</u>
Health education and program services	\$17,115	\$16,726
Capital acquisitions	803	803
Indigent care	1,811	1,810
For periods after September 30 of each year	<u>152</u>	<u>105</u>
	<u>\$19,881</u>	<u>\$19,444</u>

9. Patient Service and Other Revenue

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

	<u>2016</u>	<u>2015</u>
Gross patient service charges:		
Inpatient services	\$ 446,448	\$ 425,655
Outpatient services	552,939	553,999
Physician services	156,870	142,521
Less charitable services	<u>(8,789)</u>	<u>(14,869)</u>
	1,147,468	1,107,306
Less contractual allowances and discounts:		
Medicare	393,940	380,166
Medicaid	114,502	119,387
Other	<u>204,335</u>	<u>198,495</u>
	<u>712,777</u>	<u>698,048</u>
Total Hospital net patient service revenue (net of contractual allowances and discounts)	434,691	409,258
Other entities	<u>270</u>	<u>29,314</u>
	<u>\$ 434,961</u>	<u>\$ 438,572</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

9. Patient Service and Other Revenue (Continued)

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2016 and 2015 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 2016 and 2015.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
<u>2016</u>				
Private payors (includes coinsurance and deductibles)	\$ 459,683	\$(204,335)	\$ (7,864)	\$247,484
Medicaid	139,999	(114,502)	-	25,497
Medicare	525,644	(393,940)	(2,237)	129,467
Self-pay	<u>22,142</u>	<u>-</u>	<u>(7,488)</u>	<u>14,654</u>
	<u>\$1,147,468</u>	<u>\$(712,777)</u>	<u>\$(17,589)</u>	<u>\$417,102</u>
<u>2015</u>				
Private payors (includes coinsurance and deductibles)	\$ 445,760	\$(198,495)	\$ (6,101)	\$241,164
Medicaid	133,988	(119,387)	(117)	14,484
Medicare	504,514	(380,166)	(1,682)	122,666
Self-pay	<u>23,044</u>	<u>-</u>	<u>(8,510)</u>	<u>14,534</u>
	<u>\$1,107,306</u>	<u>\$(698,048)</u>	<u>\$(16,410)</u>	<u>\$392,848</u>

Electronic Health Records Incentive Payments

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. Revenue totaling \$99 and \$1,258 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2016 and 2015, respectively. In addition, a receivable amount of \$526 was recorded within prepaid expenses and other current assets at September 30, 2015. There were no outstanding receivables at September 30, 2016.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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(In thousands)

10. Functional Expenses

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

	<u>2016</u>	<u>2015</u>
Health care services	\$314,591	\$328,916
General and administrative	70,016	65,640
Depreciation and amortization	24,535	24,437
Medicaid enhancement tax	19,679	12,800
Interest expense	<u>3,700</u>	<u>3,974</u>
	<u>\$432,521</u>	<u>\$435,767</u>

Fundraising related expenses were \$898 and \$829 for the years ended September 30, 2016 and 2015, respectively.

11. Charity Care and Community Benefits (Unaudited)

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

	<u>2016</u>	<u>2015</u>
Community health services	\$ 1,939	\$ 2,096
Health professions education	3,749	4,268
Subsidized health services	35,624	30,096
Research	94	94
Financial contributions	700	1,030
Community building activities	46	44
Community benefit operations	77	128
Charity care costs (see Note 1)	<u>3,807</u>	<u>6,132</u>
	<u>\$46,036</u>	<u>\$43,888</u>

In addition, the Hospital incurred estimated costs for services to Medicare and Medicaid patients in excess of the payment from these programs of \$82,669 and \$80,268 in 2016 and 2015, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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(In thousands)

12. Concentration of Credit Risk

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

	<u>2016</u>	<u>2015</u>
Patients	10%	13%
Medicare	33	33
Anthem Blue Cross	13	13
Cigna	4	5
Medicaid	16	13
Commercial	23	22
Workers' compensation	<u>1</u>	<u>1</u>
	<u>100%</u>	<u>100%</u>

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 22,000 in 2016 and 37,000 in 2015. 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.

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.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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14. Fair Value Measurements (Continued)

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, 2016 and 2015. 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:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2016</u>				
Cash and cash equivalents	\$ 27,008	\$ –	\$ –	\$ 27,008
Fixed income securities	33,021	–	–	33,021
Marketable equity and other securities	105,565	–	–	105,565
Inflation-protected securities and other	21,499	–	–	21,499
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,607</u>	<u>10,607</u>
	<u>\$187,093</u>	<u>\$ –</u>	<u>\$10,607</u>	197,700
Funds measured at net asset value:				
Marketable equity and other securities				<u>133,944</u>
				<u>\$331,644</u>
<u>2015</u>				
Cash and cash equivalents	\$ 19,441	\$ –	\$ –	\$ 19,441
Fixed income securities	40,294	–	–	40,294
Marketable equity and other securities	58,210	–	–	58,210
Inflation-protected securities and other	8,028	–	–	8,028
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,489</u>	<u>10,489</u>
	<u>\$125,973</u>	<u>\$ –</u>	<u>\$10,489</u>	136,462
Funds measured at net asset value:				
Marketable equity and other securities				157,657
Inflation-protected securities and other				<u>10,789</u>
				<u>\$304,908</u>

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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14. Fair Value Measurements (Continued)

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 2016 and 2015:

	<u>Trust Funds Administered by Others</u>
Balance at September 30, 2014	\$ 11,070
Net realized and unrealized losses	<u>(581)</u>
Balance at September 30, 2015	10,489
Net realized and unrealized gains	<u>118</u>
Balance at September 30, 2016	<u>\$ 10,607</u>

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2016:				
Funds-of-funds	\$ 64,234	\$ -	Monthly	6 – 15 days
Funds-of-funds	54,355	-	Quarterly	45 – 65 days*
Funds-of-funds	9,125	-	Annual	90 days
Funds-of-funds	6,230	-	Three year rolling	60 days**
September 30, 2015:				
Funds-of-funds	\$ 50,786	\$ -	Monthly	6 – 15 days
Funds-of-funds	51,056	-	Quarterly	45 – 65 days
Funds-of-funds	9,221	-	Annual	90 days

* Certain funds are subject to a 1 year lock period before quarterly redemption can occur.

** Subject to a 3 year rolling lock. This fund also has a special redemption right that allows the Hospital to liquidate 10% of the investment on March 1 of each year, with 30 days' notice.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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14. Fair Value Measurements (Continued)

Investment Strategies

Fixed Income Securities

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

Marketable Equity and Other Securities

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

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

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.

Inflation-Protected Securities

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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(In thousands)

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

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to \$94,877 and \$112,762, respectively, at September 30, 2016, and \$103,355 and \$121,963, respectively, at September 30, 2015.

CONCORD HOSPITAL
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University of Vermont, Burlington, Vt., BS in Physical Therapy

Employment:

2011-current- Concord Hospital- Director of Specialty Services. Provide leadership in Occupational Health Clinic. This clinic provides follow up of patients injured in the work place who were initially seen in the emergency room or walk in care center at Concord Hospital.

2007-2011- Parkland Medical Center, Derry NH. Director of Rehabilitation Services. I was able to decrease the number of visits for episodic care of therapy from 14 to 11. I also developed an occupational medicine clinic

2006-2007- Haven Health Care. Derry, NH, Responsible for operational, regulatory, financial and clinical aspect of rehabilitation.

2002-2005- Genesis Rehabilitation Services- Vice President of Operations, Territory. Initially responsible for the operations of over 100 rehabilitation departments in nursing homes in New England added 65 nursing homes in North and South Carolina.

1995-2002- Genesis Eldercare Rehabilitation Services- Initially a district manager and promoted to an Area Director overseeing rehabilitation services operations in 35 Skilled Nursing Centers, Homecare, and Assisted Living Centers through out the state of New Hampshire and Vermont.

1994-95- Sundance Rehabilitation Corporation. Clinical Director establishing contracts with and overseeing rehabilitation services with Skilled Nursing Centers in NH and Vt. Began with 1 contract and 18 months later had procured 7 others.

1990-94- Rehabilitation Director of Col/HCA Parkland Medical Center in Derry, NH. Day to day operations of 3 outpatient clinics, cardiac rehabilitation program, industrial rehabilitation and inpatient rehabilitation services. During the 4 years I was Director therapy staff grew from 7 FTE's to 24.

1985-90- Supervisor of Physical Therapy Department, Concord Hospital. Day to day operations of physical therapy outpatient and inpatient services and industrial rehabilitation program. Initiated and oversaw cardiac and industrial rehabilitation programs.

1976-1985- Staff physical therapist at Concord Hospital providing direct treatment in the inpatient and outpatient population.

Licensure

NH since 1976 # 0349 (PT)

Professional Activities

2002- 2012 –APTA Chief Delegate or President leading NH initiatives and representing Chapter at national meetings

RESUME

ROBERT P. STEIGMEYER

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

Cristina E. Taylor M.D.

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

Professional Experience

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

Education

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

Academic Appointments

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

Awards

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

Boards

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

8/95 United States Medical License Examination, Part II
11/97 United States Medical License Examination, Part III
7/02 American Board of Pathology-Anatomic and Clinical Pathology
9/03 American Board of Pathology-Hematopathology

Licensure

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

Professional Organizations

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

Other Leadership

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

1995-1996 Company Secretary, Mobius Limited, UK
• Software component company. Involved in marketing, sales, supplies, and finances

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

Prior Experience

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

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

Research

2002 Marshall-Taylor C, Cartun R, Mandich D, DiGuiseppe J. Immunohistochemical Detection of Immunoglobulin Light Chain Expression Using Formalin-Fixed Paraffin-Embedded Tissues and Modified Heat-Induced Epitope Retrieval Technique. *Appl. Immunohistochem. Mol. Morphol.* 2002 Sep; 10(3):258-62.

Hurford MT, Marshall-Taylor C, Vicki SL, Zhou J, Silverman LM, Rezuke WN, Altman A, Tsongalis GJ. Mutation in Exon 5 of the ALAS-2 Gene Results in X-linked Sideroblastic Anemia. *Clin. Chim. Acta.* 2992 July; 321(1-2):49-5.

2001 Marshall-Taylor C, Rezuke WN, Tsongalis G. The Hematologic Sequelae of Parvovirus B19: Two Case Reports. *J. Clin. Lig. Assay.* 2001 Summer; 24(2): 1008-111.

2000 Marshall-Taylor C, Fanburg-Smith J. Fibrohistiocytic Lipoma: 12 Cases of a Previously Undescribed Benign Fatty Lesion. *Ann. Diagn. Pathol.* 2000 Dec; 4(6):354-60.

Marshall-Taylor C, Fanburg-Smith J. Hemosiderotic Fibrohistiocytic Lipomatous Lesion: 10 Cases of a Previously Undescribed Fatty Lesion of the Foot/Ankle. *Mod. Pathol.* 2000 Nov;13(11):1192-9.

Other Skill and Interests

Languages: Spanish
Interests: Travel, 19th century literature, and home improvement

Debra L. Willey

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

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

MEDICAL

TECHNOLOGIST:

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

Laboratory Administrative Director, - February 2008 - present

- Lead a versatile, eleven member Laboratory Management Team
- Prepare operations and capital budgets
- Maintain regulatory compliance, CAP, AABB, JCAHO, FDA and CLIA
- Lead Gallup Q12 and Press Ganey initiatives for organizational excellence

Interim Administrative Director - June 2006-February 2008.

Laboratory Business Operations Manager - January 2005 - 2008

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

Laboratory Sales and Marketing Specialist: May 2002 - Jan 2005

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

Laboratory Client Services/ Marketing Supervisor: Nov 1997 - May 2002

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

Medical Technologist - Laboratory: September 1989 - Nov 1997

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

PROFESSIONAL MEMBERSHIPS:

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

PERSONAL:

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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Marc LaCroix mlacroix@crhc.org (603)227-7000 x 3051	Director of Occupational Health Services, Concord Hospital		0	0
Robert Steigmeyer	President and CEO, Concord Hospital		0	0
Cristina Taylor, MD	Medical Director of Laboratory Services		0	0
Debra Willey	Administrative Director of Laboratory Services		0	0



17 *Beard*

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

Jeffrey A. Meyers
Commissioner

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300

Robert J. MacLeod
Chief Executive Officer

Fax: 603-271-5845 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 28, 2016

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

4/24/16 #17

REQUESTED ACTION

Authorize the Department of Health and Human Services to amend an existing agreement with Concord Hospital, Inc. (Vendor # 177653-B003), 250 Pleasant Street, Concord, NH 03301, for the provision of laboratory, pathology and employee health services for the Division of Public Health Services employees by increasing the price limitation by \$10,000 from \$645,000 to \$655,000, effective upon Governor and Executive Council approval with no change to the contract end date of June 30, 2017, originally approved by the Governor and Executive Council on April 22, 2015, Item #22. Additional \$10,000 is 100% Federal funds.

Funds are available in the following accounts in State Fiscal Year 2017.

05-095-940010-87500000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES

State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Modified Amount
2015	101-500729	Medical Providers	94057300	\$129,000	\$0	\$129,000
2016	101-500729	Medical Providers	94057300	\$258,000	\$0	\$258,000
2017	101-500729	Medical Providers	94057300	\$258,000	\$0	\$258,000
			SubTotal	\$645,000	\$0	\$645,000

05-95-90-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH EMERGENCY PREPAREDNESS - EBOLA

State Fiscal Year	Class/ Object	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Modified Amount
2017	102-500731	Contracts for Prog Svc	90027030	\$0	\$10,000	\$10,000
			SubTotal	\$0	\$10,000	\$10,000
			Total	\$645,000	\$10,000	\$655,000

EXPLANATION

The purpose of this request is to amend an existing agreement to include Division of Public Health Services employees. The agreement currently provides health services for New Hampshire Hospital employees, which are necessary for public health employees due to the possible exposures to various biological agents and/or chemicals and health hazards encountered while completing their daily job duties.

The health services provided by the vendor include screenings and testing for chemical exposure, infectious and communicable diseases and/or recognized illnesses such as Hepatitis B, Mumps and drug resistant Tuberculosis. Services also include offering immunizations to employees when necessary.

Should the Governor and Executive Council determine not to approve this request, Public Health employees and the people they come into contact with would not have access to screenings and testing for the possible exposure to the health hazards they routinely encounter in their work environment. Area Served: Statewide

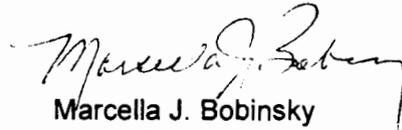
Source of Funds: 41% Other Funds (Medicare, Medicaid & third party insurance), 25% General Funds and 34% Federal Funds from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Code of Federal Domestic Assistance Number (CFDA) 93.778, Federal Award Identification Number (FAIN) NH 20144 and for DPHS: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, Catalog of Federal Domestic Assistance (CFDA) #93.074, Federal Award Identification Number (FAIN) U90TP000535.

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

Respectfully Submitted,

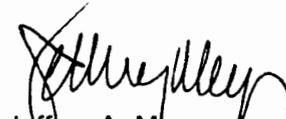


Robert J. MacLeod
Chief Executive Officer
New Hampshire Hospital



Marcella J. Bobinsky
Acting Director
Division of Public Health Services

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Laboratory and Pathology Services and Employee Health Services Contract**

This first (1st) Amendment to the Laboratory and Pathology Services and Employee Health Services contract (hereinafter referred to as "Amendment #1") dated this 22nd day of February 2016, 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 (hereinafter referred to as "the Contractor"), a nonprofit corporation 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 April 22, 2015 (Item #22), 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 the General Provisions, Paragraph 18, "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 by Governor and Executive Council of the State of New Hampshire"; and

WHEREAS, the parties agree to amend the Scope of Work, amend the Method and Conditions Precedent to Payment, and increase the price limitation;

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 as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$655,000
2. Exhibit A, Scope of Services, Paragraph 3.18.4. to read:
 - 3.18.4. Continuing education conferences of interest, which are held, at Concord Hospital for the physician community, nursing community and/or the infection prevention practitioner.
3. Delete and Replace, Exhibit A, Scope of Services, Paragraph 4. Employee Health Services with the following:
 4. **Employee Health Services**

The Contractor shall provide employee health services, for the New Hampshire Hospital and the Division of Public Health Services, which include but are not limited to:

- 4.1. Complying with employee health policies in accordance with Occupational Safety and Health Administration (OSHA), blood borne pathogen standards and U.S. Public Health Services guidelines.
- 4.2. Screening employees for communicable and infectious diseases, as requested by the New Hampshire Hospital and/or the Division of Public Health Services, including but not limited to:
 - 4.2.1. Hepatitis B,
 - 4.2.2. Measles,
 - 4.2.3. Mumps,
 - 4.2.4. Pertussis,
 - 4.2.5. Rabies,
 - 4.2.6. Rubella,
 - 4.2.7. Tuberculosis, and
 - 4.2.8. Varicella.



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

- 4.3. Screening employees for occupational exposure to chemicals, including but not limited to, heavy metals, lead, etc.
 - 4.4. Referring employees showing any signs of potential added risk in the performance of their job duties to their Personal Care Physician.
 - 4.5. Conducting pre-placement and/or physical screening, as appropriate, including but not limited to:
 - 4.5.1. Medical and occupational history review,
 - 4.5.2. Respirator medical clearance exams, and
 - 4.5.3. Visual color discrimination exams.
 - 4.6. Conducting physical capacity exams, as appropriate that shall not duplicate exams performed under the workers' compensation program for:
 - 4.6.1. Newly transferred employees;
 - 4.6.2. New employees;
 - 4.6.3. Those returning after injury or major illness; and
 - 4.6.4. Employees with performance problems, as requested by the New Hampshire Hospital and/or the Division of Public Health Services.
 - 4.7. Providing immunization or screening in accordance with Occupational Safety Health Administration (OSHA) blood borne pathogen standard and with the CDC recommendations regarding the Immunization of Health Care Workers.
 - 4.8. Providing immunizations against diseases, per request of the New Hampshire Hospital and/or the Division of Public Health Services, including but not limited to the ones listed in 4.2.
 - 4.9. Following-up exposures to blood borne pathogens, infectious and communicable diseases, and other health exposures, as requested by the New Hampshire Hospital and/or Division of Public Health Services.
 - 4.10. Providing chest radiographic services for employees who present with a positive Tuberculin Skin Test (TST).
 - 4.11. Forwarding all of the aforementioned documentation for New Hampshire Hospital employees to the New Hampshire Hospital's Human Resources Department at 36 Clinton Street, Concord NH 03301.
 - 4.12. Forwarding all of the aforementioned documentation for Division of Public Health Services employees to the Administrator II at the Department of Health and Human Services, Human Resources, 129 Pleasant Street, Concord NH 03301.
 - 4.13. Providing access and the ability to collect and print lab results
 - 4.14. Attending quarterly meetings with New Hampshire Hospital Infection Prevention.
 - 4.15. Maintaining current health records on all referrals from the New Hampshire Hospital and the Division of Public Health Services. Records shall contain at minimum:
 - 4.15.1. Verification of all services requested; and
 - 4.15.2. Result/findings of the above request (including any declination forms).
4. Exhibit A, Scope of Services, Paragraph 5.1.3 to read:
- 5.1.3. Have certification, training regarding blood borne pathogens (in accordance to the OSHA blood borne pathogen standard) and competency to perform the duties in Sections 3 and 4 of the Scope of Services.



5. Delete and Replace Exhibit A, Scope of Services, Paragraph 6. Reporting with the following:

6. Reporting

- 6.1 The Contractor shall submit a quarterly Specimen Collection Quality Assurance Report. Copies of the report shall be sent via email to the Director of Standards and Quality Management, the Infection Prevention Practitioner and the Hospital Clinical Laboratory Liaison at NHH, and shall include:
- 6.1.1 The number of each test and profile performed;
 - 6.1.2 A list, by patient, of the tests or profiles completed;
 - 6.1.3 A list, by practitioner, of tests and profiles ordered
 - 6.1.4 A list, by dates and times, of the additional courier call-backs, and the associated costs;
 - 6.1.5 A list, by patient, of all rejected specimens; and
 - 6.1.6 Other reports upon request, e.g., a summary of reported issues.
- 6.2 The Contractor shall provide a minimum of ten (10) copies of the Specimen Collection Manual one to each of the six (6) patient care units, and others, as designated, with updates as necessary at no additional cost to the New Hampshire Hospital.
- 6.2.1 one copy shall be sent via e-mail to the New Hampshire Hospital Infection Prevention Department.
 - 6.2.2 any infection prevention communication shall be sent via email to the Infection Prevention Department.
- 6.3 The Contractor shall provide a quarterly statistical summary of all Employee and Occupational Health Services to the NHH Human Resource Coordinator II and to Administrator II at DHHS, Human Resources, which shall include but not be limited to:
- 6.3.1 Name of Employee;
 - 6.3.2 Date of service;
 - 6.3.3 Type of test (e.g. pre-hire, physical capacity, worker's compensation return to work etc.);
 - 6.3.4 Immunization type; and
 - 6.3.5 the cost.
6. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 1 to read:
- 1. This contract is funded with a combination of federal funds and general funds anticipated to be available based upon continued appropriation.
 - 1.1. Funds are conditioned upon continued support of the program by the state and federal governments.
 - 1.2. Department access to supporting federal funding is dependent upon the selected Contractor meeting the requirements in accordance with the:
 - 1.2.1. U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.778, Federal Award Identification Number (FAIN) NH20144.
 - 1.2.2. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, Catalog of Federal Domestic Assistance (CFDA) #93.074, Federal Award Identification Number (FAIN) U90TP000535.



7. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5 to read:
 5. Payment for Employee Health Services shall be paid to the contractor within thirty (30) days upon receipt of the monthly invoice and approval of New Hampshire Hospital's financial officer or designee for New Hampshire Hospital employees or the Division of Public Health Service's financial officer or designee.
8. Add Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5.1.6:
 - 5.1.6 Visual color discrimination exams (no additional charge is part of the exam)
9. Add Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5.1.7:
 - 5.1.7 Screening employees for occupational exposure to chemicals, including but not limited to heavy metals, lead, etc.

5.1.7.1 9150 Mercury, Blood	\$26.20
5.1.7.2 9152 Arsenic, Blood	\$31.00
5.1.7.3 9171 Lead, Blood (Venous)	\$21.00
5.1.7.4 9759 Zinc Protoporphyrin	\$55.20
10. Add Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5.2.7:
 - 5.2.7 Mumps, Measles and Rubella (single mumps vaccine not available in U.S.) \$66.00
11. Add Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5.2.8:
 - 5.2.8 Rabies (generally requires 3 injections) \$337.00 (per injection)
12. Add Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5.2.9:
 - 5.2.9 Injection fee is added whenever an injection, immunization is given \$14.50
13. Add Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5.5:
 - 5.5. Other injection, immunizations and screenings not listed above or on Exhibit B-1, as pre-approved by the New Hampshire Hospital's Administrator of Patient Care Services (Director of Nursing) or Designee and/or the Division of Public Services' Chief, Infectious Disease Prevention, Investigation & Care Services Section, Bureau of Infectious Disease Control, or Bureau Chief, Bureau of Laboratory Services, or Designees.
14. Add Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5.6:
 - 5.6 The monthly invoice shall contain:
 - 5.6.1 Name of Employee;
 - 5.6.2 Date of service;
 - 5.6.3 Type of test (e.g. pre-hire, physical capacity, worker's compensation return to work etc.);
 - 5.6.4 Immunization type; and
 - 5.6.5 The cost.



15. Add Exhibit B, Method and Conditions Precedent to Payment, Paragraph 5.7:

5.7 The monthly invoices shall be sent to the following addresses listed in 5.7.1 and 5.7.2:
dependent on requesting party.

5.7.1 New Hampshire Hospital Financial Services
36 Clinton Street
Concord NH 03301

5.7.2 Division of Public Health Services
Financial Administrator
Bureau of Infectious Disease Control (BIDC)
29 Hazen Drive
Concord NH 03301



New Hampshire Department of Health and Human Services
Laboratory and Pathology Services and Employee Health 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,

6/30/16
Date

State of New Hampshire
Department of Health and Human Services
Robert J. MacLeod
Robert J. MacLeod
Chief Executive Officer
New Hampshire Hospital

7/9/16
Date

State of New Hampshire
Department of Health and Human Services
Marcella J. Bobinsky
Marcella J. Bobinsky
Acting Director
Division of Public Health Services

6/1/16
Date

Concord Hospital
Robert P. Stegin
Name Robert P. Stegin
Title President & CEO

Acknowledgement:
State of New Hampshire County of Merimack on June 1, 2016 before the undersigned officer, personally appeared the person identified 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

Christina Decato
Name and Title of Notary or Justice of the Peace



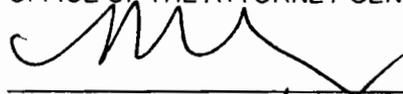
New Hampshire Department of Health and Human Services
Laboratory and Pathology Services and Employee Health Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 8/4/14


Name: Megan A. York
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: _____



APR 01 '15 at 8:40 DAS

22

4/22/15 #22

Retroactive

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

Nicholas A. Toumpas
Commissioner

Robert J. MacLeod
Chief Executive Officer

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

March 16, 2015

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

Area Served: New Hampshire Hospital, Concord, NH

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

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

Respectfully Submitted,



Robert J. MacLeod
Chief Executive Officer

Approved by:



Nicholas A. Toumpas
Commissioner



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

Laboratory and Pathology Services and
Employee and Occupational Health Services

15-DHHS-DCBCS-NHH-11

RFP Name

RFP Number

Reviewer Names

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

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

Bidder Name

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Steven J. Kelleher
Acting Commissioner

February 13, 2015

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

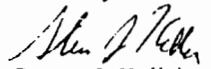
Dear Commissioner Toumpas:

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

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

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

Sincerely,


Steven J. Kelleher

SJK/mh
DoIT No. 2015-075

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

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

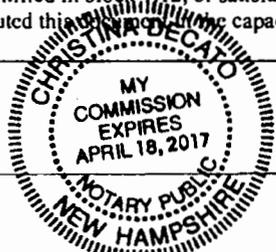
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Concord Hospital		1.4 Contractor Address 250 Pleasant Street Concord NH 03301	
1.5 Contractor Phone Number 603-225-2711	1.6 Account Number 05-095-094-940010- 87500000-101-500729- 94029200	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$645,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature <i>Eric D. Borrin</i>		1.12 Name and Title of Contractor Signatory <i>Robert P. Steigmeyer</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merimack</i> On <i>2/14/15</i> 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] <i>Christina Decato</i>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>Robert J. MacLeod</i>		1.15 Name and Title of State Agency Signatory <i>Robert J. MacLeod, CEO</i>	
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) By: <i>Megan A. Yagle</i> Attorney On: <i>3/27/15</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

14. INSURANCE.

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

Contractor Initials: MM
Date: 2/24/15

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

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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



Scope of Services

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

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



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- per week. The Hospital shall pay the Contractor \$25.00 per visit for STAT pick-ups that fall outside the routine and additional pick-up times as specified below.
- 3.5.4. All STAT tests are to be performed within one (1) hour of receipt of specimen.
- 3.5.5. Routine pick-ups for specimens up to three (3) times per day, Monday through Friday, at 8:30 am, 11:30 am, and 4:00 pm and one (1) routine pick-up on Saturdays;
- 3.5.5.1. No routine pick-ups on major holidays:
- 3.5.5.1.1. New Year's Day;
 - 3.5.5.1.2. Memorial Day;
 - 3.5.5.1.3. Independence Day;
 - 3.5.5.1.4. Labor Day;
 - 3.5.5.1.5. Thanksgiving Day; and
 - 3.5.5.1.6. Christmas Day.
- 3.5.6. Additional pick-ups for specimens shall be made at 2:30 p.m., Monday through Friday and 9:00 a.m., based on telephone calls notifying the Contractor that the specimens are ready.
- 3.6. The Contractor shall determine through visual inspection prior to testing a specimen whether its' handling is in compliance with protocol and valid test results are possible. When a specimen is rejected:
- 3.6.1. The Contractor shall not conduct that test and must immediately notify the appropriate Hospital patient care unit; and
 - 3.6.2. Notify the Hospital's clinical laboratory liaison, each month, through the established reporting process with the reason for rejection.
- 3.7. The Contractor shall perform routine assays on the day of specimen receipt.
- 3.7.1. The Contractor shall deliver results to the Hospital by 4:00 p.m. that same day.
 - 3.7.2. STAT testing is reported within one (1) hours of receipt at the contractor's lab.
 - 3.7.3. Printed copies of all laboratory results shall be forwarded to the appropriate clinician for review and to the Infection Control Practitioner (ICP).
 - 3.7.4. Turn- around time shall be maintained in a manner suitable to the clinical situation in which the tests are requested.
- 3.8. The Contractor shall provide autopsy services, seven (7) days per week, including but not limited to;
- 3.8.1. A pathologist on call seven (7) days per week;

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



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

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



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

Antidepressant Drugs

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

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



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

Antipsychotic Drugs

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



Exhibit A

Mood Stabilizers

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

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

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



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

4. Employee Health Services

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

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

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



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

5. Staffing

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

6. Reporting

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

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



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



Method and Conditions Precedent to Payment

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

MLP
2/24/15

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



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

Exhibit B-1

Concord Hospital Laboratory
Fee Schedule SFY15+SY16+SFY17

TESTCODE	TEST DESCRIPTION	SIM	CPT	SFY15-SFY17
ABO	ABO Group	3800	86900	\$ 4.08
ABSG	Antibody Screen	3010	86850	\$ 11.83
ACETA	Acetaminophen	8302	82003	\$ 7.65
ACETN	Acetone	8311	82009	\$ 5.28
ACTR	Acetylcholine Rec Binding	9008	83519	\$ 42.74
AFBCX	AFB Culture	4212	87116	\$ 12.63
AFBST	AFB Stain	4213	87206	\$ 6.28
ALB	Albumin	7380	82040	\$ 5.78
ALC1	Ethanol,Serum	8310	82055	\$ 12.63
ALDO	Aldolase, Serum	9021	82085	\$ 14.18
ALDS	Aldosterone, Serum	9024	82088	\$ 59.54
ALEAD	Lead Adult, Blood, Quant	9484	83655	\$ 14.15
ALP	Alk Phos	7390	84075	\$ 6.05
ALT	ALT-SGPT	7115	84460	\$ 6.18
AMITR	Amitriptyline and Nortriptyline, Serum	9052	80152	\$ 26.15
AMMO	Ammonia	7385	82140	\$ 17.03
AMY	Amylase	7200	82150	\$ 7.58
ANA	ANA Screen (Reflex)	1230	86038	\$ 14.14
ANAER	Anaerobe and Aerobe Culture	4950	87070	\$ 10.07
ANAT	ANA Titer	1231	86039	\$ 15.30
APTT	PTT	5155	85730	\$ 7.02
ASL1	SURG PATH, GROSS ONLY	2300	88300	\$ 16.38
ASL2	LEVEL 2 SURG PATH	2302	88302	\$ 36.07
ASL3	LEVEL 3 SURG PATH	2304	88304	\$ 43.25
ASL4	LEVEL 4 SURG PATH	2305	88305	\$ 56.06
ASL5	LEVEL 5 SURG PATH	2307	88307	\$ 112.42
ASL6	LEVEL 6 SURG PATH	2309	88309	\$ 154.91
ASO	ASO Antibody (Reflex)	1235	86063	\$ 6.75
AST	AST-SGOT	7410	84450	\$ 6.05
B12	Vitamin B12	8720	82607	\$ 14.03
BENZQ	Benzodiazepines Profile	9028	80154	\$ 37.15
BLOOD	Culture, Blood	1260	87040	\$ 12.07
BMP	Basic Metabolic Panel	7417	80048	\$ 9.89
BNP	NT-proBNP	7267	83880	\$ 39.68
BUN	BUN	7340	84520	\$ 4.61
BUPRO	Bupropion and Metabolite	9285	80299	\$ 40.35
C\$AF1	AFB Concentrate	4284	87015	\$ 7.81
C\$AI1	Anaerobe Isolation	4178	87075	\$ 11.06
C\$AN1	Anaerobe ID	4218	87076	\$ 9.45
C\$EZ1	Enzyme, Beta Lactamase	1537	87185	\$ 1.63
C\$FC1	Feces Aeromonas	4276	87046	\$ 11.03
C\$FC2	Feces E Coli 0157	4278	87046	\$ 11.03
C\$FC3	Feces Campylobacter	4282	87046	\$ 11.03
C\$FC4	Feces SalmShig	4280	87045	\$ 11.03
C\$FC5	Feces Shiga Toxin 1	4327	87899	\$ 14.01
C\$FC6	Feces Shiga Toxin 2	4328	87899	\$ 14.01

Contractor Initials AM

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

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

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Contractor Initials
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Exhibit B-1

Concord Hospital Laboratory
Fee Schedule SFY15+SY16+SFY17

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

Contractor Initials *MN*

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Exhibit B-1

Concord Hospital Laboratory
Fee Schedule SFY15+SY16+SFY17

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

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Contractor Initials AMS

Date 2/24/15

Exhibit B-1

Concord Hospital Laboratory
Fee Schedule SFY15+SY16+SFY17

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

Contractor Initials *AA*

Date 2/24/15 5

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

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

11/5/2014

Contractor Initials AM
 Date 2/24/15

Exhibit B-1

Concord Hospital Laboratory
Fee Schedule SFY15+SY16+SFY17

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

**CPT Coding based on 2014 AMA CPT Code book



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

[Handwritten initials]



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 GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

2/24/15
Date

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



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

2/24/15
Date

Robert P. Stegmeyer
Name: Robert P. Stegmeyer
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 (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

2/24/15
Date

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



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

MLB

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

Date

2/21/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

2/24/15
Date

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

Exhibit G

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

Contractor Initials

RM

Date

2/24/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

2/24/15
Date


Name: Robert P Steigmeier
Title: President + CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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



Exhibit I

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

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

New Hampshire
The State

Robert Muzel
Signature of Authorized Representative

Robert J. Muzel
Name of Authorized Representative

CEO
Title of Authorized Representative

3/20/15
Date

Concord Hospital
Name of the Contractor

[Signature]
Signature of Authorized Representative

Robert P Steigmayer
Name of Authorized Representative

President + CEO
Title of Authorized Representative

2/24/15
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

2/24/15
Date

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



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

MH
2/24/15