STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964

NH DIVISION OF Public Health Services
improving health, preventing disease, reducing costs for all

Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

May 31, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to add the vendor listed below to the list of licensed medical providers that was established and originally approved by Governor and Council on May 6, 2015, to provide necessary outpatient visits, labs, diagnostic tests, and outpatient procedures for clients enrolled in the New Hampshire Ryan White CARE Program. No maximum client or service volume is guaranteed. Accordingly, the price limitation among all Agreements is $100,000 each State Fiscal Year for a total of $200,000. The Agreement is effective July 1, 2016 or date of Governor and Council approval, whichever is later, through June 30, 2018. The source of funding is 100% Other Funds from the Pharmaceutical Rebates.

VENDOR	LOCATION	Vendor Code
Concord Hospital, Inc.	Concord, NH	177653-B014

Funds are available in the following account for SFY 2017, and are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets.

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2017	530-500371	Drug Rebates	90024607	$100,000
SFY 2018	530-500371	Drug Rebates	90024607	$100,000
			Total	$200,000

EXPLANATION

This requested action will ensure the provision of necessary medical outpatient services for New Hampshire residents living with Human Immunodeficiency Virus (HIV), statewide that are enrolled in the New Hampshire Ryan White CARE Program. On May 6, 2015, the Governor and Executive Council originally approved the Department's request to establish a list of licensed medical providers, with the ability to expand the list as other individuals and organizations became known. Federal law requires that the state have agreements in place for these services. This is the fifth (5) of five (5) agreements to fulfill this need throughout the state. The licensed medical providers will provide necessary outpatient visits, labs, diagnostic tests, and outpatient procedures to enrolled clients, on an individual, case-by-case, as needed basis.

The NH Ryan White CARE Program receives funding from the Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Program, Part B for medical services, oral health, and home health care services. HRSA funding is in accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009. The intent of the legislation and federal funding is to assure access to care for financially eligible individuals living with HIV/AIDS. As a recipient of federal funding, the NH Ryan White CARE Program is subject to the federal mandate to implement contractual agreements with all service providers and to maintain nationally accepted fiscal, programmatic, and monitoring standards established by HRSA. Federal regulation also requires that NH Ryan White CARE Program funds be used as a "payer of last resort."

All vendors for this program were acquired through a Request for Application posted on the Department of Health and Human Services' web site. In addition, emails were sent to a number of known dental providers notifying them that a Request for Application was posted. Five applications have been received to date. The Department anticipates new applications for these services may be received, and will be presented at future Governor and Executive Council meetings.

Should Governor and Executive Council not authorize this Request, the state would not be in compliance with federal regulations for this program. In addition, eligible New Hampshire residents living with HIV/AIDS with immediate medical needs may not receive prevention and treatment for necessary outpatient visits, labs, diagnostic tests, and outpatient procedures. The services in these amendments will promote the goals of the National HIV/AIDS Strategy and maintain a continuum of care in order to reduce HIV/AIDS related health disparities and the occurrence of negative health outcomes. The program currently provides services to approximately 450 to 500 clients statewide.

The geographic area to be served is statewide.

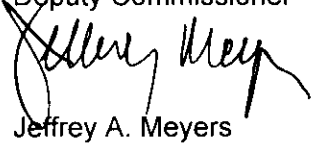
Source of Funds: 100% Other Funds from the Pharmaceutical Rebates.

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

Respectfully submitted,

Marilee Nihan, MBA
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: NH Ryan White CARE Program - Medical

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital, Inc.		1.4 Contractor Address 250 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603-230-3019	1.6 Account Number 05-95-90-902510-2229-530-500371	1.7 Completion Date June 30, 2018	1.8 Price Limitation $200.000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Bruce R. Burns		1.12 Name and Title of Contractor Signatory Bruce Burns Senior VP Finance/CFO	

1.13 Acknowledgement: State of NH, County of Merrimack

On 5/16/16, 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] Kathleen G Lamontagne

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

1.13.2 Name and Title of Notary or Justice of the Peace

Kathleen G Lamontagne

1.14 State Agency Signature Marcella Bobkinsky Date: 5/31/16	1.15 Name and Title of State Agency Signatory for Marcella J. Bobkinsky, MPH Acting Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan Jodoin Attorney On: 6/17/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 5/16/16

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials EM
Date 5/16/16

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

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

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

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

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

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

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

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

Contractor Initials LMB
Date 5/16/16

Exhibit A

Scope of Services

1. Program Name: New Hampshire Ryan White CARE Program

1.1. Purpose:

The purpose of this agreement is to provide outpatient visits, labs and diagnostic tests, and outpatient procedures for clients enrolled in the New Hampshire Ryan White CARE Program (NH CARE Program). The goal of the NH CARE Program is to provide financial assistance for necessary medical services to New Hampshire (NH) residents living with Human Immunodeficiency Virus (HIV), statewide.

2. Provision of Services:

2.1. The Contractor shall act as a representative of the NH CARE Program to provide outpatient visits, labs, tests and procedures to NH CARE Program clients.

2.2. The Contractor shall provide services to enrolled NH CARE Program clients only; services provided outside of enrollment periods will not be reimbursed and the contractor shall refer clients to their Medical Case Manager as needed to re-enroll in the NH CARE Program.

2.3. The Contractor shall invoice the NH CARE Program for services using a health insurance claim form or reasonable facsimile; additional invoicing methods may be approved by the NH CARE Program; services shall be reimbursed at NH Medicaid rates.

2.4. The Contractor shall participate in an annual site visit with NH CARE Program staff.

2.5. The Contractor shall provide client level data via CAREWare (OR a bridge to CAREWare from a compatible electronic medical record) to the NH CARE Program for the completion of annual reports to the Health Resources and Services Administration (HRSA).

2.6. The Contractor shall maximize billing to NH Medicaid and private insurance. The NH CARE Program shall be the payer of last resort and will only reimburse services for clients.

2.7. The Contractor shall participate in periodic monitoring calls with the contract monitor. The contract monitor shall be the primary point of contact for all NH CARE Program questions.

Contractor Initials _____

Date 5/16/16

Exhibit A

3. Licensing Requirements:

Licensed Medical Providers performing services under this agreement must maintain a valid and unrestricted license to practice medicine in the United States and be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this Agreement.

4. Licensed Medical providers shall adhere to the NH CARE Program Standards of Care for Outpatient and Ambulatory Medical Care, and all applicable Programmatic, Fiscal and Universal Monitoring Standards, as documented by HRSA:

- http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf
- http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf
- http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf

5. The Department of Health and Human Services reserves the right to discontinue this agreement should it discover any abridgment of the above partner agreements that jeopardize the intent of this agreement.

6. Entire Agreement:

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contactor. General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Revisions to General Provisions, Exhibit D Certification Regarding Drug-Free Workplace Requirements, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, and Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement Documents, the documents shall control in the above order of precedence.

Contractor Initials _____

Date 5/16/16

Exhibit B

Method and Conditions Precedent to Payment

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Infectious Disease Control shall reimburse the Contractor for actual outpatient Ambulatory medical care services provided by the contractor to enrolled NH CARE Program clients. Services will be reimbursed at NH Medicaid rates.
2. Price Limitation: This Agreement is one of multiple Agreements that will serve the NH CARE Program. No maximum or minimum client and service volume is guaranteed. Accordingly, the price limitation among all Agreements is identified in Block 1.8 of the P-37 for the duration of the Agreement.
3. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The funding source for this Agreement for Outpatient Ambulatory Medical Care Services is 100% other funds from the Pharmaceutical Rebates.
5. Contract medical provider shall complete and submit an outpatient visit, laboratory test, or diagnostic test Claim invoice, due within 30 days. Completed invoice must be submitted to:

   NH CARE Program
   Bureau of Infectious Disease Control
   Department of Health and Human Services
   Division of Public Health
   29 Hazen Drive
   Concord, NH 03301
   Fax: 603-271-4934

6. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their outpatient services related to Department of Health and Human Services funded programs and services.
7. Outpatient ambulatory medical care providers are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded Medical provider's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract.

Contractor Initials _____

Date 5/16/16

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO 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.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: **Concord Hospital**

5/16/16
Date

Name: **Bruce Burns**
Title: **Senior VP Finance/CFO**

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: **Concord Hospital**

5/16/16
Date

Name: **Bruce Burns**
Title: **Senior VP Finance/CFO**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: **Concord Hospital**

5/16/16
Date

Name: **Bruce Burns**
Title: **Senior VP Finance/CFO**

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: **Concord Hospital**

5/16/16
Date

Name: **Bruce Burns**
Title: **Senior VP Finance/CFO**

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: **Concord Hospital**

5/16/16
Date

Name: **Bruce Burns**
Title: **Senior VP Finance/CFO**

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Exhibit I – Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

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

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

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

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

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

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

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

Contractor Name: **Concord Hospital**

5/16/16
Date

Name: **Bruce Burns**
Title: **Senior VP Finance/CFO**

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

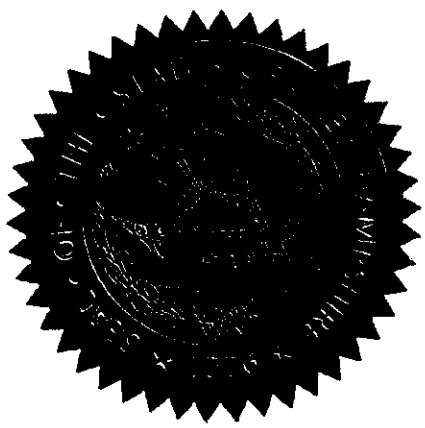
   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 17th day of May, 2016.

(Corporate seal)

Mary Boucher
Secretary

State of:

County of:

On this, the 17th *day of* May, 2016, *before me a notary public, the undersigned officer, personally appeared* Mary Boucher, *known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.*
In witness hereof, I hereunto set my hand and official seal.

(Seal)

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

Kathleen G. Lamontagne
Notary Public

My Commission expires: 11/18/20

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2015

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-16-17

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite Shield Insurance Exchange	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CAPITAL REGION HEALTHCARE CORPORATION
& CONCORD HOSPITAL, INC.
ATTN: JESSICA FANJOY
250 PLEASANT STREET
CONCORD, NH 03301

COVERAGES **CERTIFICATE NUMBER:** NYC-007229110-34 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GSIE-PRIM-2016-101	01/01/2016	01/01/2017	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			GSIE-PRIM-2016-101	01/01/2016	01/01/2017		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

Client#: 243089 CAPITALREG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2016

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
HUB Healthcare Solutions
HUB International New England
299 Ballardvale Street
Wilmington, MA 01887

CONTACT NAME: Jessica Kelley
PHONE (A/C, No, Ext): 978-661-6233 FAX (A/C, No):
E-MAIL ADDRESS: jessica.kelley@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corp	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Capital Region Healthcare Corporation
Concord Hospital
250 Pleasant Street
Concord, NH 03301

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		SP4053897	10/01/15	10/01/17	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SIR $500,000			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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

JS008

Concord Hospital Mission Statement

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

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

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

BAKER
NEWMAN
NOYES

Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements

Years Ended September 30, 2015 and 2014
With Independent Auditors' Report

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2015 and 2014

CONTENTS

BAKER NEWMAN NOYES

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

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, 2015 and 2014, 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, 2015 and 2014, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes

Limited Liability Company

Manchester, New Hampshire
December 7, 2015

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2015 and 2014

ASSETS
(In thousands)

	2015	2014
Current assets:		
Cash and cash equivalents	$ 8,096	$ 12,953
Short-term investments	7,395	12,390
Accounts receivable, less allowance for doubtful accounts of $12,605 in 2015 and $16,339 in 2014	55,104	46,896
Due from affiliates	325	438
Supplies	1,382	1,443
Prepaid expenses and other current assets	5,945	5,927
Total current assets	78,247	80,047
Assets whose use is limited or restricted:		
Board designated	251,927	263,225
Funds held by trustee for workers' compensation reserves and self-insurance escrows	11,282	10,499
Donor-restricted	34,304	34,932
Total assets whose use is limited or restricted	297,513	308,656
Other noncurrent assets:		
Due from affiliates, net of current portion	2,001	2,428
Bond issuance costs and other assets	14,781	24,613
Total other noncurrent assets	16,782	27,041
Property and equipment:		
Land and land improvements	5,878	5,370
Buildings	182,833	175,689
Equipment	226,193	214,922
Construction in progress	12,515	10,414
	427,419	406,395
Less accumulated depreciation	(278,714)	(255,381)
Net property and equipment	148,705	151,014
	$ 541,247	$ 566,758

LIABILITIES AND NET ASSETS
(In thousands)

	2015	2014
Current liabilities:		
Short-term notes payable	$ 2,412	$ 1,912
Accounts payable and accrued expenses	29,742	20,448
Accrued compensation and related expenses	27,042	25,829
Accrual for estimated third-party payor settlements	14,323	15,033
Current portion of long-term debt	8,337	8,131
Total current liabilities	81,856	71,353
Long-term debt, net of current portion	95,018	103,495
Accrued pension and other long-term liabilities	81,688	78,191
Total liabilities	258,562	253,039
Net assets:		
Unrestricted	248,381	278,787
Temporarily restricted	14,860	15,089
Permanently restricted	19,444	19,843
Total net assets	282,685	313,719
	$ 541,247	$ 566,758

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2015 and 2014
(In thousands)

	2015	2014
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	$438,572	$442,951
Provision for doubtful accounts	(16,839)	(32,476)
Net patient service revenue less provision for doubtful accounts	421,733	410,475
Other revenue	23,599	23,387
Disproportionate share revenue	3,497	5,099
Net assets released from restrictions for operations	1,648	1,354
Total unrestricted revenue and other support	450,477	440,315
Operating expenses:		
Salaries and wages	193,080	186,457
Employee benefits	52,220	48,346
Supplies and other	81,719	76,206
Purchased services	64,046	61,668
Professional fees	3,491	2,670
Depreciation and amortization	24,532	25,397
Medicaid enhancement tax	12,800	16,437
Interest expense	3,879	4,057
Total operating expenses	435,767	421,238
Income from operations	14,710	19,077
Nonoperating income:		
Unrestricted gifts and bequests	204	218
Investment income and other	11,386	- 9,923
Total nonoperating income	11,590	10,141
Excess of revenues and nonoperating income over expenses	$ 26,300	$ 29,218

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2015 and 2014
(In thousands)

	2015	2014
Unrestricted net assets:		
Excess of revenues and nonoperating income over expenses	$ 26,300	$ 29,218
Net unrealized (losses) gains on investments	(23,982)	2,627
Net transfers from affiliates	372	312
Net assets released from restrictions used for purchases of property and equipment	82	62
Pension adjustment	(33,178)	(16,378)
(Decrease) increase in unrestricted net assets	(30,406)	15,841
Temporarily restricted net assets:		
Restricted contributions and pledges	2,492	1,157
Restricted investment income	990	984
Contributions to affiliates and other community organizations	(140)	(146)
Net unrealized (losses) gains on investments	(1,841)	383
Net assets released from restrictions for operations	(1,648)	(1,354)
Net assets released from restrictions used for purchases of property and equipment	(82)	(62)
(Decrease) increase in temporarily restricted net assets	(229)	962
Permanently restricted net assets:		
Restricted contributions and pledges	182	1,211
Unrealized (losses) gains on trusts administered by others	(581)	392
(Decrease) increase in permanently restricted net assets	(399)	1,603
(Decrease) increase in net assets	(31,034)	18,406
Net assets, beginning of year	313,719	295,313
Net assets, end of year	$282,685	$313,719

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2015 and 2014
(In thousands)

	2015	2014
Cash flows from operating activities:		
(Decrease) increase in net assets	$ (31,034)	$ 18,406
Adjustments to reconcile (decrease) increase in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(2,674)	(2,368)
Depreciation and amortization	24,532	25,397
Net realized and unrealized losses (gains) on investments	16,731	(12,123)
Bond premium amortization	(141)	(154)
Provision for doubtful accounts	16,839	32,476
Equity in earnings of affiliates, net	(6,804)	(6,121)
Gain on disposal of property and equipment	(79)	(55)
Pension adjustment	33,178	16,378
Changes in operating assets and liabilities:		
Accounts receivable	(25,047)	(33,311)
Supplies, prepaid expenses and other current assets	43	(234)
Other assets	9,738	(6,279)
Due from affiliates	540	497
Accounts payable and accrued expenses	9,294	(1,374)
Accrued compensation and related expenses	1,213	2,536
Accrual for estimated third-party payor settlements	(710)	434
Accrued pension and other long-term liabilities	(29,681)	(2,289)
Net cash provided by operating activities	15,938	31,816
Cash flows from investing activities:		
Increase in property and equipment, net	(22,049)	(20,148)
Purchases of investments	(48,852)	(50,714)
Proceeds from sales of investments	48,801	26,381
Equity distributions from affiliates	6,803	6,377
Net cash used by investing activities	(15,297)	(38,104)
Cash flows from financing activities:		
Payments on long-term debt	(8,130)	(7,932)
Change in short-term notes payable	500	885
Restricted contributions and pledges	2,132	2,282
Net cash used by financing activities	(5,498)	(4,765)
Net decrease in cash and cash equivalents	(4,857)	(11,053)
Cash and cash equivalents at beginning of year	12,953	24,006
Cash and cash equivalents at end of year	$ 8,096	$ 12,953

See accompanying notes.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

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

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

In March 2009, Concord Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2015 and 2014 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.

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, including estimated uncollectible amounts from uninsured parties. 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 and 2014.

Cash and Cash Equivalents

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

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

Supplies

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

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under 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.

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.

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 68% and 87% of self-pay accounts receivable at September 30, 2015 and 2014, respectively. The total provision for the allowance for doubtful accounts was $16,839 and $32,476 for the years ended September 30, 2015 and 2014, 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 decreased $10,978, from $32,496 in 2014 to $21,518 in 2015. The reduction in bad debt writeoffs between 2015 and 2014 was primarily a result of significantly improved collection trends and certain shifts in payor mix.

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, 2015 and 2014, depreciation expense was $24,437 and $25,336, 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. There was no interest capitalized during 2015 and 2014.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support, and are excluded from the excess of revenues and 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 being amortized by the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium is presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2015 and 2014 were approximately $473 and $349, respectively.

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, 2015 and 2014, net patient service revenue in the accompanying consolidated statements of operations (decreased) increased by approximately $(3,106) and $2,914, 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 4% and 27% and 3% of the System's net patient service revenue for the years ended September 30, 2015 and 2014, 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.

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. With few exceptions, the System is no longer subject to income tax examination by the U.S. federal or state tax authorities for years before 2012.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately $214 and $215 for the years ended September 30, 2015 and 2014, respectively.

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

Recent Accounting Pronouncements

In May 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2015-07, *Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)* (ASU 2015-07). ASU 2015-07 removes the requirement to include investments in the fair value hierarchy for which fair value is measured using the net asset value per share practical expedient under ASC 820. ASU 2015-07 is effective for the System's fiscal year ending September 30, 2018 with early adoption permitted. The System has elected to implement ASU 2015-07 in its 2015 consolidated financial statements (with retroactive application to 2014 disclosures) which is allowed under the pronouncement. The adoption of this pronouncement did not materially affect the consolidated financial statements. See Notes 4 and 14.

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 is currently evaluating the impact of the pending adoption of ASU 2015-03 on the System's consolidated financial statements.

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 7, 2015, 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, 2015 and 2014, transfers made to CRHC were $(77) and $(125), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were $449 and $437, 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.

(In thousands)

2. Transactions With Affiliates (Continued)

Amounts due the System, primarily from joint ventures, totaled $2,326 and $2,866 at September 30, 2015 and 2014, 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 ($892 and $931 at September 30, 2015 and 2014, respectively) with principal and interest (6.75% at September 30, 2015) payments due monthly. Interest income amounted to $62 and $64 for the years ended September 30, 2015 and 2014, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were $140 and $146 in 2015 and 2014, respectively.

3. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling $7,395 and $12,390 at September 30, 2015 and 2014, 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:

	2015	2014
Board designated funds:		
Cash and cash equivalents	$ 7,694	$ 2,598
Fixed income securities	32,547	38,060
Marketable equity and other securities	194,948	199,507
Inflation-protected securities	16,738	23,060
	251,927	263,225
Held by trustee for workers' compensation reserves:		
Fixed income securities	3,803	3,749
Health insurance and other escrow funds:		
Cash and cash equivalents	960	961
Fixed income securities	1,337	1,259
Marketable equity securities	5,182	4,530
	7,479	6,750
Donor restricted:		
Cash and cash equivalents	3,392	3,450
Fixed income securities	2,607	2,946
Marketable equity securities	15,737	15,487
Inflation-protected securities	1,341	1,785
Trust funds administered by others	10,489	11,070
Other	738	194
	34,304	34,932
	$297,513	$308,656

(In thousands)

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

Included in marketable equity and other securities above are $111,063 and $111,693 at September 30, 2015 and 2014, respectively, in so called alternative investments. See also Note 14.

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:

	2015	2014
Unrestricted net assets:		
Interest and dividends	$ 3,885	$ 3,173
Investment income from trust funds administered by others	546	533
Net realized gains on sales of investments	8,955	7,987
	13,386	11,693
Restricted net assets:		
Interest and dividends	272	250
Net realized gains on sales of investments	718	734
	990	984
	$ 14,376	$12,677
Net unrealized (losses) gains on investments:		
Unrestricted net assets	$ (23,982)	$ 2,627
Temporarily restricted net assets	(1,841)	383
Permanently restricted net assets	(581)	392
	$ (26,404)	$ 3,402

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 $1,709 and $1,693 in 2015 and 2014, respectively.

Investment management fees expensed and reflected in nonoperating income were $896 and $884 for the years ended September 30, 2015 and 2014, respectively.

(In thousands)

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

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2015 and 2014:

	Less Than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
2015						
Marketable equity securities	$32,230	$ (3,745)	$28,960	$ (10,675)	$ 61,190	$ (14,420)
Fund-of-funds	19,073	(1,158)	31,712	(4,865)	50,785	(6,023)
	$51,303	$ (4,903)	$60,672	$ (15,540)	$111,975	$ (20,443)
2014						
Marketable equity securities	$ 1,188	$ (142)	$34,834	$ (1,687)	$ 36,022	$ (1,829)
Fund-of-funds	17,772	(1,191)	16,417	(1,370)	34,189	(2,561)
	$18,960	$ (1,333)	$51,251	$ (3,057)	$ 70,211	$ (4,390)

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, 2015 and 2014.

4. Defined Benefit Pension Plan

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

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.

(In thousands)

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

The following table summarizes the Plan's funded status at September 30, 2015 and 2014:

	2015	2014
Pension benefits:		
Fair value of plan assets	$ 165,053	$ 151,055
Projected benefit obligation	(229,888)	(199,121)
	$ (64,835)	$ (48,066)
Activities for the year consist of:		
Benefit payments and administrative expenses	$ 7,562	$ 7,556
Net periodic benefit cost	10,590	9,333

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:

	2015	2014
Change in benefit obligation:		
Benefit obligation at beginning of year	$199,121	$172,761
Service cost	9,562	8,447
Interest cost	9,270	9,052
Actuarial loss	21,989	16,417
Benefit payments and administrative expenses paid	(7,562)	(7,556)
Plan amendment	(2,492)	–
Benefit obligation at end of year	$229,888	$199,121
Change in plan assets:		
Fair value of plan assets at beginning of year	$151,055	$131,706
Actual return on plan assets	(5,440)	8,205
Employer contributions	27,000	18,700
Benefit payments and administrative expenses paid	(7,562)	(7,556)
Fair value of plan assets at end of year	$165,053	$151,055
Funded status and amount recognized in noncurrent liabilities at September 30	$(64,835)	$(48,066)

(In thousands)

4. Defined Benefit Pension Plan (Continued)

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2015 and 2014 consist of:

	2015	2014
Net actuarial loss	$39,736	$19,115
Net amortized loss	(4,099)	(2,770)
Prior service credit amortization	33	33
Plan amendment	(2,492)	–
Total amount recognized	$33,178	$16,378

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 are 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.

Pension Plan Assets

The fair values of the System's pension plan assets as of September 30, 2015 and 2014, 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. See Note 1.

	2015 Level 1	2014 Level 1
Short-term investments:		
Money market funds	$ 12,036	$ 19,389
Equity securities:		
Common stocks	8,244	8,040
Mutual funds – international	16,770	13,288
Mutual funds – domestic	7,682	3,742
Mutual funds – natural resources	3,439	6,585
Fixed income securities:		
Mutual funds – REIT	680	685
Mutual funds – fixed income	23,321	23,312
	72,172	75,041
Funds measured at net asset value:		
Equity securities:		
Common collective trust	$ 27,873	$ 24,154
Funds-of-funds	54,601	41,224
Fixed income securities:		
Funds-of-funds	4,367	4,545
Hedge funds:		
Inflation hedge	6,040	6,091
Total investments at fair value	$165,053	$151,055

(In thousands)

4. Defined Benefit Pension Plan (Continued)

The target allocation for the System's pension plan assets as of September 30, 2015 and 2014, by asset category are as follows:

	2015		2014	
	Target Allocation	Percentage of Plan Assets	Target Allocation	Percentage of Plan Assets
Short-term investments	0-20%	7%	0-20%	13%
Equity securities	40-80%	71	40-80%	64
Fixed income securities	5-80%	18	5-80%	19
Other	0-30%	4	0-30%	4

The funds-of-funds are invested with eight investment managers and have various restrictions on redemptions. Four of the managers holding amounts totaling approximately $28 million at September 30, 2015 allow for monthly redemptions, with notices ranging from 6 to 15 days. Three managers holding amounts totaling approximately $27 million at September 30, 2015 allow for quarterly redemptions, with a notice of 45 or 65 days. One of the managers holding amounts of approximately $5 million at September 30, 2015 allows for annual redemptions, with a notice of 90 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%).

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 2015 and 2014 consist of:

	2015	2014
Components of net periodic benefit cost:		
Service cost	$ 9,562	$ 8,447
Interest cost	9,270	9,052
Expected return on plan assets	(12,307)	(10,903)
Amortization of prior service cost and gains and losses	4,065	2,737
Net periodic benefit cost	$ 10,590	$ 9,333

(In thousands)

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

The accumulated benefit obligations for the plan at September 30, 2015 and 2014 were $217,825 and $187,040, respectively.

	2015	2014
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.78%	4.78%
Rate of compensation increase	2.00	2.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.78%	5.38%
Expected return on plan assets	8.00	8.00
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.00	2.00

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

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2016 are as follows:

Actuarial loss	$ 6,156
Prior service credit	(276)
	$ 5,880

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 2016 plan year.

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

Year Ended September 30	Pension Benefits
2016	$ 9,556
2017	11,501
2018	12,368
2019	13,567
2020	14,830
2021 – 2025	87,166

5. Estimated Third-Party Payor Settlements

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

Medicare

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

The physician practices are reimbursed on a fee screen basis.

Disproportionate Share Payments and Medicaid Enhancement Tax

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.5% of net patient service revenues, with certain exclusions. The amount of tax incurred by the System for fiscal 2015 and 2014 was $12,800 and $16,437, 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 $3,497 and $5,099 in 2015 and 2014, respectively.

The Centers for Medicare and Medicaid Services (CMS) has undertaken an audit of the State's program and the DSH payments made by the State in 2011, the first year that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. At the date of these consolidated financial statements, CMS's audit was substantially complete, and the System has recorded reserves to address its exposure based on the preliminary audit results. Due to the uncertainty related to any potential audit of the State program and DSH payments made for years after 2011, no amounts have been reflected in the accompanying consolidated financial statements related to these contingencies.

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.

(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 and 2012 for Medicare and Medicaid, respectively.

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30, 2015 and 2014:

	2015	2014
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 $3,308 in 2015 and $3,429 in 2014	$ 45,538	$ 46,714
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	24,024	27,550
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 $213 in 2015 and $233 in 2014	33,793	37,362
	103,355	111,626
Less current portion	(8,337)	(8,131)
	$ 95,018	$103,495

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

(In thousands)

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

In April 2013, $32,421 of NHHEFA Revenue Bonds, Concord Hospital Issues, Series 2013B, were issued to advance refund the Series 2004 NHHEFA Hospital Revenue Bonds. These were redeemed in full during 2014.

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

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, 2015 and 2014.

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 $3,934 and $4,138 for the years ended September 30, 2015 and 2014, respectively.

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

2016	$ 8,337
2017	8,570
2018	8,822
2019	9,061
2020	7,385
Thereafter	57,659
	$99,834

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 $2,033 and $3,908 at September 30, 2015 and 2014, respectively, and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2015, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required loss accruals. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. The System's interest in the captive represents approximately 30% of the captive. Control of the captive is equally shared by participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately $427 and $420 at September 30, 2015 and 2014, 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, 2015 and 2014, the Hospital recorded a liability of approximately $7,700 and $19,750, respectively, related to estimated professional liability losses. At September 30, 2015 and 2014, the Hospital also recorded a receivable of $7,700 and $19,750, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities, and bond issuance costs and other assets, respectively, on the consolidated balance sheets.

Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $2,202 and $2,526 at September 30, 2015 and 2014, 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.

(In thousands)

7. Commitments and Contingencies (Continued)

Litigation

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

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of $440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2015 and 2014, have been recorded as a liability of $6,508 and $4,508, 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, 2015 are as follows:

Year Ending September 30:	
2016	$ 4,469
2017	3,849
2018	3,442
2019	3,408
2020	3,057
Thereafter	21,334
	$39,559

Rent expense was $8,127 and $8,156 for the years ended September 30, 2015 and 2014, respectively.

(In thousands)

8. Temporarily and Permanently Restricted Net Assets

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

	2015	2014
Health education and program services	$12,988	$13,604
Capital acquisitions	997	1,195
Indigent care	188	188
For periods after September 30 of each year	687	102
	$14,860	$15,089

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

	2015	2014
Health education and program services	$16,726	$17,088
Capital acquisitions	803	803
Indigent care	1,810	1,810
For periods after September 30 of each year	105	142
	$19,444	$19,843

9. Patient Service and Other Revenue

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

	2015	2014
Gross patient service charges:		
Inpatient services	$ 425,655	$ 400,259
Outpatient services	553,999	515,503
Physician services	142,521	134,699
Less charitable services	(14,869)	(38,119)
	1,107,306	1,012,342
Less contractual allowances and discounts:		
Medicare	380,166	348,110
Medicaid	119,387	69,545
Other	198,495	181,548
	698,048	599,203
Total Hospital net patient service revenue (net of contractual allowances and discounts)	409,258	413,139
Other entities	29,314	29,812
	$ 438,572	$ 442,951

(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 2015 and 2014 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 2015 and 2014.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2015				
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	23,044	–	(8,510)	14,534
	$1,107,306	$(698,048)	$(16,410)	$392,848

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2014				
Private payors (includes coinsurance and deductibles)	$ 426,874	$(181,548)	$ (9,337)	$235,989
Medicaid	85,624	(69,545)	(1,049)	15,030
Medicare	467,071	(348,110)	(1,869)	117,092
Self-pay	32,773	–	(19,465)	13,308
	$1,012,342	$(599,203)	$(31,720)	$381,419

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 $1,258 and $2,196 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2015 and 2014, respectively. In addition, a receivable amount of $526 and $674 was recorded within prepaid expenses and other current assets at September 30, 2015 and 2014, respectively.

(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:

	2015	2014
Health care services	$328,916	$313,042
General and administrative	65,640	62,305
Depreciation and amortization	24,532	25,397
Medicaid enhancement tax	12,800	16,437
Interest expense	3,879	4,057
	$435,767	$421,238

Fundraising related expenses were $829 and $751 for the years ended September 30, 2015 and 2014, respectively.

11. Charity Care and Community Benefits (Unaudited)

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

	2015	2014
Community health services	$ 2,096	$ 2,098
Health professions education	4,268	3,814
Subsidized health services	30,096	30,691
Research	94	89
Financial contributions	1,030	948
Community building activities	44	53
Community benefit operations	128	96
Charity care costs (see Note 1)	6,132	16,666
	$43,888	$54,455

In addition, the Hospital incurred costs for services to Medicare and Medicaid patients in excess of the payment from these programs of $80,268 and $70,152 in 2015 and 2014, respectively.

(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:

	2015	2014
Patients	13%	14%
Medicare	33	35
Anthem Blue Cross	13	14
Cigna	5	6
Medicaid	13	11
Commercial	22	19
Workers' compensation	1	1
	100%	100%

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 37,000 in 2015 and 37,300 in 2014. 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.

(In thousands)

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, 2015 and 2014. 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, which is a change from the 2014 presentation. See Note 1.

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

	Level 1	Level 2	Level 3	Total
2015				
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	–	–	10,489	10,489
	$125,973	$ –	$10,489	136,462
Funds measured at net asset value:				
Marketable equity and other securities				157,657
Inflation-protected securities and other				10,789
				$304,908
2014				
Cash and cash equivalents	$ 19,399	$ –	$ –	$ 19,399
Fixed income securities	46,014	–	–	46,014
Marketable equity and other securities	55,964	–	–	55,964
Inflation-protected securities and other	14,159	–	–	14,159
Trust funds administered by others	–	–	11,070	11,070
	$135,536	$ –	$11,070	146,606
Funds measured at net asset value:				
Marketable equity and other securities				163,560
Inflation-protected securities and other				10,880
				$321,046

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

(In thousands)

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 2015 and 2014:

	Trust Funds Administered by Others
Balance at September 30, 2013	$10,678
Net realized and unrealized gains	392
Balance at September 30, 2014	11,070
Net realized and unrealized losses	(581)
Balance at September 30, 2015	$10,489

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

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
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
September 30, 2014:				
Funds-of-funds	$61,418	$ –	Monthly	5 – 15 days
Funds-of-funds	41,275	–	Quarterly	45 – 65 days
Funds-of-funds	9,000	–	Annual	90 days

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.

14. Fair Value Measurements (Continued)

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.

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 $103,355 and $121,963, respectively, at September 30, 2015, and $111,626 and $132,106, respectively, at September 30, 2014.

CONCORD HOSPITAL
BOARD OF TRUSTEES
2016

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RESUME

ROBERT P. STEIGMEYER
Concord Hospital

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

David Frederick Green, MD, FACS

Senior Vice President/Chief Medical Officer
Concord Hospital

Concord Hospital
250 Pleasant Street
Concord, NH 03301
603-230-7260
dgreen@crhc.org

Overview

Senior Vice President/Chief Medical Officer at Concord Hospital
Nine years' experience in administrative medicine, preceded by eight years in medical staff leadership.

As CMO, my focus has been to organize and lead physicians, non-physician providers and staff located in geographically diverse practice sites into a financially stable, high quality, multidisciplinary medical group aligned with the mission, vision and values of Concord Hospital. I represent Concord Hospital at the CMO Committee of Granite Healthcare Network, a network of five healthcare organizations representing six hospitals and over 800 providers. The CMO Committee develops the clinical programs critical to the success of achieving optimal population health, improved quality and value for approximately 40% of New Hampshire's population. As a senior member of the management team, I work closely with and provide frequent counsel to the Concord Hospital CEO. As CMO, I have provided leadership in Concord Hospital's efforts to be in the vanguard of healthcare transformation through participation in the Medicare Shared Savings Program, the Cigna Collaborative Accountable Care Program and achievement of NCQA Level III Medical Home Status for all Concord Hospital primary care practices. In addition, I serve as the Designated Institutional Officer (DIO) for ACGME approved residency programs at Concord Hospital.

EXPERIENCE

Concord Hospital, Concord, NH / 1987 – Present

CEO, NH Accountable Care Partners, LLC	2014 – Present
Medical Director, Concord/Elliot ACO, LLC	2012 – 2014
Senior VP/Chief Medical Officer	2006 – Present
Board of Trustees	2006
President, Medical Staff	2004 – 2006
VP, Medical Staff	2002 – 2004
Secretary/Treasurer, Medical Staff	1996 – 1997
Chair, Institutional Review Board	1988 – 2002
Concord Hospital, Concord, NH	1987 – Present

Responsibilities

- Operational responsibility for the Concord Hospital Medical Group (162 physicians,926 non-physician providers, 400 staff, 5 Directors, 1 Vice President).
- Operational responsibility for physician inpatient and outpatient clinical informatics staff including the Chief Medical Information Officer and four physician informaticists.
- Accountability for physician-led programs such as Palliative Care, Acute Care for Elders, Simulation, Pharmacy Therapeutics and Patient Safety, Trauma, Hospitalist Medicine, Stroke Care and others.
- Accountability for Medical Staff quality initiatives and regulatory compliance.

- Serve as Designated Institutional Officer (DIO), responsible for Graduate Medical Education at Concord Hospital (30 residents in four clinical programs).
- Leadership development of Medical Staff.
- In collaboration with the Executive Director, operational responsibility for NH Accountable Care Partners, LLC.
- Delegated responsibility to act for the CEO when he is absent.
- Responsible for representing Concord Hospital at various local and state forums.
- Responsible for representing Concord Hospital in response to numerous media requests.
- Responsible for representing Concord Hospital and its clinical integration with the 5-hospital Granite Healthcare Network.
- Member of senior management and operations team.
- Operational responsibilities for Concord Hospital's Family Health Center that meets the needs of the underserved in the Concord community.

Accomplishments

- Led the creation of the Concord Hospital Medical Group from diverse groups of employed, but independent practices, to an integrated, aligned, multi-specialty group based on shared governance, inclusiveness, transparency and mutual responsibility. Facilitated creation of a formal governance charter and led the development of strategic initiatives aligned with the mission and values of Concord Hospital.
- After five years of existence we have a strong internal and external brand, high provider engagement with 254 providers actively serving on ten Concord Hospital Medical Group committees in a dyad model of governance with administrative staff.
- CHMG has grown from 437 employees in 2006 to 650 employees in 2015. It has a budget of $91M and accounts for about 57% of Concord Hospital's revenue.
- Successfully negotiated new physician contracts at two year intervals.
- In collaboration with the Chief Medical Information Officer, led the Medical Staff's transition from paper to electronic orders.
- In collaboration with the Chief Medical Information Officer, transitioned Concord Hospital Medical Group providers and practices from five servers and multiple charts for a patient to a single server and single chart, overcoming many cultural and work flow challenges in the process.
- In collaboration with CMOs from Elliot Hospital, Wentworth-Douglass Hospital, LRGHealthcare and Southern NH Medical Center established the clinical programs of Granite Healthcare Network to better manage the health of populations Granite Healthcare Network serves, created shared best-practice care pathways and leveraged clinical and claims data to prospectively drive quality improvement.
- Led the attainment of Level III Trauma Center Certification though the American College of Surgeons Committee on Trauma certification program. Developed the infrastructure and personnel to sustain this multi-disciplinary effort.
- Led the acquisition and program development of the Surgical Robotic Program. Developed the credentialing and quality assurance criteria that have ensured appropriate and safe use of surgical robotics.
- Authored, and gained unanimous adoption of, a Code of Conduct for Medical Staff.

- In collaboration with Elliot Hospital, Wentworth-Douglass Hospital and Southern NH Medical Center, created the NH Accountable Care Partners, LLC and successfully applied to CMS to become a participant in the Medicare Shared Savings Program. As CEO of the LLC, I have led a collaboration with the Executive Director, to create the infrastructure to comply with CMS MSSP regulations and to successfully manage the care of our attributed population.

- Attended Belmont University LEAN Training Certificate Program and provided physician leadership for the adoption of LEAN management throughout the inpatient and outpatient areas of Concord Hospital.
- Led development of new clinical programs in simulation, palliative care, eldercare, evidence based medicine, trauma, tele-medicine, stroke care, pelvic medicine, nurse navigation and population health management.
- Led the growth of the Adult Hospitalist Program from 3 providers in 2006 to 36 in 2015.
- Professional development through American College of Physician Executives courses.
- In collaboration with Chief Medical Information Officer, led successful qualification of all employed physicians for the ARRA HITECH bonus program ($3.35M).
- Challenged Medical Staff to support the Employees' "Helping Hands Fund" with a $5,000 matching fund challenge and raised over $15,000.

Concord Urology Professional Association and CH Center for Urologic Care, Concord, NH / 1987 – Present

A private practice urology group founded in 1960 by Dr. Thomas Ferraro and sold to Concord Hospital in 2005.

Partner 1987 – 2005
Managing Partner 1998 – 2005
Adjunct Associate Professor of Surgery (Urology) Dartmouth Medical School 2005 - Present

Responsibilities

- Provide excellent evidence based medical and surgical care of patients with urologic needs.
- As managing partner, provide operational leadership for human resource issues, financial management, pension and profit sharing oversight, regulatory compliance, strategic planning and the execution of strategic plans. Served as the "face" of the practice for public relations and negotiations with insurers and other parties.

Accomplishments

- Led strategic planning in 2005 to transform the practice to meet the realities of 21st century US healthcare. Established goals to expand the practice into northern New Hampshire, create a comprehensive stone center, a specialized urologic oncology care program, a pelvic medicine and reconstructive surgery center and to advance clinical research. Executed the transition of a practice of 4 general urologists, 11 employees and an annual revenue of $1,926,395 in 1998 to a high volume, sub-specialty focused regional urologic referral center with 9 urologists, 4 advanced providers and a staff of 38 with net revenue of $8.3 million.
- Established two additional satellite offices at Speare Memorial and Huggins Hospital, and expanded our New London Office.
- Successfully recruited two fellowship trained female and reconstructive urologists and developed a multi-specialty pelvic medicine program.
- Led the acquisition of a surgical robot and creation of a subspecialty urologic oncology service in collaboration with radiation oncology, medical oncology and the Payson Center for Cancer Care.
- Regarding the practice's research initiatives, 10 research presentations were given at national meetings and 2 papers were published on clinical research in the last year.
- Established the practice as a teaching site for the Dartmouth Medical School Urologic Residency Program with a full time urologic resident on site year round. Seventeen residents have trained with us.
- Led creation of a urologic education endowment which is now valued at over $100,000.
- Surgical Innovators: performed the first laser prostatectomy, laser lithotripsy, continent urinary diversion, neobladder, periurethral contigen implant, and Interstim sacral nerve

neuromodulation implant at Concord Hospital. In cooperation with radiation oncology, developed the Iodine 125 brachytherapy program for prostate cancer at Concord Hospital. Developed the Urodynamics Lab at Concord Hospital which is now a major regional resource.

Yale University, Department of Surgery, Section of Urology, New Haven, CT / 1984 – 1987

Responsibilities

- Practice innovative, high quality urologic care.
- Perform basic science and clinical research.
- Teach medical students and residents.

Accomplishments

- Editorial Board "Investigative Urology"
- Independent grant funding to study "Induction of Differentiation of Transitional Cell Carcinoma" in the Department of Pharmacology.
- Authored, or co-authored, 18 articles for scientific publication and 3 book chapters.

American Urologic Association (AUA) and New England Section of AUA (NEAUA) / 1987 – Present

Responsibilities

- Elected to various volunteer leadership positions in NEAUA by urologic peers from 6 New England states. Represented New Hampshire urologists for 2 terms on NEAUA Board.
- Served as Scientific Program Chair for NEAUA in 1988 and 1991.
- Served as Secretary of the NEAUA for 5 years.
- Served as President of the NEAUA in 2004.
- Elected to Board of Directors of the national AUA representing New England states for a 4 year term.
- Chair of AUA Audit Committee responsible for oversight of a $35M professional association consisting of 501(c)(3) and 501(c)(6) entities with combined reserves of approximately $130M.
- Secretary of UROPAC, a $1M national political action committee, the voice for urologists at the federal level.
- Served on Bylaws Committee of the AUA during creation of a 501(c)(6) entity.
- Chaired the Women in Urology Committee of the AUA.

Accomplishments

- Rewrote the bylaws of the New England Section.
- Led the creation of a mission statement, core values and the strategic initiatives for the New England Section in 2011. The strategic initiatives include enhancing member engagement, political advocacy, work force recruitment and retention, graduate medical education, and the financial sustainability of the organization.
- As part of a 3 person team, successfully renegotiated an affiliation agreement between AUA and American Association of Clinical Urologists in 2013.
- Received the AUA Distinguished Service Award in 2014.

EDUCATION

Allegheny College Meadville, PA Honors: Williams Scholarship Recipient 1971-1975 Alden Scholar 1973 – 1975	BA Psychology 1975
Pennsylvania State University School of Medicine Honors: Sandoz Award for "Outstanding Academic Performance and Dedication to Medicine" 1979	MD 1979

PROFESSIONAL APPOINTMENTS

Assistant Resident I in Surgery Yale-New Haven Hospital, New Haven, CT	1979 – 1980
Assistant Resident in Urology Yale-New Haven Hospital, New Haven, CT	1980 – 1981
Tutor in Urology University of Leeds, England	1981 – 1982
Clinical Research Fellow, Yorkshire Urologic Oncology Group Leeds, England	1981 – 1982
Chief Resident in Urology Yale-New Haven Hospital, New Haven, CT	1982 – 1984
Instructor in Surgery Yale University School of Medicine, New Haven, CT	1982 – 1984
Assistant Professor in Urology Yale University School of Medicine, New Haven, CT	1984 – 1987
"Editorial Board – Investigative Urology" American Urological Association, Inc.	1987 – 1988
Chair, Scientific Program Committee New England AUA	1987 – 1988
Public Relations Committee American Urological Association	1987 – 1988
Chair, Institutional Review Committee Concord Hospital, Concord, NH	1988 – 2002
Cancer Committee Concord Hospital, Concord, NH	1989 – 1990
CH Medical Advisory Board	1988 – 1990

National Kidney Foundation of NH

Secretary, Merrimack County Medical Society	1990 – 1991
Vice President, Merrimack County Medical Society	1991 – 1992
President, Merrimack County Medical Society	1992 – 1993
Chair, Scientific Program Committee, New England AUA	1990 – 1991
Councilor, NH Chapter, American College of Surgeons	1991 – 1992
NH Representative to Medicare Carrier Advisory Committee	1994 – 1997
NH State Representative to New England Section AUA	1992 – 1996
Manpower Committee, American Urological Association	1995 – 1996
Women in Urology Committee, American Urological Association	1996 – 2001
Secretary/Treasurer, Concord Hospital Medical Staff	1996 – 1997
Chair, Women in Urology Committee, American Urological Association	1997 – 2001
Bylaws Committee, American Urological Association	1997 – 2002
Secretary, New England Section, American Urological Association	1997 – 2002
President, New England Section, American Urological Association	2003 – 2004
Vice President, Concord Hospital Medical Staff	2002 – 2004
President, Concord Hospital Medical Staff	2004 – 2006
Adjunct Associate Professor of Surgery, Dartmouth Medical School	2005 – Present
Board of Trustees, Concord Hospital	2006
Long Range Planning Committee, New England AUA	2005 – Present
Chief Medical Officer/VP Medical Affairs, Concord Hospital	10/06 – Present
Board of Trustees, Concord Regional Visiting Nurse Association	2008 – 2009
Audit Committee, American Urological Association	2008 – 2012
Board of Directors, American Urological Association	2009 – 2013
Medical Director, Concord/Elliot ACO, LLC	2012 – 2014

CEO, NH Accountable Care Partners, LLC	2014 - Present
Board of Directors, UROPAC, Urology Political Action Committee	2012 – 2013

HOSPITAL AFFILIATIONS

Attending Urologist, Yale-New Haven Hospital, New Haven, CT	1984 – 1987
Consultant Urologist, West Haven Veterans Administration Medical Center West Haven, CT	1984 – 1987
Consultant in Urology, Gaylord Hospital, Wallingford, CT	1981 – 1987
Attending Urologist, Yale University Health Plan, New Haven, CT	1984 – 1987
Attending Urologist, Concord Hospital, Concord, NH	1987 – Present
Consultant Urologist, Franklin Regional Hospital, Franklin, NH	1987 – 2013
Consultant Urologist, New London Hospital, New London, NH	1987 – Present
Consultant Urologist, Healthsouth Rehabilitation Hospital, Concord, NH	1993 – Present
Consultant Urologist, Elliot Hospital, Manchester, NH	1995 – 2014
Consultant Urologist, Speare Memorial Hospital, Plymouth, NH	2006 – Present

PROFESSIONAL AWARDS

American Urological Association Scholar Recipient	1984 – 1986
OHSE Surgical Research Grant	1984 – 1985
OHSE Surgical Research Grant	1986 – 1987
Distinguished Service Award, American Urologic Association	2014

CERTIFICATION

Diplomate, National Board of Medical Examiners	1980
Diplomate, American Board of Urology	1986
Recertification, American Board of Urology	1995, 2005, 2015

LICENSURE

State of Connecticut - #25370	1984 – 1988
State of New Hampshire - #7681	1987 - Present

SOCIETIES

New Haven County Medical Society	1984
Connecticut State Medical Society	1984
American Medical Association	1985
American Association for the Advancement of Science	1985
American Fertility Society	1985
Sigma Xi, Honorary Science Fraternity – Yale Chapter	1986
New England Section, American Urological Association	1986
Urodynamics Society	1987
American Urological Association	1987
Fellow, American College of Surgeons	1987
Society of University Urologists	1987
Merrimack County Medical Society	1988
New Hampshire Medical Society	1988
New Hampshire Urological Society	1988
Endourological Society	1988
Society for Male Reproduction and Urology	1996
Yale Surgical Society	1996
American Association of Clinical Urologists	1996
American College of Physician Executives	2007

PUBLICATIONS – ARTICLES

Green, D.F., Mitchenson, H.D., and McGuire, E.J.: "Management of the Terrible Bladder by Augmentation Ileocecocystoplasty." J. Urol. 130:133-134 1983

Smith, P.H. and Green, D.F.: "The choice of Surgical Incision. IN: Kuss, R., Khoury, S., Murphy, G.P., and Karr, J.P. (Eds): Renal Tumors." Proceedings of the First International Symposium on Kidney Tumors. New York, Liss, p. 471-473 1982

Smith, P.H. and Green, D.F. "Bladder Cancer Diagnosis and Staging." Arch. Esp. Urol. 35(6): 376-380 1982

Harrison, G.S.M., Green, D.F., Newling, D.W.W., Robinson, M.R.G., and Smith, P.H.: "A Phase II Study of Intravesical Mitomycin C in The Treatment of Superficial Bladder Cancer." Brit. J. Urol. 55:676-679 1983

Green, D.F., Smith, P.H., Robinson, M.R.G., Glashan, R., Newling, D.W.W., Dalasio, O.: "Does Intravesical Chemotherapy Prevent Bladder Cancer?" J. Urol. 131:33-35 1984

Fozard, J.B.J., Green, D.F., , Harrison, G.S.M., Smith, P.H. and Zoltie, N.: "Asepsis and Outpatient Cystoscopy." Brit. J. Urol. 55:680-683 1983

Green, D.F., , and Lytton, B.: "Early Experience with Direct Vision Electrohydraulic Lithotripsy of Ureteral Calculi." J. Urol. 133: 767-770 1985

Green, D.F., , and Dodds, P.: "Inguinal Incarceration of an Ileal Loop: An Unusual Complication of Urinary Diversion." J. Urol. 28:546-547 1986

Jacobson, S.A., Weiss, R.M., Green, D.F., and Lytton, B.: "Acute Adrenal Insufficiency as a Postoperative Complication of Urologic Surgery." J. Urol. 135:337-340 1986

Green, D.F., and Lytton, B.: "Electrohydraulic Lithotripsy of Ureteral Calculi." Endourology 1:4, 10-12 1987

Green, D.F., McGuire, E.J., and Lytton, B.: "A Comparison of Endoscopic Suspension of the Vesical Neck versus Anterior Urethropexy for the Treatment of Stress Urinary Incontinence." J. Urol. 136:1205-1207 1986

Green, D.F., Lytton, B., and Glickman, M.: "Ureteropelvic Junction Obstruction Following Percutaneous Nephrolithotomy." J. Urol. , 138:599-602 1987

Lytton, B., Weiss, R.M., and Green, D.F., : "Complications of Ureteral Endoscopy." J. Urol. 137:649-653 1987

Green, D.F., Glickman, M., and Weiss, R.M.: "Early Experience with Aminophylline as an Adjunct to Percutaneous Renal Surgery." Journal of Endourology 1(4):243-247 1987

Green, D.F., Lytton, B.: "Intraureteral Electrohydraulic Lithotripsy." Urologic Clinics of North American, 15(3):361, August 1988

Green, D.F., , "Dimethyl Sulfoxide May Induce Cell Differentiation in Bladder Cancer." Urology Times, 14(4):3 1987

Green, D.F., : "Ultrasound Biopsy is Compared with Digital in Nodule Evaluation." Urology Times, 16(4):12 1988

Lytton, B., and Green, D.F., : "Urodynamic Studies in Patients with Continent Urinary Diversions." J. Urol. 141(6):1394-1396 1989

Cohn, K., Berman, J., Chaiken, B., Green, D., Green, M., Morrison, D., and Scherger, J.: "Engaging Physicians to Adopt Healthcare Information Technology," Journal of Healthcare Management, Vol. 54, Number 5, Sept./Oct., 2009.

PUBLICATIONS - CHAPTERS/BOOKS

Weiss, R.M., and Green, D.F.: "Physiology of Ureter, Bladder and Urethra" - Chapter 11 in Textbook of Nephrology, Second Ed., Massry, S.G., and Glassock, R.J., (Eds). Baltimore: Williams and Williams 1989

Green, D.F., and Lytton, B.: "Retrograde Ureteral Endoscopic Techniques" Chapter 8, Third Ed., Whithead, E.D., (Ed). Philadelphia: Harper and Row

Weiss, R.M., and Green, D.F., : "Physiology of Ureter, Bladder and Urethra" Chapter 11 in Textbook of Nephrology, Third Ed., Massry, S.G. and Glassock R.J., (eds). Baltimore: Williams and Williams 1995

PRESENTATIONS

Green, D.F. and Hallonquist, H.: "From Affiliation to Acquisition to Authentic Alignment", McKesson Executive Leadership Summit, Chicago, IL, August 9, 2011.

Green, D.F. and Rhynhart, B.: "ACOs in NH & VT – Where We Are & How We Move Forward", Healthcare Financial Management Association-NH/VT Chapter, Lebanon, NH, January 29, 2013.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Concord Hospital

Name of Program: NH Ryan White CARE Program Outpatient Ambulatory Medical Care Providers

BUDGET PERIOD:	SFY 17			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Robert Steigmeyer	President and CEO	>$250,000	0.00%	$0.00
David Green, MD, FACS	SVP/Chief Medical Officer	>$250,000	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$0.00

BUDGET PERIOD:	SFY 18			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Robert Steigmeyer	President and CEO	>$250,000	0.00%	$0.00
David Green, MD, FACS	SVP/Chief Medical Officer	>$250,000	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$0.00